City of Carpinteria
City Council Regular Meeting Agenda
Monday, July 8, 2024
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

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

AMENDED AGENDA – REVISED TITLE OF ITEM NO. 13

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, 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.

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 Council Members by **12:00 P.M. on the day of the meeting** by either submitting your comment via (1) email to PublicComment@carpinteriaca.gov, or (2) the **eComment** link on the City's agenda website available at https://carpinteriaca.gov/city-hall/agendas-meetings/. 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.

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 $250 from any party or agent for 12 months following the date a final decision is rendered by the City. This prohibition commences when an application has been filed, or the proceeding is otherwise initiated. 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 $250 made to any Council Member by the applicant or agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a contribution to a 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 Council Member who received contribution of more than $250 within the preceding 12 months from any party, or 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 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 Council Member shall be permitted to participate in the proceeding. If you believe that these provisions apply to you or a 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.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

AGENDA MODIFICATIONS: The City Council may modify the regular agenda by tabling items, adding urgency items to the agenda, or changing the order in which items are

considered. Changes to the Consent Calendar are considered at the time the Consent Calendar is considered.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Proclamation Designating July as Park and Recreation Month.

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

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

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

CITY MANAGER'S REPORT

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

a. Senior Services Programming
b. City Employee Updates
c. Updates on Capital Improvement Projects
d. Updates on Development Applications
e. Other City/Community Updates

PLANNING COMMISSION ACTIONS

The City Council may vote to appeal a decision of the Planning Commission to itself by majority vote (CMC 14.78.040(2)).

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 Council's practice has been to limit each speaker to three minutes. The audio-visual system in the Council Chamber is not available for speaker use during the general Public Comment period.

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

CONSENT CALENDAR: Items on the consent calendar are considered to be routine and are normally enacted by one unanimous vote of the Council. If you wish to speak on a consent calendar item please do so during the public comment period provided at the beginning of this item.

2. Approve the minutes of the special joint meeting held June 18, 2024 and the regular meeting held June 24, 2024.

3. Receive and file the Expenditures for the period beginning June 17, 2024 and ending June 28, 2024.

4. Receive and file the Monthly Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for May 2024

5. Authorize the City Manager to execute the First Amendment to a Vendor Agreement for reoccurring animal control services for the period from April 2, 2024 to April 1, 2025, for a not-to-exceed amount of $24,000 for the one-year term of the Agreement. *(Requires a roll call vote.)*

6. Adopt Ordinance No. 778 (second reading), amending Carpinteria Municipal Code Chapter 8.52, Smoking Regulations. *(Requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

7. Review of home sales prices and adjusting the 2024 in-lieu affordable housing fee pursuant to Carpinteria Municipal Code Chapter 14.75, Inclusionary Housing Requirement, and, if desired, adopt Resolution No. 6337, as read by title only, adjusting the 2024 affordable housing in-lieu fees for condominiums and single-family dwellings.

   Recommendation: Receive and file the report on the City's home sales prices for 2023 and adopt Resolution No. 6337 to adjust the 2024 affordable housing in-lieu fees for condominiums and single-family dwellings.

   Staff Presenter: Syndi Souter, Senior Planner

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

8. Adoption of Resolution No. 6338, approving the recommendations of the Traffic Safety Committee.

Recommendation: Adopt Resolution No. 6338, approving the recommendations of the Traffic Safety Committee.

Staff Presenter: John L. Ilasin, Public Works Director

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

9. Award Construction Contract for the Via Real Stormwater Project to Toro Enterprises, Inc. and Agreements for related Construction Management and Inspection, Testing, and Archeology and Native American Monitoring Services.

Recommendation: For the Via Real Stormwater Project: (1) Award a Construction Contract to Toro Enterprises, Inc. in the Total Bid amount of $3,116,428; (2) Authorize the City Manager to execute an Agreement with Cannon Corporation for construction management and inspection services, not-to-exceed $260,698; (3) Authorize the City Manager to execute an Agreement with Cotton Shires and Associates, Inc. for acceptance and materials testing services, not-to-exceed $54,461; (4) Authorize the City Manager to execute an Agreement with Leftwich Archeology for archeological and Native American monitoring services, not-to-exceed $109,120; and (5) Approve a budget appropriation of $29,000 to the Capital Improvements Fund for the Fiscal Year 2024-25 Capital Improvements Program Budget. *(This motion requires a roll call vote.)*

Staff Presenter: John L. Ilasin, Public Works Director

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

10. Closeout of Carpinteria Skate Park Project.

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for the Carpinteria Skate Park Project with Lash Construction, Inc. *(Requires a roll call vote.)*

Staff Presenter: John L. Ilasin, Public Works Director

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

11. Legislation Position Letter Opposing Assembly Bill 2557.

Recommendation: Consider and act on the draft letter of opposition concerning Assembly Bill 2557.

Staff Presenter: Brian C. Barrett, City Clerk

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

PUBLIC HEARING:

12. Hearing at the request of the City of Carpinteria: (1) Introduce and conduct first reading of Ordinance No. 785, an amendment to the City's Local Coastal Program that makes changes to Carpinteria Municipal Coe, Title 14 – Zoning, by amending regulations concerning Accessory Dwelling Units and Junior Accessory Dwelling Units (Project No. 23-2231-LCPA/ORD); and (2) Adopt Resolution No. 6340 certifying that Ordinance No. 785 is intended to carry out the policies of the City's certified Local Coastal Program consistent with the California Coastal Act, and direct that the proposed Local Coastal Program Amendment be transmitted to the California Coastal Commission for certification.

    Recommendation: (1) Approve, on first reading, Ordinance No. 785, as read by title only title only; and (2) Adopt Resolution No. 6340, as read by title only; and (3) Determine that Ordinance No. 785 is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15303. *(Requires reading of ordinance title and a roll call vote.)*

    Staff Presenter: Megan Musolf, Assistant Planner

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

13. Ordinance No. 784, an Ordinance of the City Council of the City of Carpinteria, California, Amending Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) and Chapter 3.32 (Purchasing Systems) of Title 3 (Revenue and Finance) of the Carpinteria Municipal Code Regarding Purchasing System, and Resolution No. 6341, Approving and Adopting the City's Procurement Policy.

    Recommendation: (1) Introduce and approve Ordinance No. 784, as read by title only, and continue the second reading of the ordinance for adoption to July 22, 2024; and (2) Approve and adopt Resolution No. 6341, the City's Procurement Policy. *(Requires reading of ordinance title and a roll call vote.)*

    Staff Presenter: Licette Maldonado, Administrative Services Director

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

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:

14. Adopt Resolution No. 6339, combining and amending the Conditions of Employment for Miscellaneous Unrepresented and Management Personnel including amendments to classification, work schedules, compensation adjustments, leave, holidays and health benefits.

    Recommendation: Adopt Resolution No. 6339, combining and amending the Conditions of Employment between the City of Carpinteria and Miscellaneous Unrepresented and Management Personnel, including amendments to classification, work schedules, compensation adjustments, leave, holidays, and health benefits for the period of July 1, 2024 – June 30, 2025, and authorize the City Manager to implement the changes retroactively to July 1, 2024.

    Staff Presenter: Teresa Ilasin, Management Analyst II

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

LEGISLATIVE UPDATE: The City Council will discuss local, state and/or federal legislation under consideration and decide whether to direct staff to place a matter(s) on a future City Council agenda for consideration.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

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

1. Appointees to Other Government Agencies

    a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Solórzano/Alt. Clark)

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

2. Regional Committees

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

3. Joint and Standing Committees

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

4. Ad Hoc Committees

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

5. Appointed Representatives to Area Boards & Committees

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

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular City Council meeting will be held July 22, 2024 at 5:30 p.m.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at (805) 755-4403 or the California Relay Service at (866) 735-2929. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

Materials related to an agenda item submitted to the City Council after distribution of the agenda packet are available for public review at the City Clerk's Office, located at 5775 Carpinteria Avenue, Carpinteria, CA 93013 or by going to the City's website at https://carpinteriaca.gov/city-hall/agendas-meetings/.

This agenda was posted on Wednesday, July 3, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING JULY AS PARK AND RECREATION MONTH

WHEREAS, *Parks and Recreation is an integral part of communities throughout this country including the City of Carpinteria and promotes health and wellness, improving the physical and mental health of people; and*

WHEREAS, *time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's Disease; and*

WHEREAS, *community parks encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and*

WHEREAS, *the City's Parks, Recreation & Community Services Department is a leading provider of healthy meals, nutrition services and education; and*

WHEREAS, *Park and Recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and*

WHEREAS, *community parks and recreation activities increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of business, and crime reduction; and*

WHEREAS*, Parks and Recreation is fundamental to the well-being of our community; and*

WHEREAS, *our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and*

WHEREAS, *the U.S. House of Representatives has designated July as Parks and Recreation Month; and*

WHEREAS, *the City of Carpinteria recognizes the benefits derived from Parks and Recreation resources.*

NOW, THEREFORE, *the City Council of the City of Carpinteria hereby designates July as* ***"PARKS AND RECREATION MONTH"*** *in Carpinteria.*

IN WITNESS THEREOF*, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 8th day of July, 2024.*

_____
Al Clark, Mayor
City of Carpinteria

ATTEST:

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

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

REGULAR MEETING AGENDA
MONDAY, JULY 8, 2024
5:30 P.M.

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1. Call to order and roll call.

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

3. Public Comment – This is the time for public comments on matters not otherwise on the agenda but within the subject matter of the Carpinteria Library Board of Trustees.

4. Approval of minutes of the regular meeting held June 10, 2024.

5. July 2024 Community Library Report.

   Recommendation: Receive and file the report.

6. New Business & Discussion.

7. Adjournment.

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Friday, July 5, 2024 on the City's Website: https://carpinteriaca.gov/city-hall/agendas-meetings/. The Carpinteria Library Board of Trustees agenda and staff reports are part of the City Council agenda for its regular meeting of July 8, 2024. Please see "TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES." Details and procedures on how to provide public comment and participate in the meeting through telephonic means are available on the posted City Council agenda at https://carpinteriaca.gov/city-hall/agendas-meetings/.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Brian Barrett, City Clerk at brianb@carpinteriaca.gov or (805) 755-4403. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting. This agenda was posted on Wednesday, July 3, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

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

REGULAR MEETING AGENDA
MONDAY, JUNE 10, 2024

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1. Call to order and roll call.

President Clark called the meeting to order at 6:32 pm.

Boardmembers present:	Boardmember Roy Lee Boardmember Wade T. Nomura Boardmember Mónica J. Solórzano Vice President Natalia Alarcon President Al Clark
Staff members present:	Michael Ramirez, Chief Executive Officer Jena Shoaf Acos, Legal Counsel Jody Thomas, City Librarian Brian C. Barrett, Secretary

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

Secretary Barrett acknowledged that all legal noticing and procedural requirements have been met.

3. Public Comment

There was no public comment.

4. Approval of minutes of the regular meeting held May 13, 2024.

There was no public comment.

Motion by Boardmember Nomura, seconded by Vice President Alarcon, to approve the minutes of the regular meeting held May 13, 2024. Upon voice vote, the motion carried unanimously.

5. June 2024 Community Library Report.

Recommendation: Receive and file the report.

City Librarian Thomas presented the staff report.

There was no public comment.

Motion by Boardmember Solórzano, seconded by Vice President Alarcon, to receive and file the report. Upon voice vote, the motion carried unanimously.

6. New Business & Discussion.

There was no new business nor discussion.

7. Adjournment.

President Clark adjourned the meeting at 6:47 pm.

_____
Brian C. Barrett, CMC, CPMC, Secretary

City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT
July 8, 2024

ITEM FOR LIBRARY BOARD OF TRUSTEES CONSIDERATION

July 2024 Community Library Report

STAFF RECOMMENDATION

Receive and file the report.

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

BACKGROUND

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

DISCUSSION

The July 2024 report includes updates on programs, outreach efforts, and staff changes.

Programs

The Summer Reading Program: This program began on June 10 and as of June 30th there are 151 participants, 142 of which are youth. Self-declared goals from participants for the summer include: 47% want to become better at reading; 50% intend to read every day; 48% want to read as much as they can; and 72% are reading for enjoyment.

As with last year's reading program, the theme and activities related to the summer reading program include many opportunities for spending time outside. Last year participants were encouraged to spend time on the City's local beaches. This year, activities encourage insect observation and study by way of drawing the bugs found in the field, looking at bugs under magnification, and crafts that relate to the theme.

Signups for the summer reading program can be made at the library and the program continues through August 16. All ages are welcome to join!

Film Club: This club is a new offering with a partnership between AgeWell and the Library. Films will be shown every Thursday afternoon at 2:00pm beginning July 11 in the Vets Hall meeting room.

World's Safest Bingo: This program also begins on Thursday, July 11. At 6:00pm on Thursdays through the end of August, Bingo will be happening at Main Beach at the end of Linden. This is another program that encourages participants to be outside and almost all ages can play and prizes keep it especially fun.

Wild Things: Due to the July 4 holiday, Wild Things lecture will also be held on Thursday, July 11 at 6:00pm. The Land Trust will be sharing about how they worked with the City of Carpinteria and other local stakeholders to conserve the Carpinteria Bluffs Nature Preserve and Rincon Bluffs. The adjacent properties are connected by a trail easement and collectively form more than 70 acres of conserved coastal habitat. They will also discuss some of the amazing wildlife that can be observed at the two properties by exploring citizen science data.

New Additions

The Library added a 1960's manual typewriter to the "Library of Things" collection. As with many historical technologies (think LPs), typewriters have enjoyed a resurgence of popularity and especially with those who never used typewriters before. The typewriter can be checked out for up to three weeks at a time.

The Wolf Museum of Exploration + Innovation (MOXI Museum) has provided an additional 8 passes for the Library's collection at no cost to the Library. The total number of passes is now 12. The wait time for a Moxi Pass was about two months and the tripling of the number of passes will greatly reduce the wait time for a pass. As a reminder, the passes check out for one week and allow entry for up to two adults and five children. They can be used multiple times during the one week check out.

Operations

Black Gold Cooperative Library System lost 50% of funding they receive from the California State Library Board for courier services which is what the member libraries use to deliver materials from one library to another. To offset that funding loss, the contract for courier services was moved to the courier directly, eliminating the courier company that had historically provided the services. Black Gold will be using the same courier, but at a reduced cost.

The Black Gold costs to Carpinteria (Attachment A) include an increase to costs based on the formula used to determine shared costs, an increase in costs for the digital platform Hoopla to provide 10 checkouts a month, a few additional hotspots, as well as the annual portion of the unfunded pension liability.

The Library Advisory Commission is actively working on strategic planning. The Commissioners have done some preliminary work with stakeholder conversations, watched several hours of a "how-to" webinar, and engaged in conversation with a professional consultant. Plans include focus groups, staff input, Board of Trustee input, a survey in Spanish and English, and guided discussion.

Friends of the Montecito Library have reached out to discuss the possibility of Montecito Library joining the Carpinteria Library. To that end, they have requested that the consultant Martín Gómez provide a recap of that original study to the current Board of Trustees and the Library Advisory Commission this fall, with the aim to discuss pros and cons and possibilities for the future. Martin Gomez was one of the consultants who did the feasibility study in 2020, that resulted in Carpinteria establishing an independent library for the community. It was determined, at that time, that it was not feasible for Montecito to do the same, due to lack of public funding.

Staff

Our new Library Technician, Pauline Nelson, started on Monday, June 17. She has several years of public library experience and is a wonderful story teller.

In addition to the new hire, the library has several teen volunteers, an intern, and an extern working this summer. They are supporting library operations by shelving, checking in holds, making promotional signs, and other duties as assigned.

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

There are no budget impacts as a result of this action.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

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

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

Attachment A – Contributions and Total Payments to Black Gold FY25

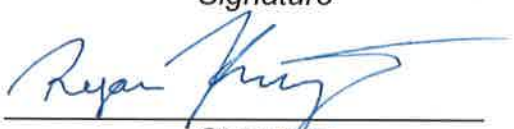
Staff contact: Jody Thomas, City Librarian
(805) 684-4314, jodyt@carpinteriaca.gov

Signature

Staff contact: Jeanette Gant, Director of Parks, Recreation and Community Services
(805) 755-4449, jeanetteg@carpinteriaca.gov

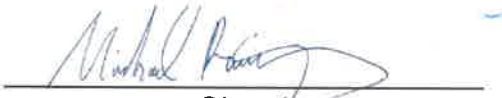
Signature

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



Signature

Staff contact: Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov



Signature

ATTACHMENT A

BLACK GOLD COOPERATIVE LIBRARY SYSTEM

Final Budget FY 2024-2025

Contributions and Total payments to Black Gold

Note: This page has been restated to include Unfunded Pension Liability as part of the Total Contribution

2024-2025	BASE %	Resources							REIMBURSABLES			
		CIRC	POP	DEVICES								
	20%	25%	50%	25%								
	BASE	RESOURCES	E-CONTENT	CalPERS Unfunded Pension Liability	TOTAL CONTRIBUTION	$ Increase	% Increase	hoopla	Hotspots	Movie Licensing Year 2 of 3	Total Payments to Black Gold
Blanchard/Santa Paula	$ 23,611	$ 42,436	$ 3,262	$ 6,961	$ 76,270	$ 12,379	19%	$ 14,000	$ 4,234	$ 140	$ 94,644
Lompoc	$ 23,611	$ 82,734	$ 9,859	$ 11,209	$ 127,413	$ 19,534	18%	$ 24,000	$ 4,234	$ 272	$ 155,919
Santa Maria	$ 23,611	$ 205,077	$ 24,401	$ 24,103	$ 277,192	$ 44,826	19%	$ 21,000	$ 8,820	$ 710	$ 307,722
Paso Robles	$ 23,611	$ 57,547	$ 19,997	$ 8,554	$ 109,708	$ 20,047	22%	$ 22,000	$ 9,878	$ 141	$ 141,728
Carpinteria	$ 23,611	$ 22,989	$ 5,717	$ 4,912	$ 57,228	$ 11,622	25%	$ 12,000	$ 5,645	$ 63	$ 74,936
Goleta	$ 23,611	$ 155,874	$ 41,255	$ 18,917	$ 239,657	$ 57,182	31%	$ 86,000	$ 15,170	$ 504	$ 341,331
	$ 141,664	$ 566,657	$ 104,491	$ 74,656	$ 887,468	$ 165,590	23%	$ 179,000	$ 47,981	$ 1,830	$ 1,116,279

Final Budget FY 2023-2024

2023-2024	BASE %	Resources						HOOPLA	Hotspots	Movie Licensing	Total Payments to Black Gold
		CIRC	POP	DEVICES							
	20%	25%	50%	25%							
	BASE	RESOURCES	E-CONTENT	CalPERS Unfunded Pension Liability	TOTAL CONTRIBUTION						
Blanchard/Santa Paula	$ 22,269	$ 39,563	$ 2,060	$ 5,017	$ 63,891			$ 8,000	$ 4,234	$ 140	$ 81,282
Lompoc	$ 22,269	$ 79,575	$ 6,035	$ 8,265	$ 107,879			$ 18,000	$ 4,234	$ 272	$ 138,650
Santa Maria	$ 22,269	$ 196,932	$ 13,165	$ 17,788	$ 232,366			$ 16,000	$ 7,056	$ 710	$ 273,920
Paso Robles	$ 22,269	$ 58,675	$ 8,717	$ 6,569	$ 89,661			$ 21,000	$ 10,584	$ 141	$ 127,955
San Luis Obispo	$ -	$ -	$ -	$ -	$ -						$ -
Santa Barbara	$ -	$ -	$ -	$ -	$ -						$ -
Carpinteria	$ 22,269	$ 19,511	$ 3,826	$ 3,390	$ 45,606			$ 6,000	$ 4,234	$ 63	$ 59,293
Goleta	$ 22,269	$ 140,198	$ 20,007	$ 13,185	$ 182,475			$ 63,000	$ 10,584	$ 504	$ 270,598
	$ 133,614	$ 534,455	$ 53,810	$ 54,214	$ 721,878			$ 132,000	$ 40,926	$ 1,830	$ 951,698

MEMORANDUM

Council Meeting Date: **July 8, 2024**

To: Honorable Mayor and City Council

From: Michael Ramirez, City Manager

Subject: **City Manager's Report**

SENIOR SERVICES PROGRAMMING (AGEWELL)

Sip & Paint

In collaboration with Grand Vida, AgeWell hosted a free "Sip and Paint" event on Thursday, June 27. The event was a major success and attracted more than 30 participants.

Registration Platform

AgeWell has launched an online registration platform, where people can register, at no cost, to become an AgeWell Member, as well as for specific programs like Pickleball. The new registration process will collect and organize participant information, liability waivers, signed codes of conduct, and emergency contact information. In addition, the platform will track program participation and other important data to help guide decision making for future programming.

Film Club in Partnership with the Community Library

The AgeWell team is thrilled to announce the launch of a new Film Club in collaboration with the Carpinteria Community Library. The club will combine shared cinematic experiences with meaningful discussion every Thursday from 2:00 pm to 4:00 pm in the Veterans Hall meeting room.

AgeWell Lecture Series: Perfect Party Planning on a Budget

The AgeWell Lecture Series continues on July 11th, with the topic "Perfect Party Planning on a Budget." Join AgeWell in the Veterans Hall meeting room at 9:30 a.m. to learn all the tips and tricks to throw an unforgettable bash without emptying your wallet. Whether you're celebrating a birthday, anniversary, or just want to host a fabulous get-together, AgeWell has you covered!

CITY EMPLOYEE UPDATES

Recruitments

Below is a partial list of open recruitments and status. Additional information on City job openings is available online at https://carpinteriaca.gov/city-hall/human-resources/

- Accounting Technician
  - Tentative start date July 8, 2024

- Aquatics Part-Time Positions
  - Pool and Beach Lifeguards
  - Swim and Water Polo Coaches

- Management Analyst I – One-Year Limited Term
  - Deadline for first review: July 17, 2024

UPDATES ON CAPITAL IMPROVEMENT PROJECTS

No updates

UPDATES ON DEVELOPMENT APPLICATIONS

Private Parklets

As discussed in the Community Development Department's update to the City Council on April 8, 2024, regarding the expiration of the COVID-19 Temporary Outdoor Business Permit Program on June 30th, CDD mailed informational letters to local businesses reminding them of the expiration of the Program and providing information on the process to obtain permanent approval of their temporary outdoor patron areas located on private property, also known as "Private Parklets". In response, CDD has received inquiries from six Carpinteria business owners who desire to permanently permit their outdoor patron spaces. CDD anticipates the first private parklet applications to be approved within the next few weeks, with several additional approvals to follow, after review by the ARB.

OTHER CITY/COMMUNITY UPDATES

November Election & Nomination Period

The General Municipal Election will be held on Tuesday, November 5, 2024 for the election of the following:

- One (1) seat for City Council District No. 2 (four-year term beginning December 2024 and ending December 2028)

- One (1) seat for City Council District No. 3 (two-year term beginning December 2024 and ending December 2026)

- One (1) seat for City Council District No. 4 (four-year term beginning December 2024 and ending December 2028)

The Nomination Period for City Council Candidates opens Monday, July 15, 2024 at 8:00 am and closes Friday, August 9, 2024 at 5:00 pm unless an incumbent does not file, then the nomination period for that Council District is extended to Wednesday, August 14, 2024 at 5:00 pm. In 2024, there are no incumbents filing for office due to the transition from at-large to district elections and the nomination period will be extended to Wednesday, August 14, 2024 at 5:00 pm. All candidates must be 18 years of age, a citizen of the United States, and a registered voter residing within the city limits and applicable Council District at the time nomination papers are issued. Candidate Handbooks will be available the first day of the nomination period, Monday, July 15, 2024. "Pulling" nomination papers will take approximately 45 minutes and an appointment is requested. There is no cost to be issued nomination papers or receive a Candidate's Handbook; however, there is a $25.00 filing fee payable at the time a candidate submits nomination papers to the City Clerk. If you are interested in running, please reach out to City Clerk Brian Barrett at (805) 755-4403 or brianb@carpinteriaca.gov. For more information go to https://carpinteriaca.gov/city-hall/city-clerk/#election.

FEMA Flood Risk Open House

The Federal Emergency Management Agency (FEMA) is proposing updates to the flood insurance rate maps for communities countywide including the Carpinteria community. FEMA will be presenting the proposed preliminary flood insurance rate maps in a Flood Risk Open House, which will be hosted by the County of Santa Barbara. The Flood Risk Open House will be on Tuesday, July 9, 2024, at 5:30 p.m. in the Planning Commission Hearing Room, Engineering Building, 123 E. Anapamu St., Santa Barbara, CA 93101.

Junior Lifeguard Program (JGs)

On Friday, June 28th, 50 Junior Lifeguards and JG Instructors went to Santa Cruz Island for a day trip, and those who did not sign up for the field trip stayed back and had a regular day of Junior Guards. On the field trip JGs were able to swim, snorkel and have fun while exploring the beach!

JGs will participate in a competition at UCSB on Tuesday, July 9th, and on Friday, July 12th, JGs will host the annual Carp Comp! The event brings together JGs from the surrounding area for a day filled with some friendly competition.

At the City Council meeting on July 8, the City will accept a donation from The Food Liaison owners, Jason and Nirasha Rodriguez, along with their daughter Kennedy who participates in the City's JG program. Over $3,000 was raised with the support of Rincon Brewery and dozens of community donors for the purchase of bike racks. Special thanks to Carpinteria Unified School District and Superintendent Diana Rigby for lending and delivering several bike racks to be used until the new bike racks are delivered.

MEMORANDUM

Date: **July 2, 2024**

To: **City Council**

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

Subject: **July 1, 2024 Planning Commission Action**

On Monday, July 1st, the Planning Commission considered the following hearing request with Commissioners Allen (virtual), Benefield, La Fevers, Moyer, and Salant in attendance:

1) **Runnfedlt Automobile Storage Project** **Planner: Brian Banks**
   Project # 23-2251-CUP/CDP
   Address: 1025 Cindy Lane
   Applicant: Ray Ames, Foothill Design Group

   Hearing on the request of Ray Ames, Foothill Design Group, to consider Project 23-2251-CUP/CDP (application filed September 8, 2023) for a Conditional Use Permit and Coastal Development Permit to allow personal storage of up to nineteen collectable automobiles within an existing approximately 7,550 square foot tenant space in a multitenant industrial/research commercial building; and to accept a categorical exemption pursuant to §15301 of the California Environmental Quality Act (CEQA) Guidelines. The application involves APN 001-190-056, addressed as 1025 Cindy Lane.

The Planning Commission voted 5-0 to approve the Conditional Use Permit and Coastal Development Permit as presented.

City of Carpinteria
Special Joint City Council, Planning Commission & Architectural Review Board Meeting Minutes
Tuesday, June 18, 2024

In-Person and Virtual

Teleconference Location: 2915 Oakdale Dr., Ann Arbor, MI 48108

CALL TO ORDER

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

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

ROLL CALL

Councilmembers present:	Councilmember Roy Lee Councilmember Mónica J. Solórzano Councilmember Wade T. Nomura Vice Mayor Natalia Alarcon Mayor Al Clark
Planning Commissioners present:	Commissioner Jane Benefield Commissioner John Moyer Commissioner Katherine Salant (present via Zoom) Chair Glenn La Fevers
Planning Commissioners absent:	Vice Chair David Allen
Architectural Review Board-members present:	Boardmember Richard Johnson Boardmember Richard Little Boardmember Patrick O'Connor Vice Chair Amy Blakemore Chair Brad Stein
Staff members present:	Michael Ramirez, City Manager Mack Carlson, on behalf of Brownstein Hyatt Farber

Schreck, LLP acting as City Attorney of the City of Carpinteria
Brian C. Barrett, City Clerk
Nick Bobroff, Community Development Director
Syndi Souter, Senior Planner

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

All Councilmembers, Planning Commissioners, and Architectural Review Boardmembers could clearly hear Planning Commissioner Salant.

PLEDGE OF ALLEGIANCE

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

CITY COUNCIL BUSINESS:

The City Council, Planning Commission and Architectural Review Board met to discuss the following subject matter:

1. Conceptual review of three options for a mixed-use project that would include: 6,718 square-feet of research and development office space; a 2,224 square-foot café/deli; and either 159, 147, or 153 apartment units, respectively for each option, on an 8.63-acre parcel located at 6380 Via Real (APN 001-190-097), proposed by Troy White, agent, for Steve Leonard, Manager for RPG Carpinteria, LLC.

   Recommendation: Receive public comment, and provide individual comments on the mixed-use development proposal.

Senior Planner Souter presented the staff report and PowerPoint presentation.

Community Development Director Bobroff and Senior Planner Souter responded to questions from the Council, Planning Commission, and Architectural Review Board.

Troy White with TW Land Planning & Development, LLC, Mark Kirkhart, project architect with Design ARC, and Scott Capps, landscape architect with EPTDESIGN presented the applicant PowerPoint presentation.

The applicant responded to questions from the Architectural Review Board, Planning Commission, and City Council.

Mayor Clark recessed to a break at 7:34 pm and reconvened the meeting at 7:45 pm.

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

Speakers in-person: Linda Lisiecki representing Lagunitas HOA, Bryan Gindoff, Ashley DeVan, William Anderson, MJ Yardley, Brad Richardson, Tim Grimes, Leslie Gascoigne, Gary Graumann, Verna Gindoff, Kevin Donoghue, Don Bensen, and Jim Gaskin

Speakers via Zoom: Gary Campopiano (did not speak)

Emails distributed: Bryan and Verna Gindoff, Tom Wong, Valerie Bentz, Donald Bensen, Graham Lyons with Mullen & Henzell LLP, Amrita Salm, Tom Perry, Ashley DeVan, Anonymous, William Anderson, Marion Anderson, Sherene Donoghue, Leslie Gascoigne, Hunter and Casey Turpin, Robert Donahue, and Robert Schwalje

Mayor Clark opened up comment from the Architectural Review Board.

Boardmember O'Connor acknowledged that the developer made changes in the design since the first presentation to the Architectural Review Board in April 2024; however, there were a number of points that weren't addressed. He recommended the Lagunitas residents and developer get together and negotiate the Covenants, Conditions and Restrictions (CC&R's). He suggested the developer run open space calculations for lot density and lot coverage, both with and without a detention basin. He liked the underground stormwater collection which could be an alternative to making some of the unusable space usable.

Boardmember Little described the CC&R's as an important element and encouraged the applicants and Lagunitas residents to resolve the CC&R's issue before the project goes further. He noted that the two other alternative plans had very minor alterations and overall, the density is overdone and he expressed concern about the lack of open space for kids to play. He recommended eliminating the commercial space and putting in low-income housing which is really vital.

Boardmember Johnson said the project was an improvement over what the Architectural Review Board had seen before, it was more detailed and residential-scaled; he liked the materials, the color scale, and the architecture is contemporary and goes along with the buildings to the east and BEGA. He suggested that there be more parking underground to free up more space for greenery and for the developer to look at great pumps to pump the sewer/water out of the site to lower the project.

Vice Chair Blakemore observed that the size, bulk and scale were too much and that the project is too ambitious and not compatible with the area or creek/riparian habitat. She explained how the underground parking layout is not functional and that the tandem spaces did not make sense and questioned their functionality. She noted that only one of the three presented options conforms to the City's existing zoning while the other ones need modifications. She commented that she could not support the project with such little open space.

Chair Stein brought up that when the project was originally planned, it was going to resolve the problem with bikeways, mass transit, and the traffic flow at Via Real and Highway 150. He believed that that resolution may be a caveat that the City could request as a way to keep the zoning the way it is. He opposed the café in this project as it would pull people away from the downtown and people accessing the café would park on Lomita Lane and block the fire access. He said that the City needs a project that fits the community and makes Carpinteria better. He stood by the original project design and recommended the applicant go back to the original project design which was smaller, had a lower profile, was night sky friendly, and was beautifully designed to fit in with the surrounding neighborhood.

Mayor Clark opened up comment from the Planning Commission.

Commissioner Benefield suggested the applicant first figure out the parking, the setbacks, and then deal with the buildings. She stated that the buildings look like San Quentin Prison and are harsh and heavy and the walkways seem narrow. She also noted that there needs to be affordable housing, more open space provided, and the building height must be at 30 feet or under. She was concerned about the impacts to the mountain views and that there should be no parking in the front setback. She expressed support for conjunctive parking wherever it may pop up, but noted that the project was not compatible with the neighborhood or what was agreed upon in the beginning. She was not in favor of the project as presented.

Commissioner Salant noted that the question regarding the CC&R's needs to be answered before the project goes forward. She was in favor of adding affordable units to the project; however, the density is overwhelming, the project needs more open space, and the presented options did not explore new ideas. She recommended the applicant go back to the drawing board legally as well as design-wise.

Mayor Clark asked legal counsel to what extent does the City enforce CC&R's and is the City a party to the CC&R's.

Legal Counsel Carlson responded that the City often requires CC&R's to be recorded on for-sale projects associated with subdivisions and in this case, the CC&R's were part of the conditions of approval for the original project, particularly conditions 161 and 162 which dealt with protection of the drainage and creek and maintenance of that area. He

stated that the CC&R's sought to establish procedures for purchasers of homes in the Lagunitas development and the purchaser or development of the parcel at issue tonight that they would maintain a fund to preserve and maintain that creek area. He clarified that the City is not a party to the agreement as the City did not sign the agreement, but as a third-party beneficiary, the City has the right, but not the obligation, to enforce those maintenance requirements. He noted that this is common especially in communities where the HOA maintains portions of the street or areas to make sure that the City has the ability to step in and enforce some of those CC&R's to maintain the community. He described that the CC&R's have recitals that describe the project that was approved at the time, but those recitals are not binding on the City and that the Council could consider this project. He further identified that the Council could condition the project to make sure the creek and drainage areas are maintained or impose other conditions as the project moves through the development process and that there is nothing that precludes the City, because these CC&R's exist, from considering alternative forms of development on the site that are consistent with the City's code.

Commissioner Moyer appreciated the presentation, liked the architecture, and believed it fit in with the surrounding area. He noted that affordable housing was tricky and this was a hard situation for the City and developer. He was in favor of Option 2 (with no modifications) and suggested the lighting be more controlled.

Chair La Fevers supported the concept of a mixed-use development on this site though he wouldn't support a full residential overlay at this site. He did not support the market/café as it would bring in uses that aren't a part of the commercial, industrial, or existing residential uses, as the downtown is used in that manner. He observed that rental housing is a needed component in Carpinteria as that is how Carpinteria has been developed. He noted that rental housing supports the City's General Plan and the Housing Element and that there has been lots of work put into the Housing Element to identify potential sites that would be compatible with mixed use such as this site. He explained that the project has the potential to support Carpinteria's interest in meeting the needs and requirements to provide additional housing whether it's market rate, above moderate, or some other form. He didn't support any of the presented options, suggested that the 30-foot limit be kept on the building height, and although technically Options 2 and 3 do that, more work needs to be done with the fill, the presentation of the front structure which is too massive to be compatible, and there is a blockage of public views of the mountains. He believed there may be opportunities to reduce the amount of fill needed and other ways to deal with drainage and sewer. He preferred avoiding any parking in the setback as the project would benefit with the further setback from Via Real and support impacts from massing. He noted his support for compact parking spaces as long as they were spread out and provided additional parking beyond what may be available. He expressed wariness on conjunctive use parking and didn't support it. He did however, like underground parking to the extent that it's used to support a denser development. He stated that before he could support the project, it would need to be scaled back towards the scale of the existing entitlement and the overall bulk and scale

reduced. He liked the mix of one- and two-bedroom studio units as well as the proposed amenities. He noted mixed feelings about forcing affordable housing units at this location along the urban/rural boundary and believed that ideally this would be a lower profile and not too dense development. He stated that to build in affordable housing, it would force the development of a much denser project. Overall, in concept, he though the project was on the right track.

Mayor Clark opened up comment from the City Council.

Councilmember Lee encouraged the Lagunitas HOA and developer to come together to find a compromise to make sure this development, if it goes through, will benefit the community and surrounding area. He suggested the developer reach out to employers to focus on workforce housing which is needed. He noted that this project along with other nearby proposed developments would greatly impact the Bailard Avenue bridge which would not be able to handle so many people, especially in an emergency. As it stands, he could not support the project.

Councilmember Solórzano spoke on the real concerns with change and growth in the City, but noted that the City currently does not have a certified Housing Element which leaves the City vulnerable when it comes to housing projects. She commented that this site was a good location for housing, but needs some affordable income-restricted housing as the people who benefit from it are a real part of the Carpinteria community.

Vice Mayor Alarcon commented that the developer and Lagunitas homeowners need to negotiate the CC&R's. She expressed concern with the small amount of functional open space and questioned the need for a dog park at this site as the City opened a pilot dog park in a nearby neighborhood, and it made more sense to place the tot lot in a central location rather than on the outskirts of the project. She noted that the central location where all the amenities are is rather condensed and wondered how much the bike storage would be used. She did like how public transportation is nearby. She suggested that the developer consider the type of tenants (whether it's a market tenant or ideal tenant). She liked the color scheme for Option 1, but that the balance of commercial to residential doesn't seem to be there yet and the project doesn't seem to be compatible with the surrounding area. She felt that the architecture seemed to be a bit industrial, like a hotel and expressed parking concerns due to the proposed café as people would park on the street. She stated that affordable housing is incredibly important and the City needs workforce housing.

Councilmember Nomura recalled that when the Architectural Review Board reviewed the original Lagunitas development years ago, it was thought that it would never conform to the rest of the area at that time; however, it did work. He noted that when talking about height and scale of the project, when looking at the cross section of the grade itself, it's lower than grade in many areas and portions of it will be brought up, but a lot of it will be brought up to the original grade. He expressed concern with the site and project, the

setbacks and open space. He said it looks like the project is developed close to the envelope and may not be giving enough room to Lagunitas homeowners. He stated that the applicant needed to understand how the creek creates a buffer between Lagunitas residents and this site. He noted that the setback in the front parking should remain as a setback and not be included along Via Real; he preferred Option 2 as favorable. Regarding solar panels and lighting, he wanted to make sure they won't be a visual nuisance for the Lagunitas residents and that the lighting is night-friendly. If the buildings are going to remain two-story, he suggested that the buildings be shielded/screened as to not affect the Lagunitas residents, such as enclosing the balconies with louvres. He observed that the presented architecture is nice, but it's not the mix or match that should be there; Lagunitas estates have a specific look and he encouraged the developer to transition between the industrial side and Lagunitas side. He noted that size and scale seems a bit large and if it were reduced the developer could handle parking (i.e. fewer units means less parking). He expressed concern that having two income types (Lagunitas owners and rental housing) may create a challenge. He encouraged the developer to reach out to the community and conform the project as much as possible.

Mayor Clark noted that the site was appropriate for residential use and explained the City needs the housing. He agreed with his colleagues that in terms of size, bulk and scale, the project needs to be reduced greatly. He observed that more affordable housing is needed and it's appropriate to have different classes of people living together. He stated the City needs to build 901 units over the next few years to comply with Regional Housing Needs Allocation (RHNA), a lot of low-income and very low-income housing needs to be built. He commented that the housing at this location should be more compatible with the Lagunitas houses. He didn't support three-story buildings as that wasn't compatible with the neighborhood and blocked public views of the mountains and instead supported two-story buildings.

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:35 pm.

_____
Al Clark, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

City of Carpinteria
City Council Minutes
Regular Meeting
Monday, June 24, 2024

In-Person and Virtual

CALL TO ORDER

Mayor Clark called the meeting to order at 5:39 pm.

ROLL CALL

Councilmembers present:	Councilmember Roy Lee Councilmember Mónica J. Solórzano Councilmember Wade T. Nomura Vice Mayor Natalia Alarcon Mayor Al Clark
Staff members present:	Michael Ramirez, City Manager Ryan Kintz, Assistant City Manager Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria Benjamin Markham, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria (present via Zoom) Stephon Downes, Management Analyst I John L. Ilasin, Public Works Director Nick Bobroff, Community Development Director Mindy Fogg, Principal Planner Licette Maldonado, Administrative Services Director Olivia Uribe Mutal, Program Manager Jeanette Gant, Parks, Recreation & Community Services Director

PLEDGE OF ALLEGIANCE

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

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

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: NONE

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Lieutenant Butch Arnoldi with the Santa Barbara County Sheriff's Department provided an update on crime in the City.

CITY MANAGER'S REPORT

a. Senior Services Programming

None.

b. City Employee Updates

See City Manager's Report.

c. Updates on Capital Improvement Projects

None.

d. Updates on Development Applications

None.

e. Other City/Community Updates

City Manager Ramirez reported on the following:

- A soon-to-be City webpage for the posting of recent and future Council letters of support/opposition on various proposed legislation.

- Temporary COVID-19 Outdoor Business Permit Program (for parklets) is expiring on June 30th and businesses with existing private property encroachment within the City's public right-of-way will be required to possess a new permit under the Downtown "T" Encroachment Permit Program.

- Independence Day Parade will be on Saturday, July 6th at 3:30 pm on Linden Avenue between Carpinteria Avenue and Sixth Street.

- A grassroots fundraising campaign spearheaded by Food Liaison owner Jason Rodriguez with the support of Rincon Brewery and community donors, raised $3,000 in support of the City's Junior Lifeguard Program and the purchase of bike racks that will be placed at the beach end of Ash

Avenue for several weeks each summer to accommodate the large number of bikes belonging to participants in the Junior Lifeguard Program.

- On Friday, June 28th from 3:30 to 4:30 pm, magician Shawn McMaster will be teaching magic to ages 10 and up at the Library.

- Recreation Programming will be closed for Independence Day.

Speakers in-person: Mike Wondolowski

PLANNING COMMISSION ACTIONS: NONE

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Eilleen Marcussen, Stephen Marcussen, Debbie Nomura, and Michael Baker, representing Boys & Girls Clubs

AGENDA MODIFICATIONS:

City Manager Ramirez asked the Council to remove Agenda Item No. 5 from the agenda.

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to remove Agenda Item No. 5 from the agenda. Upon voice vote, the motion carried unanimously.

CONSENT CALENDAR:

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 1 through 4. The roll call vote on the motion was as follows:

AYES:	Councilmember Lee (on Item Nos. 1 through 3), Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark
NOES:	Councilmember Lee (on Item No. 4)
ABSENT:	None
ABSTAIN:	None

The motion carried.

1. Approve the minutes of the regular meeting held June 10, 2024.

2. Receive and file the Expenditures for the period beginning June 3, 2024 and ending June 14, 2024.

3. Receive and file the Report of Contracts Executed by the City Manager for the Period of May 21, 2024 through June 17, 2024.

4. Adopt Ordinance No. 783 (second reading), amending Carpinteria Municipal Code Chapter 2.04.620 setting compensation of Carpinteria City Councilmembers to $950 per month. *(Requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

5. Closeout of Carpinteria Skate Park Project.

   Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for the Carpinteria Skate Park Project with Lash Construction, Inc. *(Requires a roll call vote.)*

The City Council removed this item from the agenda under the Agenda Modifications Section earlier in the meeting.

6. Resolution No. 6329, Approving a Coastal Conservancy Grant from the State Coastal Conservancy for the Carpinteria Living Shoreline Project.

   Recommendation: Adopt Resolution No. 6329, approving a Coastal Conservancy Grant from the State Coastal Conservancy for the Carpinteria Living Shoreline Project.

Public Works Director Ilasin presented the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to adopt Resolution No. 6329, as read by title only. Upon voice vote, the motion carried unanimously.

7. Cancellation of the regular City Council meeting of August 12, 2024.

   Recommendation: Authorize the cancellation of the August 12, 2024 City Council meeting.

City Manager Ramriez provided the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to authorize the cancellation of the August 12, 2024 City Council meeting. Upon voice vote, the motion carried unanimously.

PUBLIC HEARING:

8. First reading of Ordinance No. 778, amending Chapter 8.52 (SMOKING REGULATIONS) of the Carpinteria Municipal Code (CMC) to, among other changes, regulate smoking in multi-unit housing developments, and update requirements for tobacco retail signage and smoking prohibitions in hotels in accordance with State law.

   Recommendation: Approve the first reading of Ordinance No. 778, amending CMC Chapter 8.52, as read by title only and find that approval and adoption of Ordinance No. 778 is exempt from CEQA pursuant to California Environmental Quality Act Guidelines Sections 15060(c)(2) and 15060(c)(3), and 15061(b)(3). *(Requires reading of ordinance title and a roll call vote.)*

Community Development Director Bobroff introduced Principal Planner Fogg who presented the staff report and PowerPoint presentation. Principal Planner Fogg, Community Development Director Bobroff, and Legal Counsel Markham responded to questions from the Council.

Mayor Clark opened the public hearing at 6:37 pm.

Speakers in-person: Javier Garnica, Jose Martin, and Jesselyn Banos, all representing Future Leaders of America and Rogelio Delgado

Speakers via Zoom: Hector Flores Garcia

Emails distributed: Metzli Reyes and Daniel Gonzalez

Mayor Clark closed the public hearing at 6:46 pm.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to approve Ordinance No. 778 on first reading, as read by title only, and continue second reading to the regular meeting of July 8, 2024. Upon voice vote, the motion carried unanimously.

Legal Counsel Acos announced that the Council needed to vote via a roll call vote.

Management Analyst I Downes read aloud the title of Ordinance No. 778 into the record.

The roll call vote on the motion was as follows:

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

The motion carried unanimously.

Mayor Clark recessed to a break at 6:47 pm and reconvened the meeting at 6:59 pm.

9. Adoption of the Fiscal Year (FY) 2024-25 Budget, setting related Appropriations Limits as required by State Law, making year-end amendments to the FY 2023-24 Budget, updating the budget and fiscal policies, and adopting salary schedules for FY 2024-25.

   Recommendation: Receive the staff report and public comments, close the public hearing, provide staff with direction concerning any changes to the proposed budget and take the following actions: (1) Approve and adopt by Resolution No. 6330, the Municipal Budget for Fiscal Year 2024-25, including authorization of year-end amendments for Fiscal Year 23-24, and updating the budget and fiscal policies; and, (2) Establish the appropriation limit for the City of Carpinteria for the 2024-25 Fiscal Year through adoption of Resolution No. 6331; and, (3) Establish the appropriation limit for the Street Lighting District No. 1 for the 2024-25 Fiscal Year through adoption of Resolution No. 6332; and (4) Approve and adopt Fiscal Year 2024-25 Salaries for SEIU-represented Employees, Miscellaneous and Management Employees, and Part-Time, Temporary, and Seasonal Employees by Resolution Nos. 6333 and 6334, and 6336, respectively*. (Requires a roll call vote.)*

City Manager Ramirez introduced the FY 2024-25 Budget PowerPoint presentation, FY 2023-24 Accomplishments, Significant Budget Outcomes, and Compensation and Staffing Updates.

Administrative Services Director Maldonado summarized the FY 2023-24 Estimated Final Budget and FY 2024-25 Proposed Budget.

Assistant City Manager Kintz went over the General Government divisions of City Clerk and Human Resources.

Program Manager Uribe Mutal described the Emergency Management & Preparedness and Communication and Community Promotions Programs.

City Manager Ramirez explained the Community Services Support Program.

Administrative Services Director Maldonado, Community Development Director Bobroff, Public Works Director Ilasin, and Parks, Recreation & Community Services Director Gant provided their respective department budget presentations.

Mayor Clark opened the public hearing at 8:06 pm.

Speakers in-person: Rick Olmstead, Case Van Wingerden, Larry Nimmer, and Rogelio Delgado

Mayor Clark closed the public hearing at 8:18 pm.

Staff responded to questions from the Council.

The Council was in support of City Manager Ramirez executing an agreement with Larry Nimmer to video the Independence Day Parade.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to adopt Resolution Numbers 6330, 6331, 6332, 6333, 6334, and 6336 as read by title only, approving the Municipal Budget for FY 2024-25, setting related Appropriations Limits, making year-end amendments to the FY 2023-24 Budget, and adopting salary schedules for FY 2024-25.

Due to Councilmember Lee not supporting the proposed FY 2024-25 Budget, the City Council split the motion into two separate motions.

Councilmember Solórzano amended the motion to adopt Resolution Numbers 6331, 6332, 6333, 6334, and 6336 as read by title only, setting related Appropriations Limits, making year-end amendments to the FY 2023-24 Budget, and adopting salary schedules for FY 2024-25. Councilmember Nomura seconded the amended motion. The voice vote on the amended motion was as follows:

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

The amended motion carried unanimously.

Motion by Councilmember Solórzano, seconded by Vice Mayor Alarcon, to approve and adopt Resolution No. 6330, approving the Municipal Budget for FY 2024-25, including authorization of year-end amendments for FY 2023-24, and updating the budget and fiscal policies.

There was consensus of the Council to study how the City could fund the Community Resource Deputy position at next year's Work Plan and determine on a case-by-case basis how Mr. Nimmer's videos can be tailored to Council goals and reach a wider audience.

The roll call vote on the motion was as follows:

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

The motion carried.

10. Continuation of Public Hearing for Approval of Procurement Policy and Municipal Code Update.

    Recommendation: Receive public comment, keep public hearing open, and continue the public hearing for approval of the Procurement Policy and Municipal Code Update to the July 8, 2024 Council meeting.

Administrative Services Director Maldonado provided the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to continue the public hearing for approval of the Procurement Policy and Municipal Code Update to the July 8, 2024 Council meeting. Upon voice vote, the motion carried unanimously.

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

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

11. Legislation Position Letters Opposing Senate Bill 1037, Assembly Bill 1886, Senate Bill 951, and Assembly Bill 2560 and Supporting Assembly Bill 817.

    Recommendation: Consider and act on the draft letters of opposition concerning Senate Bill 1037, Assembly Bill 1886, Senate Bill 951, and Assembly Bill 2560 and the draft letter of support for Assembly Bill 817.

Legal Counsel Acos presented the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to approve submittal of the letter of opposition concerning Senate Bill 1037, Assembly Bill 1886, Senate Bill 951, and Assembly Bill 2560 and the letter of support for Assembly Bill 817. Upon voice vote, the motion carried unanimously.

LEGISLATIVE UPDATE:

Legal Counsel Acos presented AB 2557.

There was no public comment.

Motion by Mayor Clark, seconded by Vice Mayor Alarcon, to bring back a draft opposition letter concerning AB 2557 at a future Council meeting. Upon voice vote, the motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on her attendance at the Santa Barbara Metropolitan Transit District Board meeting on June 18th where the Board approved the City of Santa Barbara's proposed Downtown Community Benefit Improvement District and received a presentation on the FY 23-24 Third Quarter Performance Reports. She stated that the 19X Service is not performing as robust as hoped.

Councilmember Lee reported on his attendance at the City's Transportation Committee where the Santa Barbara Metropolitan Transit District spoke on microtransit service and his attendance at the City's General Plan Update Committee where an updated General Plan is anticipated to be presented to the Council by the end of the year.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the July 8th Council meeting.

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:51 pm.

_____
Al Clark, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 08, 2024

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning June 17, 2024 and ending June 28, 2024.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of June 17, 2024, through June 28, 2024, pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

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

FINANCIAL CONSIDERATIONS

The warrant register is designed to communicate fiscal activity since the prior reporting period.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning June 17, 2024 and ending June 28, 2024.

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

Signature

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

Signature

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

Signature

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

Signature

Warrant Register

Carpinteria, CA

Date Range: 06/17/2024 - 06/28/2024

Vendor Number / Payable #	Vendor Name / Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank					
Payment Type: Regular					
	CARPINTERIA WELLNESS CENTER		06/27/2024	(22.24)	103466
	BRIAN DAILY		06/27/2024	(138.31)	103765
	AFLAC		06/20/2024	179.85	103832
322223	Invoice	JUNE 2024 EMPLOYEE PREMIUMS			
	ALL LANGUAGES INTERPRETING & TRANSLATING INC.		06/20/2024	2,925.00	103833
30845	Invoice	2 SPANISH INTERPRETERS FOR CC MTGS APR24			
30846	Invoice	2 SPANISH INTERPRETERS FOR CC MTGS MAY24			
	AMAZON CAPITAL SERVICES INC		06/20/2024	260.53	103834
16TM-LWHW-91Q4	Invoice	PHONE CASE			
1T1J-MWLD-9QXC	Credit Memo	COLORED PAPER			
1YDY-QHN4-43FG	Invoice	BINDERS & DIVIDERS			
	AT&T MOBILITY		06/20/2024	592.19	103835
287303896883X06102024	Invoice	JUN24 CITY HALL CELL PHONES			
	BAY ALARM		06/20/2024	186.75	103836
21440191	Invoice	SECURITY/FIRE MONITORING 7/1/24-9/30/24			
	BIG GREEN CLEANING COMPANY		06/20/2024	5,769.00	103837
649093	Invoice	JUN24 CONTRACTED CLEANING SERVICES AT POOL			
649094	Invoice	JUN24 CONTRACTED CLEANING SERVICES FOR LIBRARY			
649132	Invoice	JUN24 CONTRACTED CLEANING SERVICES AT SEASIDE			
649133	Invoice	JUN24 CONTRACTED CLEANING SERVICES CITY & VETS			
	CARPINTERIA VALLEY LUMBER CO		06/20/2024	11.22	103838
538381	Invoice	SUPPLIES FOR POOL HANDRAILS			
	CARPINTERIA VETERINARY HOSPITAL INC		06/20/2024	589.00	103839
389812	Invoice	LICENSE ISSUANCE FEE 03/07/23			
396301	Invoice	LICENSE ISSUANCE FEE 04/15/23			
402746	Invoice	LICENSE ISSUANCE FEE 09/14/2023			
402749	Invoice	LICENSE ISSUANCE FEE 01/29/24			
	CENTRAL COAST IMFORMATION CENTER		06/20/2024	150.00	103840
CCIC INVOICE 3552	Invoice	FRANKLIN CREEK TRAIL INFORMATION REQUEST			
	COAST AUTO PARTS INC		06/20/2024	86.66	103841
778932	Invoice	EXHAUST FLUID FOR UNIT 331			
	COX BUSINESS		06/20/2024	135.99	103842
JUN24 001 3011 028450702	Invoice	JUN24 VETS HALL INTERNET-PHONE SERVICE			
	EASY LIFT TRANSPORTATION		06/20/2024	1,000.00	103843
7505	Invoice	JUN24 COMMUNITY TRANSPORTATION SERVICES			
	FRONTIER COMMUNICATIONS		06/20/2024	342.73	103844
JUN24 805-684-4314-063022-5	Invoice	JUN24 PHONE & INTERNET SERVICES FOR LIBRARY			
JUN24 805-684-7613-042205-5	Invoice	JUN24 PHONE & INTERNET FOR LG TOWER & BOATHOUSE			
	GRACENOTE		06/20/2024	75.65	103845
150017386	Invoice	JUN24 LISTING DISTRIBUTION SERVICES-GATV			
	GUARDIAN		06/20/2024	9,880.67	103846
JUN24 PREMIUMS	Invoice	JUN24 PREMIUMS			
	HAAKER EQUIPMENT COMPANY		06/20/2024	11,772.00	103847
E5A07J	Invoice	5/8/24-6/4/24 HAAKER STREET SWEEPER RENTAL			
	HDL SOFTWARE LLC		06/20/2024	10,000.00	103848

SIN036301	Invoice	FEB24 BUSINESS LICENSE TAX ORDINANCE/FEE STUDY			
	ID WORKS LLC		06/20/2024	629.66	103849
EGH 38733	Invoice	HATS/T-SHIRTS FOR PUBLIC WORKS			
	LEWIS ENGINEERING		06/20/2024	993.75	103850
2520	Invoice	PROFESSIONAL SERVICES CARP SEWER THROUGH 5/31/24			
	MARK MATTHEWS		06/20/2024	625.00	103851
INV0005836	Invoice	JUN24 JUNIOR LIFEGUARD TUITION REFUND			
	MISSION UNIFORM SERVICE		06/20/2024	193.08	103852
521714085	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 6/3/24			
521714087	Invoice	TOWEL & MAT REPLACEMENT FOR CITY HALL 6/3/24			
	MRS ENVIRONMENTAL INC		06/20/2024	9,200.00	103853
600-2024-05	Invoice	MAY24 OIL & GAS ON CALL ENVIROMENTAL SERVICES			
	RISDON'S 76 SERVICE		06/20/2024	60.00	103854
2681	Invoice	CAR WASH FOR UNIT 255 5/26/24			
8311	Invoice	CAR WASH FOR UNIT 255 5/16/24			
	SANTA BARBARA COUNTY SHERIFFS DEPT		06/20/2024	522,357.00	103855
2156	Invoice	JUN24 CONTRACTED LAW ENFORCEMENT SERVICES			
	SANTA BARBARA PEST CONTROL		06/20/2024	75.00	103856
30264	Invoice	MAY24 PEST CONTROL AT CITY HALL			
	SHAWN MCMASTER		06/20/2024	800.00	103857
INV0005838	Invoice	PERFORMANCE FOR LIBRARY PROGRAM 6/28/24			
	SHOWSCAPES		06/20/2024	21,865.00	103858
388336219	Invoice	JUN24 SHOW SCAPES MAINTENANCE FY23/24			
388336220	Invoice	JUN24 MONTHLY CHEMICAL CHARGE COMPLEX			
	SO CA EDISON		06/20/2024	9,304.22	103859
APR24 700405192484	Invoice	APR24 ELECTRICITY-MULTIPLE LOCATIONS			
MAY24 700474689651	Invoice	MAY24 ELECTRICITY-4683 9TH ST			
	SO CA EDISON		06/20/2024	1,256.45	103860
544134	Invoice	MAY24 ELECTRICITY-4808 FOOTHILL RD PED CARPINTERIA			
	STACY GAUTHIER		06/20/2024	625.00	103861
INV0005837	Invoice	JUN24 JUNIOR GUARD TUITION REFUND			
	STAPLES ADVANTAGE		06/20/2024	219.93	103862
6001796845	Invoice	COPY PAPER			
6003354068	Invoice	COPY PAPER			
	THE FLAG FACTORY		06/20/2024	58.32	103863
33520	Invoice	PRIDE FLAG FOR LINDEN FLAG POLE			
	TRI-CO REPROGRAPHICS		06/20/2024	26.75	103864
201654	Invoice	SCANNING SMALL FORMAT, FILE RENAME 6/4/24			
201743	Invoice	SCANNING LARGE FORMAT, FILE RENAME 6/5/24			
	VULCAN MATERIALS COMPANY		06/20/2024	1,167.63	103865
74025540	Invoice	CONCRETE FOR EV SWEEPER CHARGER			
	AMAZON CAPITAL SERVICES INC		06/27/2024	2,981.58	103866
176T-33XN-T377	Invoice	OFFICE AND PARK SUPPLIES FOR PARKS & REC			
1GRQ-N449-9H1T	Invoice	PADLOCK FOR VETS HALL			
1KPG-FCYT-PH9W	Invoice	OFFICE & PROGRAM SUPPLIES			
1KQY-FVXQ-7KFK	Invoice	2 ELECTRIC STANDING DESKS FOR CITY HALL			
1NXW-LJKK-6KML	Invoice	STORAGE CABINETS FOR SENIOR CENTER			
1RT3-7WKG-7LDK	Invoice	FRIST AID SUPPLIES FOR BEACH			
1VQH-RP9W-7QXW	Invoice	BATTERIES FOR POOL			
	A-OK POWER EQUIPMENT		06/27/2024	244.61	103867
789463	Invoice	TIMMER LINE & MOWING HEAD FOR SHOP			
	BASIC		06/27/2024	162.56	103868
IN3131480	Invoice	JUN24 MONTHLY FSA ADMIN FEE			

	BOTTENFIELD CONSTRUCTION		06/27/2024	1,326.37	103869
EP-18-6416	Invoice	PROJECT CLOSEOUT EP-18-6416			
	BUREAU VERITAS NORTH AMERICA INC		06/27/2024	6,659.69	103870
RI 24024648	Invoice	MAY24 MONTHLY PERMIT TECH SERVICES			
RI 24024654	Invoice	JUN24 PLAN CHECK SERVICES			
	CA DEPT OF JUSTICE		06/27/2024	96.00	103871
740105	Invoice	MAY24 FINGERPRINT APPLICATIONS			
	CANNON		06/27/2024	1,980.50	103872
88640	Invoice	MAY24 DESIGN SERVICE-4675 CARPINTERIA AVE			
88699	Invoice	MAY24 DESIGN SERVICE-4745 CARPINTERIA AVE			
	CANON FINANCIAL SERVICES INC		06/27/2024	1,249.52	103873
33147035	Invoice	JUN24 MAINT & SERVICE CANON PRINTERS			
	CARPINTERIA VALLEY LUMBER CO		06/27/2024	207.80	103874
539061	Invoice	MATERIAL FOR BEACH PLATFORM			
539354	Invoice	SAFETY HOOKS FOR CHIPPER TRAILER			
539401	Invoice	LAP LINK FOR MEMORIAL PARK			
539448	Invoice	FIRE/SMOKE DETECTORS FOR CITY HALL & POOL HEATER			
539689	Invoice	PRESSURE TREATED STREET SIGN			
539702	Invoice	MATERIAL FOR ROUND ABOUT STREET SIGNS BOLTS & NUTS			
	CCP INDUSTRIES INC		06/27/2024	592.56	103875
IN03497405	Invoice	FACE MASKS, GLOVES,WIPES, & TOWELS FOR SHOP			
	CIVICPLUS		06/27/2024	350.00	103876
297544	Invoice	JUN24 MUNICODE ADMINISTRATIVE SUPPORT FEE			
	COASTAL VIEW NEWS		06/27/2024	675.00	103877
61303	Invoice	HOST AD 6/6/24			
61341	Invoice	6380 VIA REAL-LAGUNITAS CONCEPTUAL REV. AD 6/18/24			
61342	Invoice	ORDINANCE 778 AD 6/24/24			
61343	Invoice	ORDINANCE 781 AD 6/10/24			
	COUNTY SANITATION COMPANY INC STEWARTS & SELZER		06/27/2024	990.00	103878
64724	Invoice	HYDRO JETTING AT CITY HALL 6/4/24			
	FREEDOM SIGNS		06/27/2024	415.68	103879
PL-19-1973	Invoice	PROJECT CLOSEOUT PL-19-1973			
	GILBERT PUNSALAN		06/27/2024	100.00	103880
INV0005857	Invoice	PETTY CASH REPLENISHMENT 6/25/24			
	HAAKER EQUIPMENT COMPANY		06/27/2024	4,838.24	103881
W1A7Y3	Invoice	REPLACE BROOMS FOR SWEEPER 5/29/24			
	HOUSING TRUST FUND OF SANTA BARBARA COUNTY		06/27/2024	5,500.00	103882
INV0005852	Invoice	WORKFORCE HOMEBUYER SERVICES SERRANO/SERGIO/NELSY			
	INFOARMOR INC		06/27/2024	81.75	103883
6456Jun24	Invoice	JUN24 IDENTITY THEFT EMPLOYEE PREMIUMS			
	JOHN D MULLEN		06/27/2024	6,526.59	103884
EP-21-6840	Invoice	PROJECT CLOSEOUT EP-21-6840			
	JOHNSTONE SUPPLY		06/27/2024	155.68	103885
P155753	Invoice	IGNITER KIT FOR POOL HEATER 6/13/24			
	KELLI FLORES		06/27/2024	725.00	103886
INV0005849	Invoice	JUN24 SWIM TEAM TUITION REFUND			
INV0005850	Invoice	JUN24 JUNIOR LIFEGUARD FEE REFUND			
	MISSION UNIFORM SERVICE		06/27/2024	443.38	103887
521759032	Invoice	MAT REPLACEMENT. UNIFROM CLEANING 6/10/24			
521759033	Invoice	TOWEL & MAT REPLACEMENT FOR CITY HALL 6/10/24			
521803087	Invoice	TOWEL & MAT REPLACEMENT- POOL 6/17/24			
521803088	Invoice	MAT REPLACEMENT. UNIFORM CLEANING 6/17/24			
521803090	Invoice	TOWEL & MAT REPLACEMENT FOR CITY HALL 6/17/24			
521803091	Invoice	TOWEL & MAT REPLACEMENT- VETS HALL 6/17/24			

	MNS ENGINEERS INC		06/27/2024	530.00	103888
86512	Invoice	MAY24 SURVEY FOR 435 CONCHA LOMA SB9			
	SANTA BARBARA HIVES LLC		06/27/2024	250.00	103889
INV0005863	Invoice	PRESENTATION FOR LIBRARY PROGRAM			
	SANTA BARBARA PEST CONTROL		06/27/2024	95.00	103890
30761	Invoice	JUN24 PEST CONTROL AT POOL			
	SANTA BARBARA SWIM CLUB		06/27/2024	288.50	103891
INV0005851	Invoice	JUN24 SBSC SWIM MEET			
	SHOWSCAPES		06/27/2024	139.00	103892
388336389	Invoice	IRRIGATION REPAIRS AT VIOLA & EL CARRO PARK 5/1/24			
	SO CA EDISON		06/27/2024	533.23	103893
JUN24A 700827247063	Invoice	JUN24 ELECTRICITY-5781 CARPINTERIA AVE PED PED			
MAY24 700163777874	Invoice	MAY24 ELECTRICITY-6145 CARPINTERIA AVE			
	STAPLES ADVANTAGE		06/27/2024	295.91	103894
6004132830	Invoice	COPY PAPER			
6004412926	Invoice	COPY PAPER & WHITE OUT TAPE			
	THE CEARNAL COLLECTIVE		06/27/2024	4,823.31	103895
EP-15-5746	Invoice	PROJECT CLOSEOUT EP-15-5746			
	THE FLAG FACTORY		06/27/2024	247.39	103896
33539	Invoice	SUPPLIES FOR LINDEN FLAGPOLE REPIAR			
	THE WHARF		06/27/2024	840.35	103897
247595	Invoice	SAFETY EQUIPMENT & BOOTS A. VEGA			
250295	Invoice	BOOTS R. ESTRADA			
251134	Invoice	BOOTS & STRAW HAT M. GONZALEZ			
252116	Invoice	SAFETY EQUIPMENT R. ESTRADA			
	UNITED PET CARE		06/27/2024	35.00	103898
202401518	Invoice	JUN24 PET INSURANCE PREMIUMS			
	VILLAGE POOL SUPPLY		06/27/2024	481.06	103899
49020	Invoice	CHLORIDE, ACID FOR POOL 6/18/24			
	WEST COAST ARBORISTS INC		06/27/2024	18,408.00	103900
215594	Invoice	TREE MAINTENANCE 5/16/24-5/31/24			
	EDD-SIT		06/27/2024	6,943.55	DFT0003289
PR13 06/27/24	Invoice	PR13 06/27/2024 PIT TAX DEPOSIT			
	EDD-SDI		06/27/2024	2,321.86	DFT0003290
PR13 06/27/24	Invoice	PR13 06/27/2024 SDI TAX DEPOSIT			
	INTERNAL REVENUE SERVICE		06/27/2024	22,543.24	DFT0003291
PR13 06/27/24	Invoice	PR13 06/27/2024 FEDERAL TAX DEPOSIT			
	CalPERS		06/27/2024	12,863.35	DFT0003292
5/25/24-6/7/24 PEPRA	Invoice	PEPRA RETIREMENT CONTRIBUTION 5/25/24-6/7/24			
	CalPERS		06/27/2024	14,901.34	DFT0003293
5/25/24-6/7/24 CLASSIC	Invoice	CLASSIC RETIREMENT CONTRIBUTION 5/25/24-6/7/24			

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 8, 2024

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

Receive and file the report.

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

BACKGROUND / DISCUSSION

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

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

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

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

Cash Statement: On May 31, 2024, the City held cash and cash investments as shown in the table below.

Table I

CASH ACTIVITY FOR THE MONTH:	
Cash and Investment Beginning of the Month	$ 20,822,586.06
Cash Receipts	6,377,474.16
Cash Disbursements	(5,971,253.32)
Cash and Investment End of the Month	$ 21,228,806.90

Investments:

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

As of May 31, 2024, the portfolio's average days to maturity was 2.25 years, the average coupon rate was 2.29%, the average yield to maturity was 4.93%, the par value was $11,250,000 and the Market Value was $10,834,937.91.

The City does not intend to sell or have any foreseeable need to sell any securities. The City's investment policy intends to hold all securities to maturity, and securities so held are redeemed at par value resulting in no net market gain or loss.

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

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

LEGAL

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

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: City of Carpinteria Monthly Treasurer's Report

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

Signature

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

Signature

Attachment A

City Treasurer's Monthly Report

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended May 2024

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	$ 20,822,586.06
Cash Receipts	6,377,474.16
Cash Disbursements	(5,971,253.32)
Cash and Investment End of the Month	$ 21,228,806.90

CASH AND INVESTMENT PORTFOLIO:

Type of Investment/Coupon/CUSIP #	Institution/Issuer	Yield to Maturity	Maturity Date	# Days to Maturity	Par Value	Market Value (1)	Book Value (2)
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	1,078,913.27	1,078,913.27	1,078,913.27
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	6/1/2024	1	1,580,827.97	1,580,827.97	1,580,827.97
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	4,614.45	4,614.45	4,614.45
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	4,354.97	4,354.97	4,354.97
Local Agency Investment Fund	State of California	0.22%	6/1/2024	1	3,608,953.26	3,608,953.26	3,608,953.26
Demand Deposit - Money Market	Charles Schwab	N/A	6/1/2024	1	3,998,397.19	3,998,397.19	3,998,397.19
Treasury Note, 0.25%, (91282CCG4)	U.S. Government	4.61%	6/15/2024	15	250,000.00	249,492.18	235,669.96
Treasury Note, 3.0%, (91282CFA4)	U.S. Government	4.53%	7/31/2024	61	250,000.00	249,062.50	244,503.55
Treasury Note, 3.25%, (91282CFG1)	U.S. Government	4.30%	8/31/2024	92	250,000.00	248,671.88	245,158.84
Treasury Note, 0.375%, (91282CCX7)	U.S. Government	1.08%	9/15/2024	107	250,000.00	246,523.43	245,359.46
Treasury Note, 2.125%, (9128282Y5)	U.S. Government	4.31%	9/30/2024	122	250,000.00	247,421.88	239,586.84
Treasury Note, 0.625%, (91282CDB4)	U.S. Government	4.14%	10/15/2024	137	250,000.00	245,742.18	233,056.64
Treasury Note, 2.25%, (912828G38)	U.S. Government	4.35%	11/15/2024	168	250,000.00	246,601.55	241,052.35
Treasury Note, 1.00%, (91282CDN8)	U.S. Government	0.98%	12/15/2024	198	250,000.00	244,375.00	250,079.39
Treasury Note, 1.125%, (91282CDS7)	U.S. Government	4.09%	1/15/2025	229	250,000.00	243,750.00	237,350.47
Treasury Note, 1.125%, (912828ZC7)	U.S. Government	1.29%	2/28/2025	273	250,000.00	242,578.13	248,740.00
Treasury Note, 2.625%, (9128284F4)	U.S. Government	1.30%	3/31/2025	304	250,000.00	244,804.68	260,224.61
Treasury Note, 0.25%, (912828ZT0)	U.S. Government	1.25%	5/31/2025	365	250,000.00	238,125.00	241,660.01
Treasury Note, 0.25%, (912828ZW3)	U.S. Government	1.53%	6/30/2025	395	250,000.00	237,343.75	239,598.86
Treasury Note, 0.25%, (91282CAM3)	U.S. Government	1.32%	9/30/2025	487	250,000.00	234,648.43	240,265.00
Treasury Note, 3.0%, (9128285J5)	U.S. Government	4.09%	10/31/2025	518	250,000.00	243,007.80	242,136.63
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.20%	12/31/2025	579	250,000.00	232,578.12	241,955.00
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.37%	12/31/2025	579	250,000.00	232,578.13	240,365.00
Treasury Note, 3.875%, (91282CGE5)	U.S. Government	3.77%	1/1/2026	580	250,000.00	245,641.19	250,641.19
Treasury Note, 1.625%, (912828P46)	U.S. Government	1.56%	2/15/2026	625	250,000.00	236,445.30	250,595.69
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	635	250,000.00	231,601.55	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	669	250,000.00	231,992.18	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	730	250,000.00	230,625.00	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	760	250,000.00	230,664.05	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	883	250,000.00	232,265.63	227,869.30

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended May 2024

Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	898	250,000.00	234,179.68	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	913	250,000.00	229,570.30	249,602.02
Treasury Note, 1.5%, (912828Z78)	U.S. Government	3.64%	1/31/2027	975	250,000.00	230,039.05	231,040.31
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	990	250,000.00	234,531.25	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	991	250,000.00	235,664.05	235,031.06
Treasury Note, 2.75%, (91282CEN7)	U.S. Government	3.71%	4/30/2027	1064	250,000.00	236,992.18	241,094.62
Treasury Note, 3.25%, (91282CEW7)	U.S. Government	3.70%	6/30/2027	1125	250,000.00	240,078.13	245,668.13
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	1187	250,000.00	238,671.88	238,232.21
Treasury Note, 4.125%, (91282CFU0)	U.S. Government	4.02%	10/31/2027	1248	250,000.00	246,054.68	250,962.10
Treasury Note, 2.25%, (9128283F5)	U.S. Government	4.01%	11/15/2027	1263	250,000.00	231,328.13	232,267.50
Treasury Note, 3.875%, (91282CGC9)	U.S. Government	4.01%	12/31/2027	1309	250,000.00	244,023.43	248,750.00
Treasury Note, 4%, (91282CGPO)	U.S. Government	3.99%	2/29/2028	1369	250,000.00	244,921.88	249,990.24
Treasury Note, 3.625%, (91282CGT2)	U.S. Government	4.15%	2/29/2028	1369	250,000.00	241,640.63	244,990.00
Treasury Note, 4%, (91282CHK0)	U.S. Government	4.14%	3/31/2028	1400	250,000.00	244,804.68	248,593.75
Treasury Note, 4.125%, (91282CHQ7)	U.S. Government	4.13%	7/31/2028	1522	250,000.00	245,937.50	249,920.00
Treasury Note, 4.375%, (91282CHX2)	U.S. Government	4.23%	8/31/2028	1553	250,000.00	248,281.25	251,445.00
Treasury Note, 4.625%, (91282CJA0)	U.S. Government	4.52%	9/30/2028	1583	250,000.00	250,703.13	251,015.00
Treasury Note, 4.875%, (91282CJF9)	U.S. Government	4.51%	10/31/2028	1614	250,000.00	253,242.18	253,583.99
Treasury Note, 4.375%, (91282CJN2)	U.S. Government	4.20%	11/30/2028	1644	250,000.00	248,476.55	251,775.00
Treasury Note, 3.75%, (91282CJR3)	U.S. Government	4.50%	12/31/2028	1675	250,000.00	241,992.18	242,177.50
Treasury Note, 4.25%, (91282CKD2)	U.S. Government	4.48%	2/28/2029	1734	250,000.00	247,265.63	247,505.21
					21,526,061.11	**21,110,999.02**	**21,228,806.90**

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 6/01/24 through 12/01/24.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of May 31, 2024 the weighted average days to maturity of the City's investment portfolio is 2.25 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

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

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

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

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

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 8, 2024

ITEM FOR COUNCIL CONSIDERATION

First Amendment to Vendor Agreement for Reoccurring Animal Control Services between the City of Carpinteria and Animal Medical Clinic for the period of April 2, 2024, to April 1, 2025, with a not-to-exceed amount of $24,000 for the one-year term.

STAFF RECOMMENDATION

Authorize the City Manager to execute the First Amendment to a Vendor Agreement for reoccurring animal control services for the period from April 2, 2024 to April 1, 2025, for a not-to-exceed amount of $24,000 for the one-year term of the Agreement.

Sample Motion: I move to authorize the City Manager to sign the First Amendment to the Vendor Agreement for reoccurring animal control services for the period from April 2, 2024 to April 1, 2025, for a not-to-exceed amount of $24,000 for the one-year term of the Agreement.

(motion requires a roll call vote)

BACKGROUND

As part of the Community Development Department's Code Compliance Division, animal control services are provided to the community. Recognizing the City lacks the proper facilities and staffing to provide all required animal control services in-house, the City has historically contracted with an outside service provider to assist in the provision of reoccurring animal control services to the community.

Since at least 2008, the City has contracted with Animal Medical Clinic (AMC) to provide these reoccurring animal control services to the City. Reoccurring animal control services are defined as including basic services (i.e., boarding facilities, supplies, animal attendants, supervisors, and administrative personnel), impound services, medical services, adoption services, euthanasia services, licensing services, emergency services,

and additional services. This scope of services is more fully defined in Exhibit A, Scope of Services, to the original Vendor Agreement (Attachment A).

The most recent one-year Vendor Agreement with AMC for reoccurring animal control services was entered into on April 1, 2023 and expired on April 1, 2024. The purpose of this agenda matter is to allow the Council to authorize renewal of the agreement for reoccurring animal control services with Animal Medical Clinic for one additional year (to April 1, 2025).

DISCUSSION

In April 2023, the City and AMC entered into a one-year Vendor Agreement (Attachment A) to provide reoccurring animal control services to the City. The one-year Vendor Agreement explained the scope of services covered by the Agreement and provided for a compensation schedule of $1,600 per month base rate, with additional charges assessed on a per response basis for emergency or after-hours impound or boarding services call-outs. The executed Vendor Agreement stipulated that, upon mutual written agreement by both parties, the term of the Vendor Agreement could be extended annually for an additional one year.

In early spring 2024, in anticipation of the upcoming expiration of the most recent Vendor Agreement, staff contacted AMC to inquire whether they were interested in renewing or re-negotiating a Vendor Agreement for the coming year(s). Dr. Smith, owner of AMC, indicated he was amenable to extending the existing Vendor Agreement under the same terms for an additional one year. Accordingly, staff prepared a First Amendment to the original executed Vendor Agreement that would simply extend the term of the Agreement from April 1, 2024 to April 1, 2025 (Attachment B).

The extension of the Agreement for one additional year, however, resulted in the total contract amount for the combined two-year term (not-to-exceed $48,000) exceeding the signing limit for a contract the City Manager may enter into without first obtaining Council authorization. Accordingly, this Amendment to the Vendor Agreement requires the Council's authorization to allow the City Manager to execute the First Amendment to the Vendor Agreement.

FINANCIAL CONSIDERATIONS

The City's continued contracting with AMC for reoccurring animal control services for a not-to-exceed amount of $24,000 has been allocated from the General Fund (101-341-5201) in the approved FY 2024-25 budget, so no additional appropriations are required going forward for the one-year term of the Amended Agreement.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has reviewed and approved the First Amendment to the Vendor Agreement for reoccurring animal control services as to form.

OPTIONS

1. Authorize the City Manager to execute the agreement for reoccurring animal control services for the period from April 2, 2024 to April 1, 2025, for not-to-exceed amount of $24,000 for the one-year term of the agreement (staff recommendation).
2. Authorize the City Manager to execute the Agreement with City Council modifications.
3. Receive staff report and choose not to execute the Agreement, and direct staff to explore other options for providing the subject reoccurring animal control services.

PRINCIPAL PARTIES EXPECTED AT VIRTUAL MEETING

M. Scott Smith, DVM, Owner, Animal Medical Clinic

ATTACHMENTS

Attachment A	Executed Vendor Agreement for reoccurring animal control services between the City of Carpinteria and Animal Medical Clinic
Attachment B	First Amendment to Executed Vendor Agreement for Reoccurring Services

Prepared by: Nick Bobroff, Community Development Director
(805) 755-4407, nickb@carpinteriaca.gov

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

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

Attachment A.

Executed Vendor Agreement for Reoccurring Animal Control Services with Animal Medical Clinic

July 8, 2024 City Council Meeting
Amendment to AMC Animal Control Services
Vendor Agreement

A2023-013

City of Carpinteria
VENDOR AGREEMENT FOR REOCCURRING SERVICES

This VENDOR AGREEMENT FOR REOCCURING ANIMAL CONTROL SERVICES ("AGREEMENT") is made and entered into as of April 1, 2023 (the "Effective Date"), by and between the City of Carpinteria a municipal corporation ("AGENCY"), and Animal Medical Clinic ("VENDOR").

RECITALS:

AGENCY wishes to retain the services of an experienced and qualified VENDOR to provide: Basic Services, Impound Services, Medical Services, Adoption Services, Euthanasia Services, Licensing Services, Emergency Services, and Additional Services.

VENDOR represents and warrants that it is qualified to perform those services.

AGREEMENT:

I. SERVICES TO BE PERFORMED BY VENDOR

VENDOR will provide the services listed in the Scope of Services attached hereto as Exhibit A. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

II. TERM

Unless earlier terminated in accordance with Paragraph 4 below, the AGREEMENT will continue in full force and effect from the Effective Date through April 1, 2024. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

III. COMPENSATION

A. Vendor's Fee

For services rendered pursuant to this AGREEMENT, VENDOR will be paid in accordance with the Compensation Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the VENDOR, for services initially contemplated by this AGREEMENT, exceed the sum of one thousand, six hundred ($1,600.00) ("Agreement Sum"), monthly unless otherwise first approved in writing by

AGENCY. Should this AGREEMENT be renewed, the VENDOR's fee may be adjusted upon the written AGREEMENT of the parties.

B. **Schedule of Payment**

Provided the VENDOR is not in default under the terms of this AGREEMENT, upon presentation of an invoice, VENDOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within thirty (30) days after the date of the invoice.

IV. TERMINATION OF AGREEMENT

A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the VENDOR at least ten (10) days prior written notice. Upon receipt of said notice, the VENDOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to VENDOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the VENDOR will submit an invoice to the AGENCY pursuant to Section 3.

V. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

VI. RETENTION OF FUNDS

VENDOR authorizes AGENCY to deduct from any amount payable to VENDOR (whether or not arising out of this AGREEMENT) any amounts the payment of which may be in dispute or that are necessary to compensate AGENCY for any

losses, costs, liabilities, or damages suffered by AGENCY, and all amounts for which AGENCY may be liable to third parties, by reason of VENDOR's acts or omissions in performing or failing to perform VENDOR's obligations under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by VENDOR, or any indebtedness exists that appears to be the basis for a claim of lien, AGENCY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of AGENCY to exercise the right to deduct or to withhold will not, however, affect the obligations of VENDOR to insure, indemnify, and protect AGENCY as elsewhere provided in this AGREEMENT.

VII. AGENCY REPRESENTATIVE

Ron Alonzo (Code Compliance Supervisor) is designated as the "AGENCY Representative", authorized to act in its behalf with respect to the work and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by AGENCY under this AGREEMENT, those actions will be taken by the AGENCY Representative, unless otherwise stated. The AGENCY's Chief Executive has the right to designate another AGENCY Representative at any time, by providing notice to VENDOR.

VIII. VENDOR REPRESENTATIVE(S)

The following principal(s) of VENDOR are designated as being the principal(s) and representative(s) of VENDOR authorized to act in its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT:

M. Scott Smith, D.V.M.

IX. INDEPENDENT CONTRACTOR

The VENDOR is, and at all times will remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its officials, employees or agents will have control over the conduct of the VENDOR or any of the VENDOR's employees, except as otherwise set forth in this AGREEMENT. The VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

X. BUSINESS LICENSE

The VENDOR must obtain an Agency business license prior to the start of work under this AGREEMENT, unless VENDOR is qualified for an exemption.

XI. OTHER LICENSES AND PERMITS

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

XII. VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the VENDOR's time pertaining to the project, and records of accounts between AGENCY and the VENDOR, will be kept on a generally recognized accounting basis. VENDOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to AGENCY during normal working hours. VENDOR will maintain these records for three (3) years after final payment.

XIII. INDEMNIFICATION

VENDOR shall indemnify, defend, and hold harmless the AGENCY, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the VENDOR's performance of its obligations under this AGREEMENT or out of the operations conducted by VENDOR, including the AGENCY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the AGENCY. In the event the AGENCY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, the VENDOR shall provide a defense to the AGENCY indemnitees or at the AGENCY's option, reimburse the AGENCY indemnities their costs of defense, including reasonable legal fees, incurred in defense of such claims.

Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between VENDOR and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, VENDOR will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. VENDOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

XIV. NON-LIABILITY OF AGENCY OFFICERS AND EMPLOYEES

No officer or employee of AGENCY will be personally liable to VENDOR, in the event of any default or breach by the AGENCY or for any amount that may become due to VENDOR.

XV. INSURANCE

Without limiting VENDOR's indemnification of AGENCY, and prior to commencement of Work, VENDOR shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to AGENCY.

General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the VENDOR arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] VENDOR shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A dropdown feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

VENDOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. VENDOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by VENDOR, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by VENDOR or AGENCY will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in

compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform VENDOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the VENDOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. 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 AGENCY and approved of in writing.

Separation of insureds. A severability of interest provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance

coverage and endorsements required of VENDOR. VENDOR 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. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the AGENCY and VENDOR may renegotiate VENDOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. VENDOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XVI. SUBCONTRACTORS

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AGENCY;

B. Present to the AGENCY the form of subcontract that will be used with the subcontractor for AGENCY's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Paragraph 13 of this AGREEMENT and must specifically name the AGENCY as an indemnified party; and

C. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming the AGENCY as an additional insured as required by this AGREEMENT, unless such requirement is

waived in writing by the AGENCY Risk Manager as provided in Paragraph 17 below.

XVII. CONFLICT OF INTEREST

No officer or employee of the AGENCY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XVIII. NOTICE

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.

B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified mail. When mailed certified mail, return receipt requested; notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To AGENCY: City of Carpinteria

5775 Carpinteria Ave
Carpinteria,CA 93013
Attention: David Durflinger, City Manager

To VENDOR: Animal Medical Clinic

1037 Casitas Pass Road
Carpinteria, CA 93013
Attention: M. Scott Smith, D.V.M.

F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

XIX. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either AGENCY or VENDOR without the prior written consent of the other.

XX. INTEGRATION; AMENDMENT

This AGREEMENT represents the entire understanding of AGENCY and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

XXI. INTERPRETATION

The terms of this AGREEMENT should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

XXII. SEVERABILITY

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

XXIII. TIME OF ESSENCE

Time is of the essence in the performance of this AGREEMENT.

XXIV. GOVERNING LAW; JURISDICTION

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in a court of competent jurisdiction within the county in which AGENCY is located.

XXV. COMPLIANCE WITH STATUTES AND REGULATIONS

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

XXVI. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

XXVII. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

XXVIII. EXHIBITS

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

XXIX. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this AGREEMENT on behalf of the VENDOR warrant that (i) the VENDOR is duly organized and existing under the appropriate State laws; (ii) they are duly authorized to execute this AGREEMENT on behalf of the VENDOR; (iii) by so executing this AGREEMENT, the VENDOR is formally bound to the provisions of this AGREEMENT; and (iv) the entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the VENDOR is bound.

VENDOR: Animal Medical Clinic

By: _____
(Signature)

M. Scott Smith, D.V.M.

AGENCY: City of Carpinteria
A Municipal Corporation

_____
David Durflinger, City Manager

ATTEST:

_____
Agency Clerk

APPROVED AS TO FORM:

Agency Attorney

By: _____ for
Jena S Acos, City Attorney

Attachments: Exhibit A Scope of Services
Exhibit B Compensation Schedule

EXHIBIT A
SCOPE OF SERVICES

Basic Services. AMC shall provide the following services including boarding facilities, supplies, animal attendants, supervisors and administrative personnel, and any other equipment, supplies and personnel reasonably required to perform the following services.

Impound Services. AMC shall make boarding facilities available to the City of Carpinteria and shall provide impound and boarding services for stray, abandoned, impounded or lost animals found in the incorporated area of Carpinteria. Members of the public may surrender stray, abandoned, impounded or lost animals found in the incorporated area of Carpinteria directly to Animal Medical Clinic during Animal Medical Clinic's business hours. Upon receipt of such an animal, Animal Medical Clinic shall inform the City of Carpinteria by contacting the Code Compliance Supervisor and providing a description of the animal and if applicable the location where it was found. The City of Carpinteria may transfer stray, abandoned, impounded or lost animals in its possession to the Animal Medical Clinic.

Medical Services. Animal Medical Clinic shall provide medical services to treat and provide veterinarian care to stray, injured or sick animals impounded at Animal Medical Clinic. Animal Medical Clinic shall quarantine biting animals and animals suspected of carrying rabies, and provided vaccination services to animals impounded at Animal Medical Clinic.

Adoption Services. During Animal Medical Clinic business hours, Animal Medical Clinic shall provide for the surrender and reclaim of stray, abandoned, impounded or lost animals. Further, during Animal Medical Clinic business hours, Animal Medical Clinic shall make impounded animals available for adoption, to the extent permissible by law. Cats and other animals shall be made available for adoption pursuant to applicable law, including Food and Agricultural Code 31751 et seq. Dogs shall be made available for adoption pursuant to applicable law, including Food and Agricultural Code 30503 and 31101 et seq. Any animal relinquished by the purported owner shall be held for the same holding periods, except relinquished kittens or puppies may be available immediately for adoption. Animal Medical Clinic shall use its best efforts to advertise the opportunity to adopt animals. Means of advertisement for adoption shall be via the City of Carpinteria Scroll or website and/or The Coastal View and public outreach at animal Medical Clinic.

Euthanasia Services. Animal Medical Clinic may euthanize, as necessary, animals impounded at Animal Medical Clinic that are unclaimed by their owners and fail to be adopted, provided that the euthanasia complies with applicable law. Animal Medical Clinic shall provide dad animal disposal of such euthanized animals.

Licensing Services. Animal Medical Clinic shall issue dog licenses upon request.

Emergency Services. After Animal Clinic business hours, Animal Clinic shall, when available receive emergency call from City of Carpinteria Staff and members of the public about stray, abandoned, impounded or lost animals found in the incorporated area of Carpinteria in need of medical attention. Animal Medical Clinic shall respond to said emergency calls by providing impound services as described in the impound services section. If emergency medical services (i.e., surgery) are necessary and an owner of the animal cannot be found, Animal Medical Clinic shall immediately notify the City of Carpinteria and provide an estimate of the costs to provide such services in writing whenever possible. The City of Carpinteria shall promptly make a determination whether or not to approve the emergency medical services and shall inform Animal Medical Clinic of its decision in writing whenever possible. Notwithstanding the foregoing, if after diligent effort Animal Medical Clinic is unable to obtain a response from the City of Carpinteria regarding approval of the emergency medical services and action must be taken, Animal Medical Clinic shall exercise its professional judgement in providing services and shall carry out those actions which would best advance the animal's interest.

Additional Services. The City of Carpinteria may elect to have Animal Medical Clinic perform additional services beyond the basic servicers referenced above, but within the expertise of Animal Medical Clinic. Such additional services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for Animal Medical Clinic's fee for such additional services.

EXHIBIT B
COMPENSATION SCHEDULE

Basic Services. For provision of the impound, medical, adoption and euthanasia services described herein, City of Carpinteria shall pay Animal Medical Clinic $ 1,600 per month as full compensation for all labor, materials, equipment, tools, transportation and services rendered. For the provision of emergency impound services that occurs between the hours of 6:00 P.M. to 7:30 A.M., including weekends, City of Carpinteria shall pay Animal Medical Clinic $ 200 per response, that requires veterinarian emergency medical services. Animal Medical Clinic shall also provide a staff to respond to afterhours call regarding a stray, abandoned, impounded or lost animal found in the incorporated area of Carpinteria in order to provide temporary boarding services in the event a Code Compliance Officer is unavailable. City of Carpinteria shall pay Animal Medical Clinic responder $25/hour, per response, minimum of 2 hours per response. Fee incurred by Animal Medical Clinic in providing emergency medical services shall be billed to the animal's owner. If an owner cannot be identified, City of Carpinteria shall pay Animal Medical Clinic those fees incurred by Animal Medical Clinic in providing emergency medical services that the City of Carpinteria approved in advance or that Animal Medical Clinic incurred after diligently attempting to gain such approval. For provision of licensing services, City of Carpinteria shall pay Animal Medical Clinic $5.00 for each dog license issued.

Additional Services. Animal Medical Clinic shall not be compensated for any services rendered in connection with their performance of this agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing in the method provided for herein. Animal Medical Clinic will submit fee estimates for such additional services upon request of City of Carpinteria.

Invoices. Each and every payment by the City of Carpinteria shall be subject to the City's receipt of an invoice outlining the items for which payment is requested along with a detailed kennel report of the handling and disposition of all animals turned in by a resident or employee of the City of Carpinteria. A separate invoice shall be mailed monthly for dog licenses issued. If the City of Carpinteria disputes any of Animal Medical Clinic fees, it shall give written notice to Animal Medical Clinic within thirty (30) days of receipt of an invoice of such disputed fees. Compensation for services rendered will be paid by the City of Carpinteria within thirty (30) days of receipt of the monthly invoice.

Withholding. City reserves the right to notify Animal Medical Clinic if any aspect of Animal Medical Clinic's work is found to be substantially inadequate. The City of Carpinteria shall immediately notify Animal Medical Clinic in writing of the deficiencies believed to be substantially inadequate and no more than ten days after receipt of service.

Taxes/Insurance/Licenses. Animal Medical Clinic shall be solely responsible for the payment of any federal, state or local income tax, social security tax, workers' compensation insurance, state disability insurance and any other taxes or insurance which Animal Medical Clinic is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this agreement, Animal Medical Clinic shall have in full force and effect all licenses necessary for the performance of the services contemplated herein, including, without limitation, business licensing from City of Carpinteria, all at the sole cost of Animal Medical Clinic.

Attachment B.

Proposed First Amendment to Executed Vendor Agreement for Reoccurring Animal Control Services

July 8, 2024 City Council Meeting
Amendment to AMC Animal Control Services
Vendor Agreement

FIRST AMENDMENT TO CITY OF CARPINTERIA
VENDOR AGREEMENT FOR REOCCURRING SERVICES

This First Amendment ("Amendment") is entered into effective as of April 2, 2024 ("Effective Date") by and between the City of Carpinteria ("City"), a municipal corporation, and Animal Medical Clinic ("Vendor"), with reference to the following facts:

RECITALS

WHEREAS, on or about April 1, 2023, City and Vendor entered into a Vendor Agreement for Recurring Services (Agreement A2023-013 or "Original Agreement") whereby Vendor agreed to provide Basic Services, Impound Services, Medical Services, Adoption Services, Euthanasia Services, Licensing Services, Emergency Services, and Additional Services for Compensation detailed in Section III of the Original Agreement; and

WHEREAS, the City and Vendor desire to amend the Original Agreement on the same terms, but with an extension of time pursuant to Section II in the Original Agreement.

NOW THEREFORE, in consideration of mutual obligations of the parties set forth in the Original Agreement, City and Vendor agree as follows:

1. The Recitals are true and correct and incorporated herein.

2. The Effective Date of April 1, 2023 that is stated in the Original Agreement is hereby modified so that the revised Effective Date shall be April 2, 2024.

3. Section II of the Original Agreement is amended to read as follows: "Unless earlier terminated in accordance with Paragraph 4 below, the AGREEMENT will continue in full force and effect from the Effective Date through April 1, 2025. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree."

4. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

5. The person executing this Amendment on behalf of Vendor warrants (a) Vendor is duly organized and existing under the appropriate State and local laws; (2) he is duly authorized to execute this Amendment on Vendor's behalf; (3) by so executing this Amendment, the Vendor is formally bound to the provisions of this Amendment, and (4) entering into this Amendment does not violate any provision of any other agreement to which the Vendor is bound.

VENDOR
Animal Medical Clinic

_____
M. Scott Smith, D.V.M.

CITY OF CARPINTERIA

_____
Michael Ramirez
City Manager

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Second reading of Ordinance No. 778, amending Chapter 8.52 (SMOKING REGULATIONS) of the Carpinteria Municipal Code to, among other changes, regulate smoking in multi-unit housing developments, and update requirements for tobacco retail signage and smoking prohibitions in hotels in accordance with State law.

STAFF RECOMMENDATION

Adopt Ordinance No. 778 (second reading), amending Carpinteria Municipal Code Chapter 8.52, Smoking Regulations.

Sample Motion: I move to adopt Ordinance No. 778, as read by title only. (*This motion requires a roll call vote.*)

BACKGROUND

On April 12, 2021, Future Leaders of America ("FLA") presented to the City Council, requesting that they consider amending Carpinteria's smoking regulations to ban smoking in multi-unit housing developments. The Council was in favor of placing the item on a future agenda for further consideration. Consequently, staff returned to the Council on June 28, 2021, to present information to the Council concerning smoking in multi-unit housing developments. The Council then directed staff to come back with options for limiting smoking in multi-unit housing for their consideration at a future meeting.

On March 11, 2024[1], staff presented the draft of Ordinance No. 778 to the Council. Following positive public feedback from a community member and members of FLA, the Council directed staff on specific aspects of the proposed ordinance. After the March 11th hearing, staff engaged with the Santa Barbara County Public Health Department, FLA representatives, and the Public Health Law Center to discuss and incorporate feedback on revisions to the proposed ordinance language.

[1] https://carpinteria.granicus.com/player/clip/1404?view_id=2&redirect=true

Staff returned to the City Council on June 24, 2024[2] to introduce the proposed Ordinance upon first reading. The revised Ordinance included a ban on smoking in multi-unit residences, as defined, starting July 1, 2025, and updated requirements for signage at tobacco retail locations, as well as revised smoking regulations for hotels to align with current State law. One member of the public and several members of FLA spoke in favor of the proposed Ordinance. The Council unanimously supported the proposed changes and voted to approve proposed Ordinance No. 778 (Attachments A and B) as presented (vote 5-0).

DISCUSSION

With the exception of correcting two non-substantive typographical errors, the proposed Ordinance No. 778 (Attachments A and B) remains unchanged from the version approved upon first reading by the City Council at their June 24th meeting. For a comprehensive discussion of the research, public input, and final changes that went into Ordinance No. 778, please refer to the June 24, 2024 staff report[3] (Item 8).

POLICY CONSISTENCY

The City is a general law city with the authority to consider and implement new laws applicable to its jurisdiction that do not conflict with State law. Consideration of laws to protect public health, welfare and safety is within the purview of the City.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the FY 2023-24 and FY 2024-25 General Fund Budgets. Involvement of Code Compliance staff in any outreach/education or enforcement efforts related to the proposed Ordinance would fall under the general duties and adopted budget for the Community Development Department.

ENVIRONMENTAL REVIEW

Proposed Ordinance No. 778 would be exempt from review under the California Environmental Quality Act ("CEQA") in accordance with California Environmental Quality Act Guidelines Section 15060(c)(2), which applies where an activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; Section 15060(c)(3), which applies where an activity is not a "project" as defined in Section 15378 of the CEQA Guidelines; and Section 15061(b)(3), which applies where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. A Notice of Exemption is provided as Attachment C.

[2] https://carpinteria.granicus.com/player/clip/1465?view_id=2&redirect=true
[3] https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1465&meta_id=93270

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office has worked closely with staff in the development of Ordinance No. 778 and will be available to answer questions about the Ordinance.

OPTIONS

1. Adopt Ordinance No. 778 (second reading), amending Chapter 8.52, Smoking Regulations, of the CMC. (*Staff recommendation*)

2. Direct Staff to revise Ordinance No. 778 and bring the matter back at a later date for further consideration.

3. Elect not to adopt Ordinance No. 778 and provide staff with further direction.

PRINCIPAL PARTIES EXPECTED AT MEETING

Representatives from Future Leaders of America, potentially affected landlords, members of HOAs, and tenants and residents of multi-unit residential developments.

ATTACHMENTS

Attachment A - Ordinance No. 778 (clean)
Attachment B - Ordinance No. 778 (changes shown)
Attachment C – Notice of Exemption

Staff contact: Mindy Fogg, Principal Planner
(805) 755-4408, mindyf@carpinteriaca.gov

Signature

Reviewed by: Nick Bobroff, Community Development Director
(805) 755-4407, nickb@carpinteriaca.gov

Signature

Reviewed by: Ryan Kintz, Assistant City Manager
(805) 755-4450; ryank@carpinteriaca.gov

Signature

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

Signature

Attachment A.

Proposed Ordinance No. 778 (Clean)

Amending Chapter 8.52 of the Municipal Code to Regulate Smoking

Smoking Regulations
July 8, 2024 City Council Meeting

ORDINANCE NO. 778
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING IN ITS ENTIRETY CHAPTER 8.52 (SMOKING REGULATIONS) OF THE CARPINTERIA MUNICIPAL CODE

WHEREAS, the City of Carpinteria (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke[1] and the California Air Resources Board identified secondhand smoke as a toxic air contaminant for which there is no safe level of exposure;[2] and

WHEREAS, secondhand smoke is responsible for an estimated 34,000 heart disease-related and 7,300 lung cancer-related deaths among adult nonsmokers each year;[3] and

WHEREAS, in children, secondhand smoke causes ear infections, more frequent and severe asthma attacks, respiratory infections, and increases the risk of Sudden Infant Death Syndrome (SIDS); and

WHEREAS, several studies indicate that secondhand cannabis smoke has been identified as a health hazard. This finding is supported by the following objective studies:

- The California Environmental Protection Agency includes cannabis smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer;[4]
- Cannabis smoke contains at least 33 known carcinogens;[5]
- In one study, exposure to cannabis smoke in an unventilated setting resulted in detectible levels of cannabinoids in non-smoker participants' blood and urine,

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[1] U.S. Department of Health and Human Services. *The Health Consequences of Involuntary Exposure to Tobacco Smoke. A Report of the Surgeon General.* Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health (2006) available at: https://www.ncbi.nlm.nih.gov/books/NBK44324/pdf/Bookshelf_NBK44324.pdf (accessed February 28, 2024).

[2] Air Resources Board, California Environmental Protection Agency. *Frequently Asked Questions — Environmental Tobacco Smoke*, available at: https://ww2.arb.ca.gov/our-work/programs/environmental-tobacco-smoke-identified-toxic-air-contaminant (accessed February 28, 2024).

[3] U.S. Department of Health and Human Services. *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General.* Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2014. Available at: https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf (accessed February 28, 2024).

[4] California Environmental Protection Agency. *Evidence on the Carcinogenicity of Cannabis Smoke.* Sacramento, CA: California Environmental Protection Agency, Office of Environmental Health Hazard Assessment, Reproductive and Cancer Hazard Branch (2009) available at: https://oehha.ca.gov/media/downloads/proposition-65/chemicals/finalmjsmokehid.pdf (accessed February 28, 2024).

[5] *Id.*

and participants experienced minor increases in heart rate and impaired cognitive performance;[6]

- A recent systematic review of the literature concluded that secondhand exposure to cannabis smoke leads to cannabinoid metabolites in bodily fluids and individuals experiencing self-reported psychoactive effects;[7] and

WHEREAS, medical cannabis is known to help patients address symptoms related to glaucoma, epilepsy, arthritis, and anxiety disorders, among other illnesses,[8] and under the Compassionate Use Act of 1996, doctors may recommend the medical use of cannabis to a patient; and

WHEREAS, in addition to secondhand smoke from tobacco products, exposure to electronic smoking device aerosol may be considered a health hazard and has immediate impacts on the human respiratory and cardiovascular system, posing a risk to human health, as evidenced by the following:

- Research has found at least twelve chemicals in electronic smoking device aerosol known to the State of California to cause cancer, birth defects, or other reproductive harm,[9] such as formaldehyde, acetaldehyde, lead, nickel, chromium, arsenic, and toluene;[10]
- Electronic smoking device aerosol is not harmless water vapor as it contains varying concentrations of particles and chemicals with some studies finding particle sizes and nicotine concentrations similar to, or even exceeding, conventional cigarette smoke;[11]
- Evidence continues to build that exposure to electronic smoking device aerosol, including secondhand exposure, has immediate impacts on the human respiratory and cardiovascular systems, and poses a risk to human health;[12]

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[6] Herrmann, ES, Cone, EJ, Mitchell, JM, et al. *Non-Smoker Exposure to Secondhand Cannabis Smoke II: Effect of Room Ventilation on the Physiological, Subjective, and Behavioral/Cognitive Effects. Drug Alcohol Depend.* (2015) 151:194–202. Doi: 10.1016/j.drugalcdep.2015.03.019, available at https://www.sciencedirect.com/science/article/abs/pii/S037687161500160X?via%3Dihub.

[7] Holitzki H, Dowsett LE, Spackman E, Noseworthy T, Clement F. *Health effects of exposure to second- and third-hand marijuana smoke: a systematic review.* CMAJ Open. 2017;5(4):E814-E822. doi:10.9778/cmajo.20170112.

[8] National Academies of Sciences, Engineering, and Medicine. "4. Therapeutic Effects of Cannabis and Cannabinoids." *The Health Effects of Cannabis and Cannabinoids: The Current State of Evidence and Recommendations for Research*. (2017). https://www.ncbi.nlm.nih.gov/books/NBK425767/

[9] Office of Environmental Health Hazard Assessment, California Environmental Protection Agency, *The Proposition 65 list*. https://oehha.ca.gov/proposition-65/proposition-65-list (accessed February 28, 2024); California Tobacco Control Program, *California Department of Public Health. State Health Officer's Report on E-Cigarettes: A Community Health Threat* (2015) available at: www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/Policy/ElectronicSmokingDevices/StateHealthEcigReport.pdf; National Academies of Sciences, Engineering, and Medicine. *Public Health Consequences of E-Cigarettes* (2018) Washington, DC: The National Academies Press available at: https://www.nap.edu/catalog/24952/public-health-consequences-of-e-cigarettes

[10] Fowles J, Barreau T, Wu N. *Cancer and Non-Cancer Risk Concerns from Metals in Electronic Cigarette Liquids and Aerosols.* Int J Environ Res Public Health (2020) 17(6):2146. doi: 10.3390/ijerph17062146.

[11] *Public Health Consequences of E-Cigarettes, supra.*

[12] *Id.*

- Given the increasing prevalence of electronic smoking device use, especially among youth and young adults, widespread nicotine exposure resulting in addiction and other harmful consequences is a serious concern;[13]
- Indoor air experts and health authorities, including the U.S. Surgeon General, American Society of Heating Refrigerating and Air Conditioning Engineers, and the State of California Tobacco Education and Research Oversight Committee (TEROC), all support inclusion of electronic smoking devices in regulations of smoking and other tobacco product use;[14] and

WHEREAS, research demonstrates that secondhand smoke in multi-unit residences or common interest developments can and does transfer between units, creeping under doorways and through wall cracks;[15] and

WHEREAS, the U.S. Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure; and that separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure;[16] and

WHEREAS, several studies have confirmed that smoke-free multi-unit residence policies are an effective method to reduce secondhand smoke exposure in multi-unit residences; and

WHEREAS, secondhand smoke in multi-unit residences is a significant threat to the health and safety of California children;[17] and

WHEREAS, research consistently demonstrates that a majority of tenants in multi-unit residences, including a large portion of smokers, supports smoke-free policies in multi-unit residences, and that support is even greater among residents with children; and

WHEREAS, 100 California cities and counties have adopted smoke-free multi-unit residence ordinances;[18] and

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[13] *Id.*

[14] U.S. Department of Health and Human Services. *E-Cigarette Use Among Youth and Young Adults: A Report of the Surgeon General.* Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. (2016) available at: https://www.ncbi.nlm.nih.gov/books/NBK538680/

[15] DiGiacomo SI, Jazayeri MA, Barua RS, Ambrose JA. Environmental Tobacco Smoke and Cardiovascular Disease, Int J Environ Res Public Health (2018) 16(1):96. doi: 10.3390/ijerph16010096.

[16] *The Health Consequences of Involuntary Exposure to Tobacco Smoke. A Report of the Surgeon General* (2006) *supra.*

[17] Centers for Disease Control and Prevention (CDC). *CDC Vital Signs — Secondhand Smoke: An Unequal Danger.* (February 2015) available at: www.cdc.gov/vitalsigns/pdf/2015-02-vitalsigns.pdf (accessed April 10, 2023).

[18] American Nonsmoker's Rights Foundation, *U.S. Laws for 100% Smokefree Multi-Unit Housing* (January 1,2024) available at http://no-smoke.org/wp-content/uploads/pdf/smokefreemuh.pdf.

WHEREAS, there is no Constitutional right to smoke; and

WHEREAS, California law declares that anything which is injurious to health or obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance; and

WHEREAS, there are significant savings from adopting a smoke-free multi-unit housing policy, as evidenced by the following:

- Prior to implementation, the U.S. Department of Housing and Urban Development's smoke-free public housing policy was conservatively estimated to produce an annual savings of 4 to 8 million dollars a year for U.S. public housing authorities in renovation-related costs,[19] and 30 to 109 million dollars per year in health care costs in California alone;[20]
- Implementing statewide smoke-free policies in multi-unit housing properties would save property owners in California an estimated $18.1 million in renovation expenses each year;[21] and

WHEREAS, local governments have broad latitude to declare nuisances and are not constrained by prior definitions of nuisance; and

WHEREAS, State law allows local governments to adopt ordinances that permit residential rental agreements to prohibit smoking tobacco products within rental units; and

WHEREAS, State law prohibits smoking within 25 feet of playgrounds as well as within 20 feet of government buildings and expressly authorizes local communities to enact additional restrictions; and

WHEREAS, state law explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3); and

WHEREAS, California Business and Professions Code section 22952 raised the minimum age limit to purchase tobacco or tobacco-related products to 21 years of age in California; and

WHEREAS, California Business and Professions Code section 22952(b) establishes that retailers of tobacco products are required to post conspicuously, at each point of purchase, notices with specific requirements; and

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[19] McFarlane A, Djoko Y, Woodward A. Instituting Smoke-Free Public Housing: An Economic Analysis, *Cityscape*, 2017;19(3):435-448. Available at: https://www.huduser.gov/portal/periodicals/cityscpe/vol19num3/ch24.pdf.

[20] King BA, Peck RM, Babb SD. National and State Cost Savings Associated with Prohibiting Smoking in Subsidized and Public Housing in the United States, *Prev Chronic Dis.* 2014;11:E171. doi: 10.5888/pcd11.140222.

[21] Ong MK, Diamant AL, Zhou Q, Park HY, Kaplan RM. Estimates of smoking-related property costs in California multiunit housing, *Am J Public Health*, 2012; 102(3):490–493. doi:10.2105/AJPH.2011.300170.

WHEREAS, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around non-smokers, especially children; to protect the public from exposure to secondhand smoke where they live, work, and play; and to protect the public from nonconsensual exposure to secondhand smoke in and around their homes, the City desires to amend Chapter 8.52 of Title 8 of the Carpinteria Municipal Code ("Smoking Regulations") in its entirety, particularly to prohibit smoking, including tobacco, cannabis, and electronic smoking device vapor or aerosol, in multi-unit residences, including apartments, owner-occupied multi-unit housing and common interest developments, such as condominiums, and to implement the signage requirements of California Business and Professions Code section 22952.

NOW THEREFORE, the City Council of the City of Carpinteria does ordain as follows:

SECTION 1. Incorporation of Recitals

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

SECTION 2. Amendment to Code

Chapter 8.52 of the Carpinteria Municipal Code should be revised to read as follows:

Chapter 8.52- Smoking Regulations

8.52.010 Title.

The regulations contained in this chapter may be known and referred to as the "smoking regulation code."

8.52.020 Purpose.

This chapter is enacted with the specific intent to:

A. Prohibit smoking in certain public places not preempted by California Labor Code section 6404.5, which provides further smoking regulations;

B. Protect the public health, safety and general welfare by prohibiting smoking in certain public places under circumstances where other persons will be exposed to secondhand smoke;

C. Ensure a cleaner and more hygienic environment for the City, its residents, and its natural resources, including its creeks and streams;

D. Strike a reasonable balance between the needs of persons who smoke and the needs of nonsmokers, including residents and visitors, particularly children, to breathe smoke-free air, recognizing the threat to public health and the environment which smoking causes;

E. Regulate the manner in which tobacco products are sold; and

F. Designate the enforcing mechanism for this chapter and for Labor Code section 6404.5.

8.52.030 Definitions

The following definitions shall govern construction of this chapter unless indicated otherwise. For purposes of this chapter, these definitions shall supersede the same terms that are defined elsewhere in this Code.

“Arm’s Length Transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of a violation of this chapter, is not an “arm’s length transaction.”

“Association” means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

“Business” means any sole proprietorship, partnership, joint venture, corporation, association or other entity formed for profit-making purposes or that has an employee.

“Cannabis” has the meaning set forth in California Health and Safety Code section 11018, as that section may be amended from time to time.

“Common area” means every area of a multi-unit residence that residents of more than one unit are entitled to enter or use, including, but not limited to, halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking areas, and eating areas.

“Common interest development” means any of the following:

1. A community apartment project as defined in section 4105 of the Civil Code.
2. A condominium project as defined in section 783 of the Civil Code.
3. A planned development as defined in section 6562 of the Civil Code.
4. A stock cooperative as defined in section 11003.2 of the Business and Professions Code.

"Code compliance officer" means the city code compliance officer or duly authorized designee of the city code compliance officer.

“Dining area” means any area available to or customarily used by the general public that is designed, established or regularly used for consuming food or drink.

“Electronic smoking device” means an electronic and/or battery-operated device which can be used to deliver an inhaled dose of nicotine or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic smoking device” includes, but is not limited to, any device manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other similar product name or descriptor.

“Employee” means any person who is employed or retained as an independent contractor by any employer as defined in this section; or any person who volunteers his or her services for an employer, association, nonprofit or volunteer entity.

“Employer” means any person, partnership, corporation, association, nonprofit or other entity that employs or retains the service of one or more persons, or supervises volunteers.

“Enclosed” means:

1. Any covered or partially covered space having more than fifty percent (50%) of its perimeter area walled in or otherwise closed to the outside such as, for example, a covered porch with more than two walls; or

2. Any space open to the sky (hereinafter “uncovered”) having more than 75 percent of its perimeter area walled in or otherwise closed to the outside, such as, for example, a courtyard.

“Health officer” means the county health officer or the duly authorized designee of the county health officer.

“Landlord” means any person or agent of a person who owns, manages, or is otherwise legally responsible for a unit in a multi-unit residence that is leased to a residential tenant. For purposes of this chapter, a tenant who sublets their unit (e.g., a sublessor) is not a landlord.

“Multi-unit residence” means property containing two (2) or more units, including, but not limited to, apartment buildings, condominium complexes, senior and assisted living facilities, and long-term health care facilities. The following are not included in the definition of a multi-unit residence:

(1) a mobile home park;

(2) a campground;

(3) a one-family dwelling, as defined in section 14.08.200 of this Code, except if used as a health care facility subject to licensing requirements; and

(4) a one-family dwelling, as defined in section 14.08.200 of this Code, with an

accessory dwelling unit or junior accessory dwelling unit, as defined in section 14.72.020 of this Code, except if the one-family dwelling, accessory dwelling unit, or junior accessory dwelling unit is used as a health care facility subject to licensing requirements.

“Nonprofit entity” means any entity that meets the requirements of California Corporations Code section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational, political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives of the entity and not to private gain. A public agency is not a nonprofit entity within the meaning of this section.

“Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

“Place of employment” means any area under the legal or de facto control of an employer, business or nonprofit entity that an employee or the general public may have cause to enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for business purposes, taxis, employee lounges, conference and banquet rooms, bingo and gaming facilities, long-term health facilities, warehouses and private residences that are used as childcare or healthcare facilities subject to licensing requirements.

“Playground” means any park or recreational area designed in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on city property.

“Premises” means a lot or contiguous lots and any improvements thereon such as is usually described in a deed, deed of trust or mortgage, and includes legally separate but contiguous pieces of land that are owned by the same person or are under common control.

“Public place” means any public or private place open to the general public regardless of any fee or age requirement, including, for example, streets, sidewalks, parking lots, parking garages, plazas, bars, restaurants, clubs, stores, stadiums, parks, playgrounds, taxis and buses. For the purposes of the provisions of this chapter, a "public place" does not mean a private residence except for (a) residences used as a child care, health care, board and care, or community foster care facility as such terms are defined by the state Health and Safety Code or (b) the common areas of multi-unit residences, such as apartment buildings and condominiums.

“Reasonable distance” means the greatest distance practicable that ensures that occupants of an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area. This distance shall be at least 25 feet,

except where physical constraints prevent such distance, and then the distance may only be reduced upon a showing of physical necessity. Under no circumstances shall the distance be less than 15 feet.

“Recreational area” means any public or private area open to the public for recreational purposes whether or not any fee for admission is charged, including without limitation, parks, trails, gardens, sporting facilities, stadiums and playgrounds.

"Restaurant" means any coffee shop, cafeteria, luncheonette, tavern, cocktail lounge, sandwich stand, soda fountain, private and public school cafeteria, eating establishment, boardinghouse or guest house or similar establishment which gives or offers for sale food or drink to the public.

“Secondhand smoke” means smoke that is generated from the burning end of a lighted tobacco, weed or plant product, or smoke that is exhaled by a person who smokes after inhaling or ingesting a lit tobacco, weed or plant product, or the aerosolized or vaporized substance that is exhaled by a smoker after inhaling an “electronic smoking device.”

"Self-service display" means an open display of tobacco products and point-of-sale tobacco promotional products that the public has access to without the intervention of an employee.

“Smoking” or to “smoke” means

1. inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, or plant product, whether natural or synthetic, except when the combusting or vaporizing material containing no tobacco, nicotine, or cannabis and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense;

2. carrying any lighted, heated, or activated tobacco, nicotine, cannabis, or plant product, whether natural or synthetic, intended for inhalation; or

3. using an “electronic smoking device.”

“Tobacco paraphernalia” means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, e-liquids, and any other item designed for smoking, preparation, storing or consumption of tobacco products.

“Tobacco product” means any substance containing tobacco leaf, and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

"Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products or tobacco paraphernalia. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

"Tobacco retailer license" or “license” shall mean a business license that permits the retail sale of tobacco products and/or tobacco paraphernalia.

"Tobacco vending machine" means any machine or device designated for or used for the vending of cigarettes, cigars, tobacco or tobacco products upon the insertion of coins, bills, trade checks, slugs or other form of legal tender or consideration.

“Unenclosed area” means any area which is not enclosed.

“Unit” means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, for example, a private balcony, porch, deck, or patio. “Unit” includes, but is not limited to, an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, or hospital; a hotel or motel room; a room in a single room occupancy facility; a room in a homeless shelter; a mobile home; a camper vehicle or tent.

"Vendor-assisted" means that only a store employee has access to the tobacco product and assists a customer by supplying the product. The customer does not take possession of the product until it is purchased.

8.52.040 Secondhand Smoke Generally
For all purposes within the jurisdiction of the city, the nonconsensual exposure to secondhand smoke and the uninvited presence of secondhand smoke on property in violation of this chapter shall constitute a nuisance, as is further described by Chapter 9.70 of this Code.

8.52.050 Public and Other Places Where Smoking Shall Be Prohibited
Except as otherwise provided by this chapter or by state or federal law, smoking shall be prohibited everywhere in the city, including but not limited to:

A. Public places;

B. Residences used as a child care, health care, board and care, or community foster care facility as such terms are defined by the state Health and Safety Code;

C. Common areas of multi-unit residences, such as apartment buildings and condominiums;

D. Effective July 1, 2025, anywhere on the premises of a multi-unit residence, including inside multi-unit residence units, common areas, and other outdoor areas.

E. Places of employment;

F. Enclosed and unenclosed places of hotels, businesses, restaurants, bars and other public accommodations;

G. Buses or other means of public transit, and ticket, boarding and waiting areas of public transit depots and bus stops, enclosed or not;

8.52.060 Places Where Smoking May Be Permitted

Except where prohibited by state or federal law, and by Chapter 12.24.020.21A of this Code, smoking may be permitted in the following locations within the city notwithstanding section 8.52.050:

A. One-family dwellings as defined at Chapter 14.08.200 of the Municipal Code. This chapter does not preclude private regulation of smoking at one family dwellings;

B. Designated smoking areas on private property provided that all of the following conditions are met:

1. The area is located a reasonable distance from:

    a. any doorway or opening into an enclosed area; and
    b. any access way to a public place;

2. The area has a clearly marked perimeter;

3. The area is posted with one or more conspicuously displayed sign(s) identifying the area as a designated outdoor smoking area pursuant to section 8.52.110 of this code;

4. Appropriate ash can(s) are placed in the smoking area and are maintained regularly by the owner, operator or manager of the smoking area;

5. No consistent complaints of secondhand smoke are filed with the city; and

6. The area is well lit.

C. Designated smoking areas (DSAs) on public property approved by the city council and developed and maintained as such by the city. Prior to creating a

DSA, the city council shall make a finding that the DSA is consistent with the purposes of this chapter;

D. Smoking areas at public events which have been approved as part of a Special Event Permit or Temporary Use Permit issued by the city.

E. Inside a private vehicle when no minor is in or within 25 feet of the private vehicle.

F. Any unenclosed area in which no nonsmoker is present and, due to the time of day or other factors, it is not reasonable to expect another person to arrive

8.52.070 Modifications of Designated Smoking Area (DSA)
The city reserves the right to prohibit or require modifications to a DSA at a certain location if it undermines the purposes of this chapter.

8.52.080 Smoking Prohibited in Multi-Unit Residences

A. Effective July 1, 2025, smoking is prohibited in all units and common areas of multi-unit residences.

B. Notwithstanding any other provisions of this chapter, smoking of cannabis for medical purposes with a doctor’s recommendation as permitted by California Health and Safety Code sections 11362.7 et seq. in any unit of a multi-unit residence is not prohibited by this chapter. Notwithstanding the foregoing, such use of cannabis may be prohibited or regulated by other provisions of this code, state law, or federal law.

C. All common areas of multi-unit residences shall have signage indicating that smoking is prohibited consistent with the sign requirements of section 8.52.110.

D. If the City receives a complaint of a violation of subdivision A, it may issue a notice to the person(s) responsible, informing them of the requirements of this Chapter. The tenant(s) of a unit, or owner-occupant(s) of an owner-occupied unit, shall be deemed the person(s) responsible for the violation where the violation was caused by the tenant(s) or owner-occupant(s) of the unit, or one or more persons subject to the control of, or present by invitation or permission of, the tenant(s) or owner-occupant(s).

E. Sales contracts for condominiums entered into on or after July 1, 2025 shall disclose the requirements of this Chapter.

F. Any person may bring a civil action to enforce this section to prevent future violations and may sue to recover actual or statutory damages, including court costs, and attorney's fees. However, this Chapter does not create a private right of action for a tenant against a landlord for any damages the tenant may suffer due to another tenant's breach of any smoking provision in a lease or other

rental agreement, so long as the landlord has fully complied with the terms of this section and section 8.52.090.

8.52.090 Requirements for Multi-Unit Residences

A. As of July 1, 2025, the landlord or association shall deliver to each unit of a multi-unit residence, a copy of this Chapter and a written notice clearly stating:

1. As of July 1, 2025, all units are designated nonsmoking units and smoking is prohibited in a unit, including any associated private balcony, porch, deck, or patio.

2. Smoking in all common areas or outdoor areas, except for specifically designated smoking areas, is a violation of this Chapter.

B. Every landlord or association shall provide prospective tenants, and/or prospective buyers of units, a copy of this Chapter and written notice clearly stating that:

1. As of July 1, 2025, Smoking is prohibited in units, including any associated private balcony, porch, deck, or patio; and

2. Smoking is prohibited in all common areas and outdoor areas, except for specifically designated smoking areas.

C. Every seller of a unit in a common interest development shall provide prospective buyers or renters a copy of this Chapter and written notice clearly stating that:

1. As of July 1, 2025, smoking is prohibited in units, including any associated private balcony, porch, deck, or patio; and

2. Smoking is prohibited in all common areas and outdoor areas, except for specifically designated smoking areas.

D. As of July 1, 2025, the person or persons with legal control over common areas shall post and maintain clear and unambiguous “No Smoking” signs at entrances and exits, in common areas, and in conspicuous places adjoining the property grounds. In addition, as of July 1, 2025, the person or persons with legal control over the multi-unit residences shall post and maintain signs in sufficient numbers and locations to indicate that smoking is prohibited in all units. The absence of signs shall not be a defense to a violation of any provision of this Chapter. “No Smoking” signs are not required inside or on doorways of units.

E. Landlords or associations with knowledge of violations shall take reasonable steps to investigate and enforce the regulations, including a written notice to the

resident of the knowledge of the violation, a request to cease the violation, and the course of action to be taken if the violation is not corrected.

8.52.100 Allowing, Aiding or Abetting Smoking

A. No person, employer, business or nonprofit entity shall knowingly permit smoking in an area under his, her or its legal or de facto control in which smoking is prohibited by this Chapter or other law.

B. Except as provided in section 8.52.120 of this code, no person, employer, business or nonprofit entity shall allow the placement or maintenance of a receptacle for smoking waste in an area under his, her or its legal or de facto control in which smoking is prohibited by this chapter or other law, provided however, that a receptacle may be placed at the entry to a nonsmoking area, along with a “No Smoking” sign, in order to encourage any smokers in violation of this chapter to immediately extinguish and properly dispose of smoking materials.

C. No person shall intimidate, threaten, effect a reprisal or retaliate against another person who seeks to attain compliance with one or more of this chapter's provisions.

8.52.110 Signs

Notwithstanding this provision, the presence or absence of signs shall not be a defense to the violation of any other provision of this Chapter.

A. “No Smoking” or “Smoke Free” signs, with letters of not less than one inch in height or the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) or any alternative signage approved by the Community Development Director may be conspicuously posted by the person, employer, business or nonprofit entity who or which has legal or de facto control of such place at each entrance to a public place in which smoking is prohibited by this chapter.

B. Within designated smoking areas, one or more conspicuously displayed sign(s) shall be posted identifying the area as such. Signs shall adhere to the following requirements: signs with arrows directing the public to the designated smoking area may be allowed; signs shall be no smaller than three (3) inches high and eight (8) inches long with a pictorial representation of a burning cigarette; signs shall contain “Designated Smoking Area” or similar and shall be posted prominently between five (5) feet and seven (7) feet above the floor or ground; and all signs are subject to approval by the Community Development Director at his or her discretion.

C. No person shall alter, deface, obscure, remove or destroy a sign or placard that this chapter authorizes.

8.52.120 Smoking Waste
Except for disposal of smoking waste in a smoking waste receptacle, no person shall dispose of smoking waste: (1) in or upon a public street or sidewalk; (2) in an area in which smoking is prohibited by this Chapter or other law; or (3) in any area a reasonable distance therefrom.

8.52.130 Requirement for Tobacco Retailer License
It is unlawful for any person to act as a tobacco retailer without first obtaining and maintaining a valid tobacco retailer license pursuant to this chapter for each location at which that activity is to occur. Tobacco retailer licenses are valid for one year. An application to renew a tobacco retailer license shall be submitted prior to the expiration of the license.

8.52.140 Tobacco Retailers must operate at a Fixed Location
No tobacco retailer license may be issued to authorize tobacco retailing at other than a fixed location. For example, tobacco retailing by persons on foot or from vehicles is prohibited.

8.52.150 Prohibition of Tobacco Retailing within Certain Areas of the City
No tobacco retailer license may be issued to authorize a tobacco retailer in the areas of the City described in sections 14.20.075 and 14.22.070 of this Code.

8.52.160 Application Procedure

A. An application for a tobacco retailer license, plus one copy shall be submitted to the Community Development Department in the name of the person proposing to conduct tobacco retailing and shall be signed by such person or an authorized agent thereof.

   It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's license. No proprietor may rely on the issuance of a license as a determination by the City of Carpinteria that the proprietor has complied with all laws applicable to tobacco retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to section 8.52.260 of this Chapter. Nothing in this Chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.

   All applications shall be submitted on a form supplied by the City and shall contain the following information:

   1. The name, address, and telephone number of each proprietor of the business seeking a license.

   2. The business name, address, and telephone number of the single fixed

location for which a license is sought.

3. A single name, mailing address and email address authorized by each proprietor to receive all communications and notices (the “Authorized Address”) required by, authorized by, or convenient to the enforcement of this chapter. If an Authorized Address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subparagraph (2) above.

4. Proof that the location for which a tobacco retailer’s license is sought has been issued a valid state tobacco retailer’s license by the Department of Tax and Fee Administration.

5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this chapter or any other local and state laws, rules and regulations related to tobacco retailing and, if so, the dates and locations of all such violations within the previous five years.

B. All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 et seq.) or any other applicable law, subject to the laws’ exemptions.

8.52.170 Issuance of Tobacco Retailer License

A. Within thirty days of the City's receipt of an application for a tobacco retailer license, the City shall issue a license, unless it has been determined by the City that the issuance of the license should be denied, based on the following criteria:

1. The information presented in the application is incomplete, inaccurate or false; or

2. The application seeks authorization for tobacco retailing by a person or at a location for which a suspension is in effect pursuant to section 8.52.260 of this chapter; or

3. The application seeks authorization for tobacco retailing in an area that is in violation of sections 14.20.075 and 14.22.070 of this Code.

4. The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter (e.g., mobile vending), that is unlawful pursuant to this code, or that is unlawful pursuant to any other law.

B. A denial of a tobacco retailer license may be appealed pursuant to section 8.52.260 of this chapter.

C. A licensed tobacco retailer shall inform the City in writing of any change in the information submitted on an application for a tobacco retailer's license within ten (10) business days of a change.

D. The City shall keep a permanent record of all tobacco retailer licenses issued, but may destroy such records as provided by law with the approval of the City Council.

8.52.180 Display of Tobacco Retailer License

Each licensee shall prominently display the tobacco retailer license at each location where tobacco retailing occurs.

8.52.190 Fees for Tobacco Retailer License

A. The initial or renewal fee for a tobacco retailer license shall be established in a master fee schedule adopted by resolution of the City Council. The fee shall be paid to the City when a tobacco retailer license application is submitted.

B. Renewal. Renewal fees, paid to the City, are due the first business day after the date of expiration of a tobacco retailer license. A tobacco retailer will be allowed a 30-day grace period to pay the renewal fee if the renewal fee has not been paid by the end of the grace period, a penalty of 50 percent of the renewal fee shall be added to the renewal fee. If the renewal fee and any applicable late penalty are not paid within 90 days after the date of expiration of a tobacco retailer license, then the City shall automatically revoke the license. Thereafter, if the licensee desires to resume tobacco retailing, a new license application must be submitted to the Community Development Department in accordance with section 8.52.160, along with the license fee and late penalty.

8.52.200 Tobacco Retailer Licenses Are Nontransferable

A. A tobacco retailer license is nontransferable. If a person to whom a tobacco retailer license has been issued, changes the business location or sells the business, then that person must obtain a new license prior to acting as a tobacco retailer at the new location, or the buyer of the business must obtain a license in the buyer's name before acting as a tobacco retailer.

B. Prior violations at a location shall continue to be counted against a location and license suspension periods shall continue to apply to a location unless:

1. The location is being or has been fully transferred to a new owner; and

2. The new owner(s) provide the City with clear and convincing evidence that the new owner(s) is acquiring or has acquired the location in an arm's length transaction.

8.52.210 License Conveys a Limited Conditional Privilege

Nothing in this chapter shall be construed to grant any person obtaining and maintaining

a tobacco retailer's license any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the City of Carpinteria identified on the face of the license. For example, nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including but not limited to, any provision of this code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code section 6404.5. Obtaining a tobacco retailer license does not make the retailer a "retailor wholesale tobacco shop" for the purposes of California Labor Code section 6404.5.

8.52.220 Positive Identification Requirements for Sale of Tobacco Products and Tobacco Paraphernalia

No person engaged in tobacco retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of 21, without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess tobacco products or tobacco paraphernalia.

8.52.230 Minimum Age for Persons Selling Tobacco Products and Tobacco Paraphernalia

No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products or tobacco paraphernalia shall engage in tobacco retailing.

8.52.240 False and Misleading Advertising Prohibited

A tobacco retailer without a valid tobacco retailer license, including for example, a tobacco retailer license that has been suspended or revoked, shall not display any advertisement promoting the sale or distribution of tobacco products or tobacco paraphernalia at the tobacco retailer's location and shall keep all such products out of public view.

8.52.250 Compliance Monitoring

A. Compliance with the tobacco retailer license provisions of this chapter shall be primarily enforced by the Santa Barbara County Sheriff, in conjunction with the Public Health Department. However, any peace officer may enforce the penal provisions of this chapter.

B. The Sheriff will check the compliance of each tobacco retailer one to three times per 12-month period. However, the Sheriff may check the compliance of a tobacco retailer more or less often, depending on a tobacco retailer's compliance history. Nothing in this paragraph shall create a right of action for any tobacco retailer or other person, against the city, county or its agents.

8.52.260 Revocation or Suspension of Tobacco Retailer License and Appeals

A. Suspension.

1. A tobacco retailer license may be suspended if the City finds that the licensee, or an agent or employee thereof, has violated:

    a. Any provision of this chapter; or

    b. Any state law governing the sale, distribution, advertisement or display of tobacco, tobacco products or tobacco paraphernalia, including, but not limited to, Penal Code section 308(a), Business and Professions Code section 22950 et seq. (Stop Tobacco Access to Kids Enforcement Act (STAKE Act)), and Business and Professions Code section 25612.5(c)(7).

2. Suspension periods.

    a. Upon a first finding by the City of a violation of this chapter by a licensee, or an agent or employee thereof, within any five-year period, the license may be suspended for up to 30 days.

    b. Upon the second finding by the City of a violation of this chapter by a licensee, or an agent or employee thereof, within any five-year period, the license may be suspended for up to 90 days.

    c. Upon the third finding by the City of a violation of this chapter by a licensee, or an agent or employee thereof, within any five-year period, the license may be suspended for up to 12 months. However, if the licensee is operating within 1,000 feet of a school pursuant to section 8.52.150 of this chapter, upon the third finding by the city of a violation by a licensee or by any agent or employee of a licensee within any five-year period the tobacco retailer license may be permanently revoked by the City Council at a public hearing.

B. Revocation.

1. A tobacco retailing license may be revoked if the City finds that one or more of the bases for denial exists pursuant to section 8.52.170(A). The revocation shall be without prejudice to the filing of a new application for a license following correction of the conditions that required revocation of the license.

2. On revocation of a license, no part of the money paid to the City as a fee shall be returned.

C. Appeal of Denial, Revocation and/or Suspension. The decision of the City to revoke, suspend, or deny the issuance of a tobacco retailer license can be appealed. All appeals must be in writing and filed with the Community Development Department within ten days of receipt of notice of denial, or within ten days of the effective date of the notice of revocation or suspension of a tobacco retailer license. The City shall set an appeal hearing at the earliest

practicable time and shall give written notice of the hearing to the parties at least ten days before the date of the hearing. At the hearing any relevant evidence shall be admitted. Within a reasonable time after the conclusion of the hearing, the City shall make a written decision. An appeal shall stay all proceedings until the appeal is resolved. Any decision rendered by the City shall be a final administrative decision.

D. Settlement in Lieu of Appeal Hearing. For a first or second alleged violation of this chapter within any five-year period, the City may engage in settlement negotiations and may enter into a settlement agreement with a tobacco retailer alleged to have violated this chapter, provided that a timely appeal has been filed. Settlements shall not be confidential.

1. After a first alleged violation, any settlement must contain the following minimum terms:

    a. Suspension of the tobacco retailer license for at least 15 days;

    b. A settlement payment to the City of at least 1,000 dollars; and

    c. An admission by the licensee that the violation occurred and a stipulation that the violation will be counted when considering what penalty will be assessed for any future violations.

2. After a second alleged violation, any settlement must contain the following minimum terms:

    a. Suspension of the tobacco retailer license for at least 45 days;

    b. A settlement payment to the City of at least 5,000 dollars; and

    c. An admission by the licensee that the violation occurred and a stipulation that the violation will be counted when considering what penalty will be assessed for any future violations.

8.52.270 Minors—Posting of signs

Any person, business, tobacco retailer, or owner, manager or operator of any establishment that sells tobacco products shall post plainly visible signs at the point of purchase of tobacco products which state:

“The Sale of Tobacco Products to Persons Under 21 Years of Age is Prohibited by Law and Subject to Penalties. To Report an Unlawful Tobacco Sale, Call 1-800-5 ASK-4-ID. Valid identification may be required.”

Signs must meet the requirements of State law under California Business and Professions Code section 22952. The letters of said signs must be readable by the consumer and must not be altered, covered, or obliterated in whole or in part.

8.52.280 Sale and distribution of tobacco products
It is unlawful for any person, business or tobacco retailer to sell, permit to be sold, offer for sale or display for purposes of sale by means of self-service displays or by any means other than vendor-assisted sales, any tobacco products other than cartons of cigarettes, multi-container packages of smokeless tobacco and cigars and pipe tobacco. Cartons of cigarettes, multi-container packages of smokeless tobacco, and cigars and pipe tobacco may be sold by means of self-service merchandising only when these products are under direct surveillance of a store employee. Tobacco products shall be deemed to be under direct surveillance of an employee only if the tobacco products themselves (and not just the racks, shelves, kiosks, etc., where the products are displayed) are in plain view of the store employee.

8.52.290 Vending machines.
No person, business, tobacco retailer or other establishment located within the city shall locate, install, keep, maintain or use, or permit the location, installation, keeping, maintenance, or use of, on his, her or its premises any vending machine for the purpose of selling or distributing any tobacco product. This provision shall not apply to vending machines which are located in bars, provided that such vending machines in bars must be located at least 25 feet from any entry into the bar.

8.52.300 Out-of-package sales.
No person, business, tobacco retailer or other establishment shall sell or offer for sale cigarettes or other tobacco or smoking products not in the original packaging provided by the manufacturer and with all required health warnings.

8.52.310 Enforcement.
The code compliance officer, or any peace officer may enforce the provisions of this chapter.

8.52.320 Citizen complaints.
Any citizen who desires to register a complaint under the provisions of this chapter may request the code compliance officer to initiate enforcement. However, for complaints regarding violations of section 8.52.080 (Smoking Prohibited in Multi-Unit Residences), the sole remedy shall be as described in section 8.52.080(F).

8.52.330 Violation—Premises.
It shall be unlawful for any person who owns, manages or operates any premises subject to regulations of this chapter to fail to comply with its provisions. No person shall cause, permit, aid, abet or conceal a violation of any provision of this chapter.

8.52.340 Violation—Individuals.
It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.

8.52.350 Violation—Penalty.
In addition to any other remedy available at law, violation of any provision of this chapter shall be subject to Chapter 1.06 (Administrative Remedies) and Chapter 1.08 (Penalties) of this Code. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

8.52.360 Separate offense.
A separate offense is committed for each and every day, or part of a day, during which any violation is caused, committed, continued or permitted. Each offense is punishable separately from every other offense

8.52.370 Public education—Purposes of chapter.
The code compliance officer, in conjunction and coordination with the county health officer of the county of Santa Barbara and, where feasible, appropriate health or safety oriented community-based organizations and coalitions, shall engage in a continuing program to explain and clarify the purposes of the provisions of the chapter to citizens affected by it, and to guide business owners, operators and managers in their compliance with it.

8.52.380 Governmental cooperation.
The city manager shall request all governmental and educational agencies which maintain an office within the city to establish local operating procedures to cooperate and comply with this chapter.

8.52.390 Other laws.
The provisions of this chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws. Further, it is not the intent of the provisions of this chapter to regulate smoking where such regulation has been preempted by the state.

SECTION 3. Severability.
This Chapter and the various sections thereof are severable. Should any part of this ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declared that it would have passed and adopted this Ordinance, and each and every provision hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 4. CEQA Exemption
The City Council finds the proposed ordinance amendment to be exempt from CEQA pursuant to State CEQA Guidelines section 15060(c)(2) (activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project) as defined in section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. Effective Date.
This ordinance shall take effect and be in force thirty (30) days from and after its passage.

PASSED, APPROVED AND ADOPTED this 8th day of July, 2024 by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held July 8, 2024.

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

APPROVED AS TO FORM:

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

Attachment B.

Proposed Ordinance No. 778 (Changes Shown)

Amending Chapter 8.52 of the Municipal Code to Regulate Smoking

Smoking Regulations
July 8, 2024 City Council Meeting

ORDINANCE NO. 778
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING IN ITS ENTIRETY CHAPTER 8.52 (SMOKING REGULATIONS) OF THE CARPINTERIA MUNICIPAL CODE

WHEREAS, the City of Carpinteria (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke[1] and the California Air Resources Board identified secondhand smoke as a toxic air contaminant for which there is no safe level of exposure;[2] and

WHEREAS, secondhand smoke is responsible for an estimated 34,000 heart disease-related and 7,300 lung cancer-related deaths among adult nonsmokers each year;[3] and

WHEREAS, in children, secondhand smoke causes ear infections, more frequent and severe asthma attacks, respiratory infections, and increases the risk of Sudden Infant Death Syndrome (SIDS); and

WHEREAS, several studies indicate that secondhand cannabis smoke has been identified as a health hazard. This finding is supported by the following objective studies:

- The California Environmental Protection Agency includes cannabis smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer;[4]
- Cannabis smoke contains at least 33 known carcinogens;[5]
- In one study, exposure to cannabis smoke in an unventilated setting resulted in detectible levels of cannabinoids in non-smoker participants' blood and urine,

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[1] U.S. Department of Health and Human Services. *The Health Consequences of Involuntary Exposure to Tobacco Smoke. A Report of the Surgeon General.* Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health (2006) available at: https://www.ncbi.nlm.nih.gov/books/NBK44324/pdf/Bookshelf_NBK44324.pdf (accessed February 28, 2024).

[2] Air Resources Board, California Environmental Protection Agency. *Frequently Asked Questions — Environmental Tobacco Smoke*, available at: https://ww2.arb.ca.gov/our-work/programs/environmental-tobacco-smoke-identified-toxic-air-contaminant (accessed February 28, 2024).

[3] U.S. Department of Health and Human Services. *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General.* Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2014. Available at: https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf (accessed February 28, 2024).

[4] California Environmental Protection Agency. *Evidence on the Carcinogenicity of Cannabis Smoke.* Sacramento, CA: California Environmental Protection Agency, Office of Environmental Health Hazard Assessment, Reproductive and Cancer Hazard Branch (2009) available at: https://oehha.ca.gov/media/downloads/proposition-65/chemicals/finalmjsmokehid.pdf (accessed February 28, 2024).

[5] *Id.*

and participants experienced minor increases in heart rate and impaired cognitive performance;[6]

- A recent systematic review of the literature concluded that secondhand exposure to cannabis smoke leads to cannabinoid metabolites in bodily fluids and individuals experiencing self-reported psychoactive effects;[7] and

WHEREAS, medical cannabis is known to help patients address symptoms related to glaucoma, epilepsy, arthritis, and anxiety disorders, among other illnesses,[8] and under the Compassionate Use Act of 1996, doctors may recommend the medical use of cannabis to a patient; and

WHEREAS, in addition to secondhand smoke from tobacco products, exposure to electronic smoking device aerosol may be considered a health hazard and has immediate impacts on the human respiratory and cardiovascular system, posing a risk to human health, as evidenced by the following:

- Research has found at least twelve chemicals in electronic smoking device aerosol known to the State of California to cause cancer, birth defects, or other reproductive harm,[9] such as formaldehyde, acetaldehyde, lead, nickel, chromium, arsenic, and toluene;[10]
- Electronic smoking device aerosol is not harmless water vapor as it contains varying concentrations of particles and chemicals with some studies finding particle sizes and nicotine concentrations similar to, or even exceeding, conventional cigarette smoke;[11]
- Evidence continues to build that exposure to electronic smoking device aerosol, including secondhand exposure, has immediate impacts on the human respiratory and cardiovascular systems, and poses a risk to human health;[12]

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[6] Herrmann, ES, Cone, EJ, Mitchell, JM, et al. *Non-Smoker Exposure to Secondhand Cannabis Smoke II: Effect of Room Ventilation on the Physiological, Subjective, and Behavioral/Cognitive Effects. Drug Alcohol Depend.* (2015) 151:194–202. Doi: 10.1016/j.drugalcdep.2015.03.019, available at https://www.sciencedirect.com/science/article/abs/pii/S037687161500160X?via%3Dihub.

[7] Holitzki H, Dowsett LE, Spackman E, Noseworthy T, Clement F. *Health effects of exposure to second- and third-hand marijuana smoke: a systematic review.* CMAJ Open. 2017;5(4):E814-E822. doi:10.9778/cmajo.20170112.

[8] National Academies of Sciences, Engineering, and Medicine. "4. Therapeutic Effects of Cannabis and Cannabinoids." *The Health Effects of Cannabis and Cannabinoids: The Current State of Evidence and Recommendations for Research*. (2017). https://www.ncbi.nlm.nih.gov/books/NBK425767/

[9] Office of Environmental Health Hazard Assessment, California Environmental Protection Agency, *The Proposition 65 list*. https://oehha.ca.gov/proposition-65/proposition-65-list (accessed February 28, 2024); California Tobacco Control Program, *California Department of Public Health. State Health Officer's Report on E-Cigarettes: A Community Health Threat* (2015) available at: www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/Policy/ElectronicSmokingDevices/StateHealthEcigReport.pdf; National Academies of Sciences, Engineering, and Medicine. *Public Health Consequences of E-Cigarettes* (2018) Washington, DC: The National Academies Press available at: https://www.nap.edu/catalog/24952/public-health-consequences-of-e-cigarettes

[10] Fowles J, Barreau T, Wu N. *Cancer and Non-Cancer Risk Concerns from Metals in Electronic Cigarette Liquids and Aerosols.* Int J Environ Res Public Health (2020) 17(6):2146. doi: 10.3390/ijerph17062146.

[11] *Public Health Consequences of E-Cigarettes, supra.*

[12] *Id.*

- Given the increasing prevalence of electronic smoking device use, especially among youth and young adults, widespread nicotine exposure resulting in addiction and other harmful consequences is a serious concern;[13]
- Indoor air experts and health authorities, including the U.S. Surgeon General, American Society of Heating Refrigerating and Air Conditioning Engineers, and the State of California Tobacco Education and Research Oversight Committee (TEROC), all support inclusion of electronic smoking devices in regulations of smoking and other tobacco product use;[14] and

WHEREAS, research demonstrates that secondhand smoke in multi-unit residences or common interest developments can and does transfer between units, creeping under doorways and through wall cracks;[15] and

WHEREAS, the U.S. Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure; and that separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure;[16] and

WHEREAS, several studies have confirmed that smoke-free multi-unit residence policies are an effective method to reduce secondhand smoke exposure in multi-unit residences; and

WHEREAS, secondhand smoke in multi-unit residences is a significant threat to the health and safety of California children;[17] and

WHEREAS, research consistently demonstrates that a majority of tenants in multi-unit residences, including a large portion of smokers, supports smoke-free policies in multi-unit residences, and that support is even greater among residents with children; and

WHEREAS, 100 California cities and counties have adopted smoke-free multi-unit residence ordinances;[18] and

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[13] *Id.*

[14] U.S. Department of Health and Human Services. *E-Cigarette Use Among Youth and Young Adults: A Report of the Surgeon General.* Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. (2016) available at: https://www.ncbi.nlm.nih.gov/books/NBK538680/

[15] DiGiacomo SI, Jazayeri MA, Barua RS, Ambrose JA. Environmental Tobacco Smoke and Cardiovascular Disease, Int J Environ Res Public Health (2018) 16(1):96. doi: 10.3390/ijerph16010096.

[16] *The Health Consequences of Involuntary Exposure to Tobacco Smoke. A Report of the Surgeon General* (2006) *supra.*

[17] Centers for Disease Control and Prevention (CDC). *CDC Vital Signs — Secondhand Smoke: An Unequal Danger.* (February 2015) available at: www.cdc.gov/vitalsigns/pdf/2015-02-vitalsigns.pdf (accessed April 10, 2023).

[18] American Nonsmoker's Rights Foundation, *U.S. Laws for 100% Smokefree Multi-Unit Housing* (January 1,2024) available at http://no-smoke.org/wp-content/uploads/pdf/smokefreemuh.pdf.

WHEREAS, there is no Constitutional right to smoke; and

WHEREAS, California law declares that anything which is injurious to health or obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance; and

WHEREAS, there are significant savings from adopting a smoke-free multi-unit housing policy, as evidenced by the following:

- Prior to implementation, the U.S. Department of Housing and Urban Development's smoke-free public housing policy was conservatively estimated to produce an annual savings of 4 to 8 million dollars a year for U.S. public housing authorities in renovation-related costs,[19] and 30 to 109 million dollars per year in health care costs in California alone;[20]
- Implementing statewide smoke-free policies in multi-unit housing properties would save property owners in California an estimated $18.1 million in renovation expenses each year;[21] and

WHEREAS, local governments have broad latitude to declare nuisances and are not constrained by prior definitions of nuisance; and

WHEREAS, State law allows local governments to adopt ordinances that permit residential rental agreements to prohibit smoking tobacco products within rental units; and

WHEREAS, State law prohibits smoking within 25 feet of playgrounds as well as within 20 feet of government buildings and expressly authorizes local communities to enact additional restrictions; and

WHEREAS, state law explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3); and

WHEREAS, California Business and Professions Code section 22952 raised the minimum age limit to purchase tobacco or tobacco-related products to 21 years of age in California; and

WHEREAS, California Business and Professions Code section 22952(b) establishes that retailers of tobacco products are required to post conspicuously, at each point of purchase, notices with specific requirements; and

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[19] McFarlane A, Djoko Y, Woodward A. Instituting Smoke-Free Public Housing: An Economic Analysis, *Cityscape*, 2017;19(3):435-448. Available at: https://www.huduser.gov/portal/periodicals/cityscpe/vol19num3/ch24.pdf.

[20] King BA, Peck RM, Babb SD. National and State Cost Savings Associated with Prohibiting Smoking in Subsidized and Public Housing in the United States, *Prev Chronic Dis.* 2014;11:E171. doi: 10.5888/pcd11.140222.

[21] Ong MK, Diamant AL, Zhou Q, Park HY, Kaplan RM. Estimates of smoking-related property costs in California multiunit housing, *Am J Public Health*, 2012; 102(3):490–493. doi:10.2105/AJPH.2011.300170.

WHEREAS, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around non-smokers, especially children; to protect the public from exposure to secondhand smoke where they live, work, and play; and to protect the public from nonconsensual exposure to secondhand smoke in and around their homes, the City desires to amend Chapter 8.52 of Title 8 of the Carpinteria Municipal Code ("Smoking Regulations") in its entirety, particularly to prohibit smoking, including tobacco, cannabis, and electronic smoking device vapor or aerosol, in multi-unit residences, including apartments, owner-occupied multi-unit housing and common interest developments, such as condominiums, and to implement the signage requirements of California Business and Professions Code section 22952.

NOW THEREFORE, the City Council of the City of Carpinteria does ordain as follows:

SECTION 1. Incorporation of Recitals

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

SECTION 2. Amendment to Code

Chapter 8.52 of the Carpinteria Municipal Code should be revised to read as follows (proposed new text is shown in underline and text to be deleted is shown in ~~strikeout~~):

Chapter 8.52- Smoking Regulations

8.52.010 Title.

The regulations contained in this chapter may be known and referred to as the "smoking regulation code."

8.52.020 Purpose.

This chapter is enacted with the specific intent to:

A. Prohibit smoking in certain public places not preempted by California Labor Code ~~Section~~section 6404.5, which provides further smoking regulations;

B. Protect the public health, safety and general welfare by prohibiting smoking in certain public places under circumstances where other persons will be exposed to secondhand smoke;

C. Ensure a cleaner and more hygienic environment for the City, its residents, and its natural resources, including its creeks and streams;

D. Strike a reasonable balance between the needs of persons who smoke and the needs of nonsmokers, including residents and visitors, particularly children, to breathe smoke-free air, recognizing the threat to public health and the environment which smoking causes;

E. Regulate the manner in which tobacco products are sold; and

F. Designate the enforcing ~~agency~~ mechanism for this chapter and for Labor Code ~~Section~~section 6404.5.

8.52.030 Definitions

The following definitions shall govern construction of this chapter unless ~~the context clearly requires otherwise~~ indicated otherwise. For purposes of this chapter, these definitions shall supersede the same terms that are defined elsewhere in this Code.

"Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of a violation of this chapter, is not an "arm's length transaction."

"Association" means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

"Business" means any sole proprietorship, partnership, joint venture, corporation, association or other entity formed for profit-making purposes or that has an employee.

"Cannabis" has the meaning set forth in California Health and Safety Code section 11018, as that section may be amended from time to time.

"Common area" means every area of a multi-unit residence that residents of more than one unit are entitled to enter or use, including, but not limited to, halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking areas, and eating areas.

"Common interest development" means any of the following:

1. A community apartment project as defined in section 4105 of the Civil Code.
2. A condominium project as defined in section 783 of the Civil Code.
3. A planned development as defined in section 6562 of the Civil Code.
4. A stock cooperative as defined in section 11003.2 of the Business and Professions Code.

"Code compliance officer" means the city code compliance officer or duly authorized designee of the city code compliance officer.

“Dining area” means any area available to or customarily used by the general public that is designed, established or regularly used for consuming food or drink.

“Electronic smoking device” means an electronic and/or battery-operated device which can be used to deliver an inhaled dose of nicotine or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic smoking device” includes, but is not limited to, any device manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other similar product name or descriptor.

“Employee” means any person who is employed or retained as an independent contractor by any employer as defined in this section; or any person who volunteers his or her services for an employer, association, nonprofit or volunteer entity.

“Employer” means any person, partnership, corporation, association, nonprofit or other entity that employs or retains the service of one or more persons, or supervises volunteers.

“Enclosed” means:

1. Any covered or partially covered space having more than fifty percent (50%) of its perimeter area walled in or otherwise closed to the outside such as, for example, a covered porch with more than two walls; or

2. Any space open to the sky (hereinafter “uncovered”) having more than ~~seventy-five (~~75~~)~~ percent of its perimeter area walled in or otherwise closed to the outside, such as, for example, a courtyard.

“Health officer” means the county health officer or the duly authorized designee of the county health officer.

“Landlord” means any person or agent of a person who owns, manages, or is otherwise legally responsible for a unit in a multi-unit residence that is leased to a residential tenant. For purposes of this chapter, a tenant who sublets their unit (e.g., a sublessor) is not a landlord.

~~"Licensing Agent" means the Carpinteria City Community Development Director.~~

“Multi-unit residence” means property containing two (2) or more units, including, but not limited to, apartment buildings, condominium complexes, senior and assisted living facilities, and long-term health care facilities. The following are not included in the definition of a multi-unit residence:

(1) a mobile home park;

(2) a campground;

~~(3) a hotel or motel that meets the requirements of California Civil Code section 1940(b)(2);~~

(~~4~~3) a one-family dwelling, as defined in section 14.08.200 of this Code, except if used as a health care facility subject to licensing requirements; and

(~~5~~4) a one-family dwelling, as defined in section 14.08.200 of this Code, with an accessory dwelling unit or junior accessory dwelling unit, as defined in section 14.72.020 of this Code, except if the one-family dwelling, accessory dwelling unit, or junior accessory dwelling unit is used as a health care facility subject to licensing requirements.

"Nonprofit entity" means any entity that meets the requirements of California Corporations Code ~~Section~~section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational, political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives of the entity and not to private gain. A public agency is not a nonprofit entity within the meaning of this section.

"Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

"Place of employment" means any area under the legal or de facto control of an employer, business or nonprofit entity that an employee or the general public may have cause to enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for business purposes, taxis, employee lounges, conference and banquet rooms, bingo and gaming facilities, long-term health facilities, warehouses and private residences that are used as childcare or healthcare facilities subject to licensing requirements.

"Playground" means any park or recreational area designed in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on city property.

"Premises" means a lot or contiguous lots and any improvements thereon such as is usually described in a deed, deed of trust or mortgage, and includes legally separate but contiguous pieces of land that are owned by the same person or are under common control.

~~"Present" means within a reasonable distance.~~

"Public place" means any public or private place open to the general public regardless of any fee or age requirement, including, for example, streets, sidewalks, parking lots,

parking garages, plazas, bars, restaurants, clubs, stores, stadiums, parks, playgrounds, taxis and buses. For the purposes of the provisions of this chapter, a "public place" does not mean a private residence except for (a) residences used as a child care, health care, board and care, or community foster care facility as such terms are defined by the state Health and Safety Code or (b) the common areas of multi-unit residences ~~family dwellings~~, such as apartment buildings and condominiums.

“Reasonable distance” means the greatest distance practicable that ensures that occupants of an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area. This distance shall ~~generally~~ be ~~twenty (20) feet, with a minimum distance of five (5) feet.~~ at least 25 feet, except where physical constraints prevent such distance, and then the distance may only be reduced upon a showing of physical necessity. Under no circumstances shall the distance be less than 15 feet.

“Recreational area” means any public or private area open to the public for recreational purposes whether or not any fee for admission is charged, including without limitation, parks, trails, gardens, sporting facilities, stadiums and playgrounds.

"Restaurant" means any coffee shop, cafeteria, luncheonette, tavern, cocktail lounge, sandwich stand, soda fountain, private and public school cafeteria, eating establishment, boardinghouse or guest house or similar establishment which gives or offers for sale food or drink to the public.

“Secondhand smoke” means smoke that is generated from the burning end of a lighted tobacco, weed or plant product, or smoke that is exhaled by a ~~smoker~~ person who smokes after inhaling or ingesting a lit tobacco, weed or plant product, or the aerosolized or vaporized substance that is exhaled by a smoker after inhaling an “electronic smoking device.”

"Self-service display" means an open display of tobacco products and point-of-sale tobacco promotional products that the public has access to without the intervention of an employee.

~~“Service area” means any area designed to be or regularly used by one or more persons to receive or wait to receive a service, enter a public place or make a transaction whether or not such service includes the exchange of money including, for example, ATMs, bank teller windows, telephones, ticket lines, bus stops, taxi stands and takeout counters.~~

“Smoking” or to “smoke” means ~~possessing or to possess a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant (including but not limited to, a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind), or the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including but not limited to, a pipe, a hookah pipe, cigar, or cigarette of any kind).~~

1. inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, or plant product, whether natural or synthetic, except when the combusting or vaporizing material containing no tobacco, nicotine, or cannabis and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense;

2. carrying any lighted, heated, or activated tobacco, nicotine, cannabis, or plant product, whether natural or synthetic, intended for inhalation; or

3. using an “electronic smoking device.”

~~"Sports arena" means an outdoor or nonenclosed sports pavilion, stadium, swimming pool, roller rink, or other similar place where members of the general public assemble either to engage in physical exercise, participate in athletic competition or witness sports events, including the concession stand areas thereof.~~

“Tobacco paraphernalia” means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, e-liquids, and any other item designed for smoking, preparation, storing or consumption of tobacco products.

“Tobacco product” means any substance containing tobacco leaf, and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

"Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products or tobacco paraphernalia. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

"Tobacco retailer license" or “license” shall mean a business license that permits the retail sale of tobacco products and/or tobacco paraphernalia.

"Tobacco vending machine" means any machine or device designated for or used for the vending of cigarettes, cigars, tobacco or tobacco products upon the insertion of coins, bills, trade checks, slugs or other form of legal tender or consideration.

“Unenclosed area” means any area which is not enclosed.

“Unit” means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, for example, a private balcony, porch, deck, or patio. “Unit” includes, but is not limited to, an apartment; a condominium; a townhouse; a room in a

long-term health care facility, assisted living facility, or hospital; a hotel or motel room; a room in a single room occupancy facility; a room in a homeless shelter; a mobile home; a camper vehicle or tent.

"Vendor-assisted" means that only a store employee has access to the tobacco product and assists a customer by supplying the product. The customer does not take possession of the product until it is purchased.

8.52.040 Secondhand Smoke Generally
For all purposes within the jurisdiction of the city, the nonconsensual exposure to secondhand smoke and the uninvited presence of secondhand smoke on property in violation of this chapter shall constitute a nuisance, as is further described by Chapter 9.70 of this ~~the Carpinteria Municipal~~ Code.

8.52.050 Public and Other Places Where Smoking Shall Be Prohibited
Except as otherwise provided by this chapter or by state or federal law, smoking shall be prohibited everywhere in the city, including but not limited to:

A. Public places;

B. Residences used as a child care, health care, board and care, or community foster care facility as such terms are defined by the state Health and Safety Code;

C. Common areas of multi-unit residences ~~family dwellings~~, such as apartment buildings and condominiums;

D. Effective July 1, 2025, anywhere on the premises of a multi-unit residence, including inside multi-unit residence units, common areas, and other outdoor areas.

~~D~~E. Places of employment;

~~E~~F. Enclosed and unenclosed places of hotels, businesses, restaurants, bars and other public accommodations;

~~F~~G. Buses or other means of public transit, and ticket, boarding and waiting areas of public transit depots and bus stops, enclosed or not;

8.52.060 Places Where Smoking May Be Permitted
Except where prohibited by state or federal law, and ~~or~~ by Chapter ~~12.24.021(A)~~ 12.24.020.21A of this ~~the Municipal~~ Code ~~for public parks and beaches~~, smoking may be permitted in the following locations within the city notwithstanding ~~Section~~section 8.52.050:

A. ~~Private residential properties~~ One-family dwellings as defined at Chapter 14.08.200 of the Municipal Code. This chapter does not preclude private regulation of smoking ~~on private residential properties~~ at one family dwellings;

~~B. In up to twenty-five (25) percent of guest rooms in any hotel or motel, if the hotel or motel permanently designates at least seventy five (75) percent of its guest rooms as nonsmoking rooms, appropriately signs nonsmoking rooms and permanently removes ashtrays and matches from them. Smoking rooms shall be segregated from nonsmoking rooms on separate floors, wings or portions of either; smoking and nonsmoking rooms shall not be interspersed. Nothing in this chapter shall require a hotel or motel to provide smoking rooms and the owner or operator of a hotel or motel may choose to prohibit smoking throughout the property.~~

B~~C~~. Designated smoking areas on private property provided that all of the following conditions are met:

1. The area is located ~~the greatest distance practicable~~ a reasonable distance from:

    a. any doorway or opening into an enclosed area; and
    b. any access way to a public place; ~~and~~
    ~~c. The distance shall generally be twenty feet, with a minimum distance of five feet at least 25 feet;~~

2. The area has a clearly marked perimeter;

3. The area is posted with one or more conspicuously displayed sign(s) identifying the area as a designated outdoor smoking area pursuant to section ~~8.52.090~~ 8.52.110 of this code;

~~4. Smoke is not permitted to enter adjacent areas in which smoking is prohibited by this chapter, other law or by the owner, lessee or licensee of the adjacent property;~~

~~5~~4. Appropriate ash can(s) are placed in the smoking area and are maintained regularly by the owner, operator or manager of the smoking area;

~~6~~5. No consistent complaints of secondhand smoke are filed with the city; and

~~7~~6. The area is well lit.

C~~D~~. Designated smoking areas (DSAs) on public property approved by the city council and developed and maintained as such by the city. Prior to creating a

DSA, the city council shall make a finding that the DSA is consistent with the purposes of this chapter;

DE. Smoking areas at public events which have been approved as part of athe Special Event Permit or Temporary Use Permit issued by the city.

EF. Inside a private vehicle automobile when no minor child is in or within 25 feet of the private vehicle.

FG. Any unenclosed area in which no nonsmoker is present and, due to the time of day or other factors, it is not reasonable to expect another person to arrive

8.52.070 Modifications of Designated Smoking Area (DSA)
The city reserves the right to prohibit or require modifications to a DSA at a certain location if it undermines the purposes of this chapter.

8.52.080 Smoking Prohibited in Multi-Unit Residences

A. Effective July 1, 2025, smoking is prohibited in all units and common areas of multi-unit residences.

B. Notwithstanding any other provisions of this chapter, smoking of cannabis for medical purposes with a doctor's recommendation as permitted by California Health and Safety Code sections 11362.7 et seq. in any unit of a multi-unit residence is not prohibited by this chapter. Notwithstanding the foregoing, such use of cannabis may be prohibited or regulated by other provisions of this code, state law, or federal law.

C. All common areas of multi-unit residences shall have signage indicating that smoking is prohibited consistent with the sign requirements of section 8.52.110.

D. If the City receives a complaint of a violation of subdivision A, it may issue a notice to the person(s) responsible, informing them of the requirements of this Chapter. The tenant(s) of a unit, or owner-occupant(s) of an owner-occupied unit, shall be deemed the person(s) responsible for the violation where the violation was caused by the tenant(s) or owner-occupant(s) of the unit, or one or more persons subject to the control of, or present by invitation or permission of, the tenant(s) or owner-occupant(s).

E. Sales contracts for condominiums entered into on or after July 1, 2025 shall disclose the requirements of this Chapter.

F. Any person may bring a civil action to enforce this section to prevent future violations and may sue to recover actual or statutory damages, including court costs, and attorney's fees. However, this Chapter does not create a private right of action for a tenant against a landlord for any damages the tenant may suffer due to another tenant's breach of any smoking provision in a lease or other

rental agreement, so long as the landlord has fully complied with the terms of this section and section 8.52.090.

8.52.090 Requirements for Multi-Unit Residences

A. As of July 1, 2025, the landlord or association shall deliver to each unit of a multi-unit residence, a copy of this Chapter and a written notice clearly stating:

1. As of July 1, 2025, all units are designated nonsmoking units and smoking is prohibited in a unit, including any associated private balcony, porch, deck, or patio.

2. Smoking in all common areas or outdoor areas, except for specifically designated smoking areas, is a violation of this Chapter.

B. Every landlord or association shall provide prospective tenants, and/or prospective buyers of units, a copy of this Chapter and written notice clearly stating that:

1. As of July 1, 2025, Smoking is prohibited in units, including any associated private balcony, porch, deck, or patio; and

2. Smoking is prohibited in all common areas and outdoor areas, except for specifically designated smoking areas.

C. Every seller of a unit in a common interest development shall provide prospective buyers or renters a copy of this Chapter and written notice clearly stating that:

1. As of July 1, 2025, smoking is prohibited in units, including any associated private balcony, porch, deck, or patio; and

2. Smoking is prohibited in all common areas and outdoor areas, except for specifically designated smoking areas.

D. As of July 1, 2025, the person or persons with legal control over common areas shall post and maintain clear and unambiguous “No Smoking” signs at entrances and exits, in common areas, and in conspicuous places adjoining the property grounds. In addition, as of July 1, 2025, the person or persons with legal control over the multi-unit residences shall post and maintain signs in sufficient numbers and locations to indicate that smoking is prohibited in all units. The absence of signs shall not be a defense to a violation of any provision of this Chapter. “No Smoking” signs are not required inside or on doorways of units.

E. Landlords or associations with knowledge of violations shall take reasonable steps to investigate and enforce the regulations, including a written notice to the

resident of the knowledge of the violation, a request to cease the violation, and the course of action to be taken if the violation is not corrected.

~~8.52.080~~ 8.52.100 Allowing, Aiding or Abetting Smoking

A. No person, employer, business or nonprofit entity shall knowingly permit smoking in an area under his, her or its legal or de facto control in which smoking is prohibited by this Chapter or other law.

B. Except as provided in ~~Section~~section ~~8.52.100.A~~ 8.52.120 of this code, no person, employer, business or nonprofit entity shall allow the placement or maintenance of a receptacle for smoking waste in an area under his, her or its legal or de facto control in which smoking is prohibited by this chapter or other law, provided however, that a receptacle may be placed at the entry to a nonsmoking area, along with a “No Smoking” sign, in order to encourage any smokers in violation of this chapter to immediately extinguish and properly dispose of smoking materials.

C. No person shall intimidate, threaten, effect a reprisal or retaliate against another person who seeks to attain compliance with one or more of this chapter's provisions.

~~8.52.090~~ 8.52.110 Signs

Notwithstanding this provision, the presence or absence of signs shall not be a defense to the violation of any other provision of this Chapter.

A. “No Smoking” or “Smoke Free” signs, with letters of not less than one inch in height or the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) or any alternative signage approved by the Community Development Director may be conspicuously posted by the person, employer, business or nonprofit entity who or which has legal or de facto control of such place at each entrance to a public place in which smoking is prohibited by this chapter~~ or any other place where the City Manager reasonably determines that smoking in violation of this chapter has occurred, or is likely to occur~~.

B. Within designated smoking areas, one or more conspicuously displayed sign(s) shall be posted identifying the area as such. Signs shall adhere to the following requirements:~~ a smokers' outpost pursuant to section 8.52.060.B of this code~~ signs with arrows directing the public to the designated smoking area may be allowed; signs shall be no smaller than three (3) inches high and eight (8) inches long with a pictorial representation of a burning cigarette; signs shall contain “Designated Smoking Area” or similar and shall be posted prominently between five (5) feet and seven (7) feet above the floor or ground; and all signs are subject to approval by the Community Development Director at his or her discretion.

~~C~~. ~~Every hotel and motel shall have signs posted conspicuously in the registration and lobby areas and in every room which state that nonsmoking rooms are maintained and may be available; rooms designated as being nonsmoking shall have signs announcing such restriction conspicuously placed inside the room. smoking is not permitted.~~

C~~D~~. No person shall alter, deface, obscure, remove or destroy a sign or placard that this chapter authorizes.

~~8.52.100~~ 8.52.120 Smoking Waste

Except for disposal of smoking waste in a smoking waste receptacle, no person shall dispose of smoking waste: (1) in or upon a public street or sidewalk; (2) in an area in which smoking is prohibited by this ~~c~~Chapter or other law; or (3) in any area a reasonable distance therefrom.

~~8.52.110~~ 8.52.130 Requirement for Tobacco Retailer License

It is unlawful for any person to act as a tobacco retailer without first obtaining and maintaining a valid tobacco retailer license pursuant to this chapter for each location at which that activity is to occur. Tobacco retailer licenses are valid for one year. An application to renew a tobacco retailer license shall be submitted prior to the expiration of the license.

~~8.52.120~~ 8.52.140 Tobacco Retailers must operate at a Fixed Location

No tobacco retailer license may be issued to authorize tobacco retailing at other than a fixed location. For example, tobacco retailing by persons on foot or from vehicles is prohibited.

~~8.52.130~~ 8.52.150 Prohibition of Tobacco Retailing within Certain Areas of the City

No tobacco retailer license may be issued to authorize a tobacco retailer in the areas of the C~~c~~ity described in ~~Sections~~sections 14.20.075 and 14.22.070 of this Code.

~~8.52.140~~ 8.52.160 Application Procedure

A. An application for a tobacco retailer license, plus one copy shall be submitted to the ~~licensing agent~~Community Development Department in the name of the person proposing to conduct tobacco retailing and shall be signed by such person or an authorized agent thereof.

It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's license. No proprietor may rely on the issuance of a license as a determination by the City of Carpinteria ~~or County of Santa Barbara~~ that the proprietor has complied with all laws applicable to tobacco retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to ~~Section~~section ~~8.52.240~~ 8.52.260 of this ~~c~~Chapter. Nothing in this ~~c~~Chapter shall be construed to vest in any person obtaining and maintaining a tobacco

retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.

All applications shall be submitted on a form supplied by the Cc~~e~~ity and shall contain the following information:

1. The name, address, and telephone number of each proprietor of the business seeking a license.

2. The business name, address, and telephone number of the single fixed location for which a license is sought.

3. A single name, mailing address and email address authorized by each proprietor to receive all communications and notices (the "Authorized Address") required by, authorized by, or convenient to the enforcement of this chapter. If an Authorized Address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subparagraph (2) above.

4. Proof that the location for which a tobacco retailer's license is sought has been issued a valid state tobacco retailer's license by the ~~California Board of Equalization~~Department of Tax and Fee Administration.

5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this chapter or any other local and state laws, rules and regulations related to tobacco retailing and, if so, the dates and locations of all such violations within the previous five years.

B. All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code ~~Section~~section 6250 et seq.) or any other applicable law, subject to the laws' exemptions.

~~8.52.150~~ 8.52.170 Issuance of Tobacco Retailer License

A. Within thirty days of the ~~licensing agent~~City's receipt of an application for a tobacco retailer license, the ~~licensing agent~~City shall issue a license, unless it has been determined by the ~~Public Health Department~~City that the issuance of the license should be denied, based on the following criteria:

1. The information presented in the application is incomplete, inaccurate or false; or
2. The application seeks authorization for tobacco retailing by a person or at a location for which a suspension is in effect pursuant to section~~Section 8.52.240~~ 8.52.260 of this chapter; or

3. The application seeks authorization for tobacco retailing in an area that is in violation of ~~Sections~~sections 14.20.075 and 14.22.070 of this Code.

4. The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter (e.g., mobile vending), that is unlawful pursuant to this code, or that is unlawful pursuant to any other law.

B. A denial of a tobacco retailer license may be appealed pursuant to section~~Section 8.52.240~~ 8.52.260 of this chapter.

C. A licensed tobacco retailer shall inform the ~~licensing agent~~City in writing of any change in the information submitted on an application for a tobacco retailer's license within ten (10) business days of a change.

D. The ~~licensing agent~~City shall keep a permanent record of all tobacco retailer licenses issued, but may destroy such records as provided by law with the approval of the City Council.

~~8.52.160~~ 8.52.180 Display of Tobacco Retailer License

Each licensee shall prominently display the tobacco retailer license at each location where tobacco retailing occurs.

~~8.52.170~~ 8.52.190 Fees for Tobacco Retailer License

A. The initial or renewal fee for a tobacco retailer license shall be ~~$379 per year pursuant to Resolution 12-288 adopting the Tobacco Retailer License Fee Schedule for Incorporated Areas of Santa Barbara County passed and approved by the County of Santa Barbara Board of Supervisors on December 11, 2012, subject to subsequent amendments by the County Board of Supervisors.~~ established in a master fee schedule adopted by resolution of the City Council. The fee shall be paid to the ~~licensing agent~~City when a tobacco retailer license application is submitted.

B. Renewal. Renewal fees, paid to the ~~licensing agent~~City, are due the first business day after the date of expiration of a tobacco retailer license. A tobacco retailer will be allowed a ~~thirty~~ 30-day grace period to pay the renewal fee if the renewal fee has not been paid by the end of the grace period, a penalty of ~~fifty~~ 50 percent of the renewal fee shall be added to the renewal fee. If the renewal fee and any applicable late penalty are not paid within ~~ninety~~ 90 days after the date of expiration of a tobacco retailer license, then the ~~licensing agent~~City shall automatically revoke the license. Thereafter, if the licensee desires to resume tobacco retailing, a new license application must be submitted to the ~~licensing agent~~Community Development Department in accordance with section~~Section 8.52.140~~ 8.52.160, along with the license fee and late penalty.

~~8.52.180~~ 8.52.200 Tobacco Retailer Licenses Are Nontransferable

A. A tobacco retailer license is nontransferable. If a person to whom a tobacco

retailer license has been issued, changes the business location or sells the business, then that person must obtain a new license prior to acting as a tobacco retailer at the new location, or the buyer of the business must obtain a license in the buyer's name before acting as a tobacco retailer.

B. Prior violations at a location shall continue to be counted against a location and license suspension periods shall continue to apply to a location unless:

1. The location is being or has been fully transferred to a new owner; and

2. The new owner(s) provide the ~~licensing agent~~City with clear and convincing evidence that the new owner(s) is acquiring or has acquired the location in an arm's length transaction.

~~8.52.190~~ 8.52.210 License Conveys a Limited Conditional Privilege

Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's license any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the City of Carpinteria identified on the face of the license. For example, nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including but not limited to, any provision of this code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code ~~Section~~section 6404.5. Obtaining a tobacco retailer license does not make the retailer a "retailor wholesale tobacco shop" for the purposes of California Labor Code ~~Section~~section 6404.5.

~~8.52.200~~ 8.52.220 Positive Identification Requirements for Sale of Tobacco Products and Tobacco Paraphernalia

No person engaged in tobacco retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of ~~twenty-seven~~ 21, without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess tobacco products or tobacco paraphernalia.

~~8.52.210~~ 8.52.230 Minimum Age for Persons Selling Tobacco Products and Tobacco Paraphernalia

No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products or tobacco paraphernalia shall engage in tobacco retailing.

~~8.52.220~~ 8.52.240 False and Misleading Advertising Prohibited

A tobacco retailer without a valid tobacco retailer license, including for example, a tobacco retailer license that has been suspended or revoked, shall not display any advertisement promoting the sale or distribution of tobacco products or tobacco paraphernalia at the tobacco retailer's location and shall keep all such products out of public view.

~~8.52.230~~ 8.52.250 Compliance Monitoring

A. Compliance with the tobacco retailer license provisions of this chapter shall be primarily enforced by the Santa Barbara County Sheriff, in conjunction with the Public Health Department. However, any peace officer may enforce the penal provisions of this chapter.

B. The Sheriff will check the compliance of each tobacco retailer one to three times per ~~twelve~~12-month period. However, the Sheriff may check the compliance of a tobacco retailer more or less often, depending on a tobacco retailer's compliance history. Nothing in this paragraph shall create a right of action for any tobacco retailer or other person, against the city, county or its agents.

~~8.52.240~~ 8.52.260 Revocation or Suspension of Tobacco Retailer License and Appeals

~~A. Grounds for Revocation or Suspension.~~

~~1. A tobacco retailer license shall be revoked if the Public Health Department finds that one or more of the basis for denial of a license under Section 8.52.150 8.52.170 of this chapter exists. The revocation shall be without prejudice to the filing of a new application for a license following correction of the conditions that required revocation of the license.~~

~~2. A tobacco retailer license shall be suspended under this section if the Public Health Department finds that the licensee or his or her agent or employee has violated any federal, state or local law governing the sale, distribution, advertisement or display of tobacco, tobacco products or tobacco paraphernalia, including, but not limited to: Penal Code Section 308a, Business and Professions Code Sections 22950 et seq. (Stop Tobacco Access to Kids Enforcement Act "STAKE Act") or Sections 8.52.260, 8.52.270 and 8.52.280 of this code, or Business and Professions Code Section 25612.5(c)(7).~~

~~3. The Public Health Department shall give notice of revocation or suspension to a licensee by personal service or by certified mail return receipt requested, addressed to where the license was issued. The notice of revocation or suspension shall be effective when notice is personally served, or when the certified mail return receipt is returned to the Public Health Department. If the licensee fails to file a timely appeal of the suspension or revocation pursuant to this section, the notice of suspension or revocation shall be final, subject only to judicial review.~~

~~B. Suspension of Tobacco Retailer License. If the Public Health Department finds that there are grounds for suspension of a tobacco retailer license, the following sanctions shall be imposed:~~

~~1. Upon a first finding by the Public Health Department of a violation of this chapter by a licensee or by any agent or employee of a licensee within any five-year period, the license shall be suspended for thirty days.~~

~~2. Upon the second finding by the Public Health Department of a violation of this chapter by a licensee or by any agent or employee of a licensee within any five-year period, the license shall be suspended for ninety days.~~

~~3. Upon the third or subsequent finding by the Public Health Department of a violation of this chapter by a licensee or by any agent or employee of a licensee within any five-year period, the license shall be suspended for twelve months. However, if the licensee is operating within one thousand feet of a school pursuant to Section 8.52.130 8.52.150 of this chapter, upon the third finding by the Public Health Department of a violation by a licensee or by any agent or employee of a licensee within any five-year period the tobacco retailer license may be permanently revoked by the City Council at a public hearing.~~

A. Suspension.

1. A tobacco retailer license may be suspended if the City finds that the licensee, or an agent or employee thereof, has violated:

a. Any provision of this chapter; or

b. Any state law governing the sale, distribution, advertisement or display of tobacco, tobacco products or tobacco paraphernalia, including, but not limited to, Penal Code section 308(a), Business and Professions Code section 22950 et seq. (Stop Tobacco Access to Kids Enforcement Act (STAKE Act)), and Business and Professions Code section 25612.5(c)(7).

2. Suspension periods.

a. Upon a first finding by the City of a violation of this chapter by a licensee, or an agent or employee thereof, within any five-year period, the license may be suspended for up to 30 days.

b. Upon the second finding by the City of a violation of this chapter by a licensee, or an agent or employee thereof, within any five-year period, the license may be suspended for up to 90 days.

c. Upon the third finding by the City of a violation of this chapter by a licensee, or an agent or employee thereof, within any five-year period, the license may be suspended for up to 12 months. However, if the licensee is operating within 1,000 feet of a school pursuant to section 8.52.150 of this chapter, upon the third finding by the city of a violation by a licensee or by

any agent or employee of a licensee within any five-year period the tobacco retailer license may be permanently revoked by the City Council at a public hearing.

B. Revocation.

1. A tobacco retailing license may be revoked if the City finds that one or more of the bases for denial exists pursuant to section 8.52.170(A). The revocation shall be without prejudice to the filing of a new application for a license following correction of the conditions that required revocation of the license.

2. On revocation of a license, no part of the money paid to the City as a fee shall be returned.

C. Appeal of Denial, Revocation and/or Suspension. The decision of the ~~licensing agent~~City to revoke, suspend, or deny the issuance of a tobacco retailer license ~~or the decision of the Public Health Department to revoke or suspend a license can be appealed to the health officer or his/her designee~~ can be appealed. All appeals must be in writing and filed with the ~~health officer, Santa Barbara County Public Health Department, 300 North San Antonio Road, Santa Barbara, CA 93110-1316~~ Community Development Department within ten days of receipt of notice of denial, or within ten days of the effective date of the notice of revocation or suspension of a tobacco retailer license. The ~~health officer~~ City shall set an appeal hearing at the earliest practicable time and shall give written notice of the hearing to the parties at least ten days before the date of the hearing. At the hearing any relevant evidence shall be admitted. Within a reasonable time after the conclusion of the hearing, the ~~health officer~~ City shall make a written decision. An appeal shall stay all proceedings until the appeal is resolved. Any decision rendered by the ~~health officer~~ City shall be a final administrative decision.

D. Settlement in Lieu of Appeal Hearing. For a first or second alleged violation of this chapter within any five-year period, the ~~health officer or his designee~~ City may engage in settlement negotiations and may enter into a settlement agreement with a tobacco retailer alleged to have violated this chapter, provided that a timely appeal has been filed. Settlements shall not be confidential.

1. After a first alleged violation, any settlement must contain the following minimum terms:

a. Suspension of the tobacco retailer license for at least ~~fifteen~~ 15 days;

b. A settlement payment to the ~~public health department~~ City of at least ~~one thousand~~ 1,000 dollars; and

c. An admission by the licensee that the violation occurred and a stipulation that the violation will be counted when considering what penalty will be assessed for any future violations.

2. After a second alleged violation, any settlement must contain the following minimum terms:

a. Suspension of the tobacco retailer license for at least ~~forty-five~~ 45 days;

b. A settlement payment to the ~~public health department~~ City of at least ~~five thousand~~ 5,000 dollars; and

c. An admission by the licensee that the violation occurred and a stipulation that the violation will be counted when considering what penalty will be assessed for any future violations.

~~8.52.250~~ 8.52.270 Minors—Posting of signs

Any person, business, tobacco retailer, or owner, manager or operator of any establishment that sells tobacco products shall post plainly visible signs at the point of purchase of tobacco products which state:

~~"SALE OF TOBACCO PRODUCTS TO PERSONS UNDER EIGHTEEN YEARS OF AGE IS PROHIBITED BY LAW. PHOTO I.D. REQUIRED"~~

"The Sale of Tobacco Products to Persons Under 21 Years of Age is Prohibited by Law and Subject to Penalties. To Report an Unlawful Tobacco Sale, Call 1-800-5 ASK-4-ID. Valid identification may be required."

Signs must meet the requirements of state law under California Business and Professions Code section 22952. The letters of said signs must be ~~at least one-half inch high~~ readable by the consumer and must not be altered, covered, or obliterated in whole or in part.

~~8.52.260~~ 8.52.280 Sale and distribution of tobacco products

It is unlawful for any person, business or tobacco retailer to sell, permit to be sold, offer for sale or display for purposes of sale by means of self-service displays or by any means other than vendor-assisted sales, any tobacco products other than cartons of cigarettes, multi-container packages of smokeless tobacco and cigars and pipe tobacco. Cartons of cigarettes, multi-container packages of smokeless tobacco, and cigars and pipe tobacco may be sold by means of self-service merchandising only when these products are under direct surveillance of a store employee. Tobacco products shall be deemed to be under direct surveillance of an employee only if the tobacco products themselves (and not just the racks, shelves, kiosks, etc., where the products are displayed) are in plain view of the store employee.

~~8.52.270~~ 8.52.290 Vending machines.
No person, business, tobacco retailer or other establishment located within the city shall locate, install, keep, maintain or use, or permit the location, installation, keeping, maintenance, or use of, on his, her or its premises any vending machine for the purpose of selling or distributing any tobacco product. ~~Any tobacco vending machine in use on the effective date of the ordinance codified in this chapter shall be removed within thirty days after the effective date of the ordinance codified in this chapter.~~ This provision shall not apply to vending machines which are located in bars, provided that such vending machines in bars must be located at least ~~twenty-five (25)~~ feet from any entry into the bar.

~~8.52.280~~ 8.52.300 Out-of-package sales.
No person, business, tobacco retailer or other establishment shall sell or offer for sale cigarettes or other tobacco or smoking products not in the original packaging provided by the manufacturer and with all required health warnings.

~~8.52.290~~ 8.52.310 Enforcement.
The code compliance officer, or any peace officer ~~in cooperation with the county health officer of the County of Santa Barbara, shall~~may enforce ~~and implement~~ the provisions of this chapter.~~, the provisions of CMC 4.24.021 and the provisions of Labor Code Section 6404.5.~~

~~8.52.300~~ 8.52.320 Citizen complaints.
Any citizen who desires to register a complaint under the provisions of this chapter may request the code compliance officer to initiate enforcement. However, for complaints regarding violations of section 8.52.080 (Smoking Prohibited in Multi-Unit Residences), the sole remedy shall be as described in section 8.52.080(F).

~~8.52.310~~ 8.52.330 Violation—Premises.
It shall be unlawful for any person who owns, manages or operates any premises subject to regulations ~~under the provisions~~ of this chapter to fail to comply with its provisions. No person shall cause, permit, aid, abet or conceal a violation of any provision of this chapter.

~~8.52.320~~ 8.52.340 Violation—Individuals.
It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.

~~8.52.330~~ 8.52.350 Violation—Penalty.
In addition to any other remedy available at law, violation of any provision of this chapter shall be subject to Chapter 1.06 (Administrative Remedies) and Chapter 1.08 (Penalties) of ~~the Carpinteria Municipal~~ this Code. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

~~8.52.340~~ 8.52.360 Separate offense.
A separate offense is committed for each and every day, or part of a day, during which

any violation is caused, committed, continued or permitted. Each offense is punishable separately from every other offense

~~8.52.350~~ 8.52.370 Public education—Purposes of chapter.
The code compliance officer, in conjunction and coordination with the county health officer of the county of Santa Barbara and, where feasible, appropriate health or safety oriented community-based organizations and coalitions, shall engage in a continuing program to explain and clarify the purposes of the provisions of the chapter to citizens affected by it, and to guide business owners, operators and managers in their compliance with it.

~~8.52.360~~ 8.52.380 Governmental cooperation.
The city manager shall request all governmental and educational agencies which maintain an office within the city to establish local operating procedures to cooperate and comply with this chapter.

~~8.52.370~~ 8.52.390 Other laws.
The provisions of this chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws. Further, it is not the intent of the provisions of this chapter to regulate smoking where such regulation has been preempted by the state.

SECTION 3. Severability.
This Chapter and the various sections thereof are severable. Should any part of this ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declared that it would have passed and adopted this Ordinance, and each and every provision hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 4. CEQA Exemption
The City Council finds the proposed ordinance amendment to be exempt from CEQA pursuant to State CEQA Guidelines section 15060(c)(2) (activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project) as defined in section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. Effective Date.
This ordinance shall take effect and be in force thirty (30) days from and after its passage.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024 by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held _____, 2024

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

APPROVED AS TO FORM:

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

Attachment C.

Draft Notice of Exemption pursuant to California Environmental Quality Act (CEQA)

Smoking Regulations
July 8, 2024 City Council Meeting

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93011

From: (Public Agency): City of Carpinteria
5775 Carpinteria Ave
Carpinteria, CA 93013
(Address)

Project Title: Ordinance No. 778 Amending Smoking Regulations

Project Applicant: City of Carpinteria, Community Development Department

Project Location - Specific:

Citywide

Project Location - City: Carpinteria Project Location - County: Santa Barbara

Description of Nature, Purpose and Beneficiaries of Project:

Ordinance No. 778, amending Chapter 8.52 (SMOKING REGULATIONS) of the Carpinteria Municipal Code to, among other changes, regulate smoking in multi-unit housing developments, and update requirements for tobacco retail signage and smoking prohibitions in hotels in accordance with State law

Name of Public Agency Approving Project: City of Carpinteria

Name of Person or Agency Carrying Out Project: City of Carpinteria, Community Development Department

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: 15060(c)(2), 15060(c)(3), 15061(b)(3)

Reasons why project is exempt:

Ordinance No. 778 regulates smoking in the City. It is exempt from review under Section 15060(c)(2), which applies where an activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; Section 15060(c)(3), which applies where an activity is not a "project" as defined in Section 15378 of the CEQA Guidelines; and Section 15061(b)(3), which applies where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Lead Agency Contact Person: Mindy Fogg Area Code/Telephone/Extension: 805-755-4408

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ▪ Yes ☐ No

Signature: _____ Date: _____ Title: _____

▪ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Review of home sales prices and adjusting the 2024 in-lieu affordable housing fee pursuant to Carpinteria Municipal Code Chapter 14.75, Inclusionary Housing Requirement, and, if desired, adopt Resolution No. 6337, as read by title only, adjusting the 2024 affordable housing in-lieu fees for condominiums and single-family dwellings.

STAFF RECOMMENDATION

Receive and file the report on the City's home sales prices for 2023 and adopt Resolution No. 6337 to adjust the 2024 affordable housing in-lieu fees for condominiums and single-family dwellings.

Sample Motion: I move to receive and file the report on the City's home sales prices for 2023, and adopt Resolution No. 6337, as read by title only, adjusting the 2024 affordable housing in-lieu fees for condominiums and single-family dwellings.

BACKGROUND

In June 2004, the City Council adopted the Inclusionary Housing Ordinance (Ord. 590) and approved an In-lieu Fee Program (Program) codified in Carpinteria Municipal Code Chapter 14.75 (Code). The Code indicates that as a condition of approval, all residential development projects of five or more housing units involving a subdivision map for the purpose of creating individual ownership units or parcels shall construct 12% of the total units for a target sales price set at a price affordable to "above-moderate" income households earning at least 121% and no more than 200% of the area median income (AMI). The program does not apply to rental apartments, although, as part of the Housing Element update, the Code may be expanded or amended to include them.

The in-lieu fee amounts are set annually based on a formula that is part of the Program provisions that include the median sales prices of single-family dwellings and condominiums for the prior year, the median household income for the County of Santa Barbara, and current mortgage interest rates. The current in-lieu fees were established in July 2023 by Resolution No. 6260, at $973,500 for Single Family Dwellings and $316,600 for Condominiums, respectively. The Inclusionary Housing Ordinance states that the City Council may update the in-lieu fees annually to allow the fees to stay current with median

housing prices, median incomes, and mortgage interest rates. Because the City has an interest in ensuring that in-lieu fees collected over time are adequate to facilitate affordable housing projects and programs, it has been the City's practice to adopt annual adjustments.

DISCUSSION

In-lieu Fees: The City's Inclusionary Housing Requirements include a preference for developers to construct the required number of income-restricted residential for-sale units as a part of their projects. Paying the in-lieu fee is an alternative to constructing the on-site affordable units and in order to authorize payment of the in-lieu fee, the City Council must first determine that the construction of the units is infeasible. The Inclusionary Requirements establish the in-lieu fees as an amount sufficient to make up the monetary gap between the median sales price of a unit and the housing price affordable to a household earning 121% of the AMI.

Median Sales Prices: To determine the median sales price of units sold in 2023, Community Development Department staff accessed the County of Santa Barbara Assessor's records. The data showed the sales of 59 single-family dwellings and 53 condominiums recorded in 2023 within the City of Carpinteria, not including gift or inheritance transfers. The median sale price was $1,453,750 for single-family dwellings and $805,000 for condominiums (see Attachment B and Attachment C for details).

As background, in 2022, there were 76 single family dwellings sold with a median sales price of $1,499,000 and 70 condominiums sold at a median sales price of $775,000.

Interest Rate: The mortgage interest rate used as an average is 6.95%, taken from the 30-year fixed-rate mortgage average in the United States as calculated by Freddie Mac.

County Area Median Income: The Santa Barbara County annual AMI increased in 2024 to $119,100 from $107,300 for a household of four. The City's Inclusionary Housing Requirements provide that in-lieu housing fees should be set for an "above-moderate" income household of four persons that earns between 121% and 200% of the AMI.

Using the adopted in-lieu fee formula with the updates described above, the 2024 in-lieu fees for single-family dwellings and condominiums are calculated as shown below:

2024 Single Family Dwelling In-lieu Fee

$1,453,750 (median 2023 SFD sales price) minus $575,600 (max. sales price for an income of 121% of the AMI) equals **$878,150 In-lieu Fee,** down $95,350 from the 2023 In-lieu Fee of $973,500.

2024 Condominium In-lieu Fee

$805,000 (median 2023 condominium sales price) minus $509,400 (max. sales price for an income of 121% of AMI) equals **$295,600 In-lieu Fee,** down $21,000 from the 2023 In-lieu Fee of $316,600.

City Council Resolution No. 6337 (Attachment A, Exhibits 1 and 2) shows these calculations in more detail.

POLICY CONSISTENCY

Government Code Section 65580 et. seq. mandates that cities implement programs to ensure there are sufficient sites to address the community's housing needs, offset the demand on housing created by new development, and protect the economic diversity of housing stock by promoting the development of affordable housing. The City's Housing Element further mandates that it adopt an inclusionary housing ordinance, which has been established in Carpinteria Municipal Code Chapter 14.75 – Inclusionary Housing Requirement. Setting the in-lieu fees annually is consistent with these laws and policies.

FINANCIAL CONSIDERATIONS

An annual adjustment of the fees ensures that the City has sufficient revenue to meet program objectives. There is no anticipated significant financial impact to the City as a result of updating the Inclusionary Housing In-lieu Fees. There is no fund balance in the In-lieu Fee Fund as no projects have yet been authorized to pay an in-lieu fee. Historically, the City has opted for the construction of affordable units over the payment of the In-lieu Fee.

ENVIRONMENTAL

Adoption of the In-lieu Fees set forth in Resolution No. 6337 is statutorily exempt from the provisions of the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, Article 20, Section 15378 as the adoption of the fees does not involve a commitment to any specific project or course of action that may result in a potentially significant impact on the environment.

OPTIONS

Direct staff to make modifications as deemed appropriate to the In-lieu Fee calculations and revise the Resolution to include these changes.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Resolution No. 6337 Setting In-lieu Fees for 2024
Exhibit 1 - Single Family Dwelling In-lieu Fee Calculation
Exhibit 2 - Condominium Unit In-lieu Fee Calculation

Attachment B: 2023 Single Family Dwelling Sales Data

Attachment C: 2023 Condominium Sales Data

Staff contact: Syndi Souter, Senior Planner
(805) 755-4405, syndis@carpinteriaca.gov

Signature

Reviewed by: Nick Bobroff, Community Development Director
(805) 755-4407, nickb@carpinteriaca.gov

Signature

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

Signature

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

Signature

Attachment A

City Council Resolution No. 6337
2024 In-Lieu Affordable Housing Fees

City Council Meeting
July 8, 2024

RESOLUTION NO. 6337

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA UPDATING THE IN-LIEU HOUSING FEES FOR 2024 ASSOCIATED WITH THE INCLUSIONARY HOUSING REQUIREMENTS OF CHAPTER 14.75 OF THE CARPINTERIA MUNICIPAL CODE

WHEREAS, the City of Carpinteria adopted Ordinance No. 590 adding Chapter 14.75 of the Carpinteria Municipal Code, which establishes an inclusionary housing requirement for all new residential development of five or more units that requires a subdivision map; and

WHEREAS, the City's inclusionary housing program focuses on the creation of new residential units that are affordable to above-moderate income households earning between 121% and 200% of the area median income; and

WHEREAS, the inclusionary program requires that all new residential development that falls within the requirements of Chapter 14.75 of the Carpinteria Municipal Code provide 12% of the total residential units at a price affordable to a household earning 121% of the area median income, or if the City Council finds that the provision of onsite inclusionary housing is infeasible, the applicant may pay an in-lieu fee; and

WHEREAS, the amount of the in-lieu fee is intended to equal the cost difference between the median sale price of a residential unit in the City and the sale price of a unit affordable to a household earning 121% of the area median income; and

WHEREAS, Carpinteria Municipal Code Section 14.75.090 requires that the City Council adopt an in-lieu fee for new residential development projects that are subject to Chapter 14.75 of the Carpinteria Municipal Code but cannot otherwise provide on-site inclusionary housing based on a finding by the City Council; and

WHEREAS, Carpinteria Municipal Code Section 14.75.090 requires that the in-lieu fee be based on a calculation using the median sale price of single-family dwellings and the median sale price of condominiums in the City for the prior year; and

WHEREAS, the in-lieu fee authorized under Carpinteria Municipal Code Chapter 14.75 constitutes a traditional land use or zoning enactment regulating the use of property, rather than the imposition of an exaction upon property owners; and

WHEREAS, Carpinteria Municipal Code Chapter 14.75 specifies that the City Council may annually review the median sale price for single-family dwellings and condominiums and based on that review, adjust the in-lieu fee; and

WHEREAS, the City Council has reviewed data from the County Clerk-Recorder/Assessor for 2023 and determined that the median sale price of single-family dwellings and condominiums in the City should be adjusted; and

WHEREAS, the City Council recognizes that the City's ownership housing stock comprises detached single-family dwellings and condominiums and that there is a cost difference between developing single-family units and condominium units; and

WHEREAS, the City Council has considered in-lieu fee calculations for single-family dwellings and condominium units (Exhibits 1 and 2) that reflect the appropriate cost of offsite housing that is affordable to households earning 121% of the area median income; and

WHEREAS, a properly noticed regularly scheduled meeting of the City Council was held on July 8, 2024 at 5:30 p.m., at City Hall, 5775 Carpinteria Avenue, Carpinteria, California 93013.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Carpinteria as follows:

SECTION 1. Findings.

The City Council hereby finds as follows:

A. All provisions set forth above are true and correct and are hereby incorporated by reference as findings.

B. The purpose of the fees adopted by this Resolution is to assist the City in providing affordable housing to meet its housing requirements as set forth in its General Plan, Housing Element, and state Regional Housing Needs Assessment.

C. The fees collected pursuant to this Resolution and Ordinance No. 590 shall be used to fund the development, maintenance, and oversight of housing affordable to households earning less than 200% of the area median income.

D. City staff and independent consultants have presented evidence through staff reports, studies, and oral testimony at public hearings that the City cannot provide the requisite number of affordable units without some intervention and City-imposed requirements.

E. Under the City's Housing Element, new residential development is required to provide a percentage of the total units at an affordable level and is allowed to satisfy such requirement by payment of an in-lieu fee if the City Council finds that the applicant is unable to provide such units onsite.

F. The in-lieu fee constitutes a traditional land use or zoning enactment regulating the use of property, rather than the imposition of an exaction upon property owners.

G. The price estimates and cost calculations set forth in the fees adopted by this Resolution are reasonable estimates based on the best available data.

H. The fees set forth and adopted herein are consistent with the City's General Plan/Coastal Plan, and the Council has considered the effects of the fee with respect to the City's housing needs (as established in the Housing Element of the General Plan) and regional housing needs.

SECTION 2. In-lieu Fee for Single-Family Residential Development. The amount of the in-lieu fee created and imposed by this Resolution and pursuant to Ordinance No. 590 for development projects including single-family dwelling units is hereby established as $878,150. The schedule of in-lieu fees that the City Council hereby adopts is attached hereto as Exhibit 1 dated July 8, 2024, and incorporated herein by reference as though set forth in full. The fee amount set forth in Exhibit 1 shall be imposed on those new residential developments that include single-family residential development, as defined in Ordinance No. 590, and which the City Council determines cannot provide the necessary inclusionary housing onsite.

SECTION 3. In-lieu Fee for Residential Condominium Development. The amount of the in-lieu fee created and imposed by this Resolution and pursuant to Ordinance No. 590 for development projects including condominium units is hereby established as $295,600. The schedule of in-lieu fees that the City Council hereby adopts is attached hereto as Exhibit 2 dated July 8, 2024, and incorporated herein by reference as though set forth in full. The fee amount set forth in Exhibit 2 shall be imposed on those new residential developments that include condominium units, as defined in Ordinance No. 590, and which the City Council determines cannot provide the necessary inclusionary housing onsite.

SECTION 4. Resolution Subject to Underlying Ordinances. The provisions of this Resolution are subject and subordinate to the provisions of Carpinteria Municipal Code Chapter 14.75 and shall at all times be construed and applied consistent therewith as the same presently exists or may from time-to-time hereafter be amended.

SECTION 5. Effective Date. This Resolution shall be in full force and effect thirty (30) days after its adoption.

SECTION 6. Exemption from Environmental Review. Adoption of the fees set forth herein is exempt from the provisions of the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, Article 20, Section 15378 because the adoption of said fees does not involve a commitment to any specific project or course of action that may result in a potentially significant impact on the environment.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have adopted this Resolution, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more

sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

NOW, THEREFORE, the Carpinteria City Council hereby resolves that the 2024 In-lieu Fees associated with the Inclusionary Housing Requirements of Chapter 14.75, using best available 2023 data, are $878,150 for a single-family dwelling and $295,600 for a condominium unit as shown in Exhibits 1 and 2 attached hereto are hereby adopted, and this Resolution supersedes all previously adopted In-Lieu Fee Resolutions.

PASSED, APPROVED AND ADOPTED this 8th day of July, 2024 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on July 8, 2024.

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

APPROVED AS TO FORM:

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

Resolution No. 6337
Exhibit 1

July 8, 2024

2024 In-lieu Fee Calculation
Single Family Dwelling

Median Income: $119,100 (2024)

Median Sale Price for a Single-Family Dwelling Sold in Carpinteria in 2023	**$1,453,750**
Minus	**-**
Max. Affordable Sale Price	**$575,600**
In-lieu Fee	**$878,150**

Sale Price Factors

Unit Size Multiplier*	1.05
Housing Cost to Income Ratio	30%
Interest Rate	6.95%
PMI	1.0%
Target Income for Affordability*	$151,317
Maximum Payment for Housing	$3,783
Amount of Loan this will Amortize	$518,019
Plus 10% Down Payment	$57,558
Maximum Sale Price	$575,600

*121% of median income, four-person household, three bedrooms

Resolution No. 6337
Exhibit 2

July 8, 2024

2024 In-lieu Fee Calculation
Condominium Dwelling

Median Income: $119,100 (2024)

Median Sale Price for a Condominium Dwelling Sold in Carpinteria in 2023	**$805,000**
Minus	**-**
Max. Affordable Sale Price	**$509,400**
In-lieu Fee	**$295,600**

Sale Price Factors

Unit Size Multiplier*	1.05
Housing Cost to Income Ratio	30%
Interest Rate	6.95%
PMI	1.0%
HOA Fee	$435
Target Income for Affordability*	$151,317
Maximum Payment for Housing	$3,783
Amount of Loan this will Amortize	$458,453
Plus 10% Down Payment	$50,939
Maximum Sale Price	$509,400

*121% of median income, four-person household, three bedrooms

Attachment B

2023 Single Family Dwelling Sales

City Council Meeting
July 8, 2024

2023 Single-Family Residence Sales in the City of Carpinteria

APN	Address	SalePrice	SaleDate	Bedrooms	BathRoom	SqFootag	YearBuilt	LotSize	PropUse	SitusCity	SitusZip	Location	DocType	TRAPrefix	TtlReapprPct
003-543-023	4732 ELEANOR DR CARPINTERIA, CA 93013	$1,050,000	01/04/2023	3	2	1144	1962	6969.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-552-024	1339 POST AVE CARPINTERIA, CA 93013	$1,150,000	01/04/2023	3	2	1733	1964	6969.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-153-002	1082 ELM LN CARPINTERIA, CA 93013		01/21/2023	2	1	1129	1926	2613.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
001-400-037	1362 EL PORTAL AVE CARPINTERIA, CA 93013		01/22/2023	4	2	1503	1974	8276.4	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
003-600-024	4686 ARAGON DR CARPINTERIA, CA 93013	$1,100,000	01/31/2023	3	2	1131	1970	7405.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-006-053	1555 MEADOW CIR CARPINTERIA, CA 93013	$1,300,000	02/21/2023	4	2.5	1821	1987	4791.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-470-006	6380 LAGUNITAS CT CARPINTERIA, CA 93013	$1,875,000	03/13/2023	4	3.5	2423	2013	7840.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-590-027	1475 CAMELLIA CIR CARPINTERIA, CA 93013	$1,580,000	03/17/2023	3	2	1553	1969	6534	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-543-001	1455 STERLING AVE CARPINTERIA, CA 93013	$1,205,000	03/30/2023	3	2	1248	1962	7840.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-047-038	949 PALM AVE CARPINTERIA, CA 93013		03/30/2023	2	1	1138	1951	6969.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
004-027-056	1386 TOMOL DR CARPINTERIA, CA 93013	$1,086,000	04/11/2023	3	2	1214	1958	6534	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-008-012	1477 LA JOLLA PL CARPINTERIA, CA 93013	$1,575,000	04/12/2023	4	2	1847	1973	10018.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-012-030	5166 EL CARRO LN CARPINTERIA, CA 93013	$1,075,000	04/19/2023	2	1	1110	1950	8189.28	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-300-013	5476 CAMEO RD CARPINTERIA, CA 93013		04/24/2023	3	2	1564	1967	7405.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
001-262-003	5398 EL CARRO LN CARPINTERIA, CA 93013	$1,457,500	04/26/2023	3	2	1274	1963	7840.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-291-028	5652 FIESTA DR CARPINTERIA, CA 93013	$1,805,000	05/12/2023	3	2	1166	1957	6969.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-340-029	5556 CANALINO DR CARPINTERIA, CA 93013		05/16/2023	2	1	1080	1951	11325.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
003-291-040	5522 CALLE OCHO CARPINTERIA, CA 93013	$2,525,000	05/25/2023	3	2	2496	1920	20037.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-292-030	1547 CASITAS PASS RD CARPINTERIA, CA 93013		05/31/2023	4	3	1848	1964	10018.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
001-300-030	5435 HALES LN CARPINTERIA, CA 93013	$1,425,000	05/31/2023	3	3	2062	1978	7405.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-590-027	1475 CAMELLIA CIR CARPINTERIA, CA 93013		06/02/2023	3	2	1553	1969	6534	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	P19	05	100.00 %
001-470-008	6372 LAGUNITAS CT CARPINTERIA, CA 93013	$1,730,000	06/05/2023	3	2.5	2238	2012	6969.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-006-036	1511 MEADOW CIR CARPINTERIA, CA 93013	$1,495,000	06/15/2023	4	2.5	1951	1987	5662.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-142-011	1394 VALLECITO RD CARPINTERIA, CA 93013	$960,000	06/21/2023	3	1.5	1055	1957	5227.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-351-041	5671 CALLE PACIFIC CARPINTERIA, CA 93013	$2,250,000	06/23/2023	3	3	1792	1957	6534	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-292-003	726 ARBOL VERDE ST CARPINTERIA, CA 93013		06/24/2023	5	2	1854	1958	6534	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
004-011-031	1475 STERLING AVE CARPINTERIA, CA 93013		06/27/2023	3	2	1487	1975	7405.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
004-112-021	4898 EL CARRO LN CARPINTERIA, CA 93013		06/27/2023	4	3	2190	2009	7405.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
001-400-037	1362 EL PORTAL AVE CARPINTERIA, CA 93013	$1,450,000	06/30/2023	4	2	1503	1974	8276.4	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-291-009	833 ARBOL VERDE ST CARPINTERIA, CA 93013		07/10/2023	4	2	1428	1958	9583.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
001-470-028	1128 CALLE LAGUNITAS CARPINTERIA, CA 93013	$1,675,000	07/14/2023	4	3.5	2680	2012	4791.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-352-007	5664 CALLE PACIFIC CARPINTERIA, CA 93013	$1,850,000	07/14/2023	3	2	1190	1957	6534	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-252-005	5547 CAMEO RD CARPINTERIA, CA 93013	$1,050,000	07/18/2023	4	2	1960	1968	7840.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-292-009	1558 KATHY ST CARPINTERIA, CA 93013		07/19/2023	3	2	1750	1964	11761.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
004-007-019	5118 CONCORD PL CARPINTERIA, CA 93013	$1,529,000	07/21/2023	3	2	1576	1985	8276.4	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %

003-551-001	4710 ELEANOR DR CARPINTERIA, CA 93013	$1,425,000	07/24/2023	4	2	1469	1964	7840.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-026-007	4898 MALIBU DR CARPINTERIA, CA 93013	$975,000	07/28/2023	3	2	1200	1958	7840.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-291-028	5652 FIESTA DR CARPINTERIA, CA 93013		07/31/2023	3	2	1166	1957	6969.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	P19	05	100.00 %
001-470-036	1109 CALLE LAGUNITAS CARPINTERIA, CA 93013	$1,729,000	08/04/2023	3	2.5	2172	2012	4791.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-153-002	1082 ELM LN CARPINTERIA, CA 93013	$950,000	08/09/2023	2	1	1129	1926	2613.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-300-007	5438 CAMEO RD CARPINTERIA, CA 93013	$1,300,000	08/10/2023	3	2	1912	1968	6969.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-470-014	6371 LAGUNITAS CT CARPINTERIA, CA 93013	$1,630,000	08/11/2023	3	2.5	2172	2013	4791.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-010-027	1483 LA PALOMA DR CARPINTERIA, CA 93013	$1,143,000	08/11/2023	3	2	1191	1973	6098.4	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-300-013	5476 CAMEO RD CARPINTERIA, CA 93013	$1,350,000	08/21/2023	3	2	1564	1967	7405.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-483-004	4949 THIRD ST CARPINTERIA, CA 93013	$1,425,000	08/30/2023	3	1	546	1947	4617.36	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-291-008	839 ARBOL VERDE ST CARPINTERIA, CA 93013	$2,055,000	09/01/2023	4	2	1428	1958	10018.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-011-031	1475 STERLING AVE CARPINTERIA, CA 93013	$1,300,000	09/07/2023	3	2	1487	1975	7405.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-014-006	1252 CRAVENS LN CARPINTERIA, CA 93013	$970,000	09/15/2023	3	2.5	1956	1990	1742.4	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-112-021	4898 EL CARRO LN CARPINTERIA, CA 93013	$2,395,000	09/21/2023	4	3	2190	2009	7405.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-292-020	5444 DARIESA ST CARPINTERIA, CA 93013	$1,355,000	09/22/2023	4	2	1470	1964	7840.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-142-011	1394 VALLECITO RD CARPINTERIA, CA 93013	$1,380,000	09/22/2023	3	1.5	1055	1957	5227.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-340-029	5556 CANALINO DR CARPINTERIA, CA 93013	$2,295,000	09/25/2023	2	1	1080	1951	11325.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-292-003	726 ARBOL VERDE ST CARPINTERIA, CA 93013	$2,042,500	10/04/2023	5	2	1854	1958	6534	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-142-035	5140 OGAN RD CARPINTERIA, CA 93013	$1,913,500	10/06/2023	4	2.5	2186	2022	8276.4	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-300-026	5407 CAMEO RD CARPINTERIA, CA 93013	$1,700,000	11/17/2023	3	3	2568	1978	7840.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-470-010	6364 LAGUNITAS CT CARPINTERIA, CA 93013	$1,625,000	11/20/2023	3	2	2113	2013	6969.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-292-009	1558 KATHY ST CARPINTERIA, CA 93013	$1,515,000	12/04/2023	3	2	1750	1964	11761.2	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-026-007	4898 MALIBU DR CARPINTERIA, CA 93013	$1,525,000	12/20/2023	3	2	1200	1958	7840.8	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-300-001	5402 CAMEO RD CARPINTERIA, CA 93013	$1,390,000	12/29/2023	4	2	1695	1968	9147.6	Single Family Residence	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %

2023 MEDIAN SALES PRICE $1,453,750

2023 AVERAGE SALES PRICE $1,512,728

(59 total SFD sales in 2023)

Attachment C

2023 Condominium Sales

City Council Meeting
July 8, 2024

2023 Condominium Sales in the City of Carpinteria

APN	Address	SalePrice	SaleDate	Bedrooms	BathRoom	SqFootag	YearBuilt	PropUse	SitusUnitNum	SitusCity	SitusZip	Location	DocType	TRAPrefix	TtlReapprPct
001-311-058	5915 HICKORY ST CARPINTERIA, CA 93013	$525,000	02/03/2023	2	1	840	1972	Condominium	2	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-920-026	4527 CARPINTERIA AVE CARPINTERIA, CA 93013	$805,000	02/09/2023	2	2.5	1428	1987	Condominium	D	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-102-012	4692 CARPINTERIA AVE CARPINTERIA, CA 93013		02/09/2023	3	2.5	1332	1996	Condominium	12	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
004-041-036	1112 LINDEN AVE CARPINTERIA, CA 93013	$990,000	02/14/2023	3	2	1206	1921	Condominium		CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-850-014	4923 SANDYLAND RD CARPINTERIA, CA 93013	$8,100,000	02/22/2023	4	3	2229	1957	Condominium		CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-015-069	1235 FRANCISCAN CT CARPINTERIA, CA 93013	$895,000	02/23/2023	3	2.5	1349	1987	Condominium	3	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-312-015	5926 HICKORY ST CARPINTERIA, CA 93013	$515,000	02/27/2023	2	1	840	1972	Condominium	3	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-041-037	1114 LINDEN AVE CARPINTERIA, CA 93013	$2,315,000	03/02/2023	1	1	837	1921	Condominium		CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-041-038	1116 LINDEN AVE CARPINTERIA, CA 93013	$2,315,000	03/02/2023	1	1	785	2005	Condominium		CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-041-039	1118 LINDEN AVE CARPINTERIA, CA 93013	$2,315,000	03/02/2023	2	2	941	2005	Condominium		CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-312-048	5931 BIRCH ST CARPINTERIA, CA 93013		03/05/2023	2	1	945	1972	Condominium	4	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
001-322-009	5970 HICKORY ST CARPINTERIA, CA 93013	$560,000	03/06/2023	2	1	837	1972	Condominium	1	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-311-019	5930 VIA REAL CARPINTERIA, CA 93013		03/07/2023	2	1	840	1972	Condominium	3	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
003-890-004	4880 SAWYER AVE CARPINTERIA, CA 93013		03/21/2023	3	2	1546	1984	Condominium		CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
003-920-030	4527 CARPINTERIA AVE CARPINTERIA, CA 93013	$760,000	03/24/2023	1	1.5	1420	1987	Condominium	B	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-350-021	1035 PALMETTO WAY CARPINTERIA, CA 93013	$717,000	04/11/2023	2	1.5	1116	1973	Condominium	A	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-321-043	1051 BAILARD AVE CARPINTERIA, CA 93013	$600,000	04/14/2023	2	1	840	1972	Condominium	3	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-016-013	1230 FRANCISCAN CT CARPINTERIA, CA 93013	$849,000	04/14/2023	3	2	1099	1986	Condominium	4	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-710-022	4950 SANDYLAND RD CARPINTERIA, CA 93013	$600,000	04/17/2023	1	1	514	1964	Condominium	226	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-620-016	4700 SANDYLAND RD CARPINTERIA, CA 93013		05/07/2023	2	1.75	828	1970	Condominium	35	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
004-016-043	1271 FRANCISCAN CT CARPINTERIA, CA 93013	$725,000	05/11/2023	2	1	803	1986	Condominium	2	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-700-002	4902 SANDYLAND RD CARPINTERIA, CA 93013	$896,000	05/12/2023	0	1	462	1968	Condominium	134	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-016-007	1220 FRANCISCAN CT CARPINTERIA, CA 93013	$749,000	05/23/2023	3	2	1099	1986	Condominium	6	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-102-032	4692 CARPINTERIA AVE CARPINTERIA, CA 93013	$849,000	05/26/2023	3	2.5	1332	1996	Condominium	32	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-700-031	4980 SANDYLAND RD CARPINTERIA, CA 93013	$950,000	05/31/2023	2	1	748	1958	Condominium	104	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-015-025	1260 FRANCISCAN CT CARPINTERIA, CA 93013	$740,000	06/01/2023	2	1	752	1986	Condominium	5	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-321-053	5981 HICKORY ST CARPINTERIA, CA 93013	$525,000	06/02/2023	2	1	837	1972	Condominium	1	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-015-088	1211 FRANCISCAN CT CARPINTERIA, CA 93013	$785,000	06/27/2023	2	2.5	1215	1986	Condominium	3	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-312-048	5931 BIRCH ST CARPINTERIA, CA 93013	$535,000	06/29/2023	2	1	945	1972	Condominium	4	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-016-008	1220 FRANCISCAN CT CARPINTERIA, CA 93013	$782,000	06/30/2023	2	2	876	1986	Condominium	4	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-920-013	4517 CARPINTERIA AVE CARPINTERIA, CA 93013		07/05/2023	3	2	1626	1987	Condominium	D	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-780-048	4413 CATLIN CIR CARPINTERIA, CA 93013	$865,000	07/06/2023	3	1.5	1390	1977	Condominium	B	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-015-056	1255 FRANCISCAN CT CARPINTERIA, CA 93013	$980,000	07/06/2023	3	2.5	1550	1986	Condominium	4	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-640-019	5455 EIGHTH ST CARPINTERIA, CA 93013	$750,000	07/07/2023	3	2	1314	1971	Condominium	19	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %

004-015-026	1260 FRANCISCAN CT CARPINTERIA, CA 93013	$915,000	07/24/2023	3	2	1055	1986	Condominium	11	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-920-022	4515 CARPINTERIA AVE CARPINTERIA, CA 93013	$915,000	08/02/2023	2	1.5	1420	1987	Condominium	B	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-313-003	5926 BIRCH ST CARPINTERIA, CA 93013		08/04/2023	2	1	840	1972	Condominium	3	CARPINTERIA	93013	City of Carpinteria	DIE	05	100.00 %
003-780-055	4405 CATLIN CIR CARPINTERIA, CA 93013	$860,000	08/07/2023	2	1.5	1024	1977	Condominium	C	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-200-024	4264 CARPINTERIA AVE CARPINTERIA, CA 93013	$830,000	08/15/2023	2	2.5	1402	1989	Condominium	2	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-016-030	1270 FRANCISCAN CT CARPINTERIA, CA 93013	$800,000	08/24/2023	2	2	876	1986	Condominium	8	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-016-004	1210 FRANCISCAN CT CARPINTERIA, CA 93013	$725,000	08/29/2023	2	1	803	1986	Condominium	10	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-016-052	1265 FRANCISCAN CT CARPINTERIA, CA 93013	$705,000	08/30/2023	2	1	803	1986	Condominium	8	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-570-004	4880 SANDYLAND RD CARPINTERIA, CA 93013	$810,000	08/31/2023	0	1	432	1961	Condominium	4	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-830-005	4975 SANDYLAND RD CARPINTERIA, CA 93013	$2,550,000	09/12/2023	2	1	683	1964	Condominium	105	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-015-065	1245 FRANCISCAN CT CARPINTERIA, CA 93013	$960,000	09/12/2023	3	2.5	1349	1986	Condominium	6	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-087-005	140 HOLLY AVE CARPINTERIA, CA 93013	$1,300,000	09/26/2023	2	2.5	1430	1989	Condominium	5	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-312-006	5916 HICKORY ST CARPINTERIA, CA 93013		10/19/2023	2	1	840	1972	Condominium	2	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-390-024	1054 PALMETTO WAY CARPINTERIA, CA 93013	$800,000	11/03/2023	3	2.5	1344	1977	Condominium	B	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-620-010	4700 SANDYLAND RD CARPINTERIA, CA 93013	$1,036,000	11/09/2023	2	2	828	1970	Condominium	29	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-312-048	5931 BIRCH ST CARPINTERIA, CA 93013	$535,000	11/15/2023	2	1	945	1972	Condominium	4	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
003-810-030	5446 EIGHTH ST CARPINTERIA, CA 93013	$560,000	12/14/2023	2	1	723	1961	Condominium	30	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
004-120-001	4010 GREEN HERON SPRING DR CARPINTERIA, CA 93013	$1,215,000	12/19/2023	3	2.5	1769	2020	Condominium		CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %
001-323-006	5950 BIRCH ST CARPINTERIA, CA 93013	$600,000	12/20/2023	2	1	840	1972	Condominium	2	CARPINTERIA	93013	City of Carpinteria	DEED	05	100.00 %

2023 MEDIAN SALES PRICE $805,000

2023 AVERAGE SALES PRICE $1,091,289

(53 total condo sales in 2023)

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6338, approving the recommendations of the Traffic Safety Committee.

STAFF RECOMMENDATION

Adopt Resolution No. 6338, approving the recommendations of the Traffic Safety Committee.

Sample Motion: I move to adopt Resolution No. 6338, as read by title only.

BACKGROUND

Pursuant to Carpinteria Municipal Code Section 10.08.090, the City of Carpinteria Traffic Safety Committee (TSC) is an advisory body to the City Council, the City Engineer and other City officials. The duties of the TSC include making recommendations concerning the administration and enforcement of traffic regulations; to stimulate and assist in the preparation and publication of traffic reports; to receive complaints having to do with traffic matters; and, to suggest ways and means for improving traffic conditions and the administration and enforcement of traffic regulations.

The TSC consists of the City Traffic Engineer, Chief of Police or representative, Community Development Director or representative, as well as three citizen representatives, including a representative of the safety committee of the Carpinteria Unified School District, and such other City officials or representatives of Special Districts as may be recommended by the City Manager and approved by the City Council.

The TSC normally meets on a quarterly basis and its meetings are publicly noticed. The TSC meetings provide members of the community a chance to come voice their support or concerns about various traffic operations issues in Carpinteria. In addition to taking public comment, the TSC considers formal requests made by citizens, public safety traffic improvements, and the enforcement of regulations.

The purpose of this agenda item is for the City Council to review and approve the recommendations made by the Traffic Safety Committee (TSC) during the meetings held

on April 19, 2023, and January 17, 2024, by adopting Resolution No. 6338 (Attachment A).

DISCUSSION

The Traffic Safety Committee (TSC) recommends the City Council approve the following traffic control devices:

- Install passenger loading zone (white curb) along east side of Linden Avenue at the property frontage of 666 Linden Avenue, pursuant to Carpinteria Municipal Code Section 10.36.020(C).

  On March 7, 2023, the City received a service request for a passenger loading zone along east side of Linden Avenue at property frontage of 666 Linden Avenue. The service request was from Franco Contreras of Giannfranco's Trattoria at 666 Linden Avenue, Carpinteria, California 93013. According to Franco Contreras, a curbside pickup zone is not allowed by the City for its said business, and a passenger loading zone is "desperately" needed in order to provide service to its patrons, who are physically challenged. On April 19, 2023, the TSC reviewed the matter and voted to recommend installation of passenger loading zone along east side of Linden Avenue at the property frontage of 666 Linden Avenue.

- Remove existing 90-minute parking and install approximately 20 feet of yellow curb for passenger and material loading zone (yellow curb) in one (1) parking space along south side of Carpinteria Avenue at the frontage of Carpinteria Library, 5141 Carpinteria Avenue, pursuant to Carpinteria Municipal Code Section 10.36.020(C)

  On July 1, 2022, the City began operations of its own municipal library, now known as Carpinteria Community Library, following a transition from County of Santa Barbara oversight. Since the City's start of operations, several building and site improvements were made and others are currently in progress. A request was received from the City Librarian for the installation of a passenger and material loading zone at the frontage of Carpinteria Library in order for library patrons to return books at either in the building or book drop-off box as well as for other business deliveries to Carpinteria Library. A field review of the site was conducted by staff, and there is existing 90-minute parking that is posted along the south side of the 5100 block of Carpinteria Avenue for the hours between 9:00 a.m. and 6:00 p.m. except Sundays and holidays. There is also an existing book drop-off box on the sidewalk that fronts Carpinteria Library. On April 19, 2023, the TSC reviewed the matter and voted to recommend removal of existing 90-minute parking and installation of approximately 20 feet of yellow curb for passenger and material loading zone.

- Remove existing "No Trucks" sign and replace with approximately 127 feet of red curb along the east side of Santa Ynez Avenue at north of El Carro Lane intersection; and install approximately 30 feet of red curb along the east side of Santa Ynez Avenue at south of El Carro Lane intersection, pursuant to Carpinteria Municipal Code Section 10.28.030(D).

In June and August of 2023, the City received requests for improving the intersection sight distance of westbound El Carro Lane at the Santa Ynez Avenue intersection. The requests are from Stan Pottkotter. Stan Pottkotter reports that parked vehicles along the east side of Santa Ynez Avenue are obstructing the sight distance at the El Carro Lane intersection. On January 17, 2024, the TSC reviewed the matter and voted to recommend removal of the existing "No Trucks" sign and replace it with approximately 127 feet of red curb along the east side of Santa Ynez Avenue north of El Carro Lane intersection, and the installation of approximately 30 feet of red curb along the east side of Santa Ynez Avenue south of El Carro Lane intersection.

POLICY CONSISTENCY

The recommendation is consistent with Carpinteria Municipal Code Sections 10.08.090 (Traffic safety committee—Duties), 10.28.030 (Restricted areas designated), and 10.36.020 (Curb markings and restricted zones designated).

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. There is sufficient budget in 205-431-5560 – Gas Tax Fund.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Pursuant to Carpinteria Municipal Code Section 10.28.030, the City Council may establish street parking restrictions via resolution of approval. The establishment of appropriate parking restrictions by following the procedures established through local and state regulations can be an effective risk management tool.

OPTIONS

1. Adopt Resolution No. 6338, approving the recommendations of the Traffic Safety Committee (staff recommendation).
2. Direct staff to modify Resolution No. 6338.
3. Decline to adopt Resolution No. 6338 and provide further direction staff. No action would result in no change to existing roadway conditions.

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties are expected to attend.

ATTACHMENTS

Attachment A: Resolution No. 6338

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

Signature

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

Signature

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

Signature

ATTACHMENT A

Resolution No. 6338

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RESOLUTION NO. 6338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, APPROVING THE RECOMMENDATIONS OF THE TRAFFIC SAFETY COMMITTEE

WHEREAS, Section 10.08.080 of the Carpinteria Municipal Code establishes a Traffic Safety Committee as an advisory body; and

WHEREAS, on April 19, 2023, the Traffic Safety Committee reviewed the recommendation by staff for the installation of a passenger loading zone (white curb) along east side of Linden Avenue at the property frontage of 666 Linden Avenue, as shown in Exhibit A, pursuant to Section 10.36.020(C), and voted unanimously to make such recommendation for City Council consideration; and

WHEREAS, on April 19, 2023, the Traffic Safety Committee reviewed the recommendation by staff for the removal of existing 90-minute parking and installation of approximately 20 feet of yellow curb for passenger and material loading zone, as shown in Exhibit B, pursuant to 10.36.020(C), and voted unanimously to make such recommendation for City Council consideration; and

WHEREAS, on January 17, 2024, the Traffic Safety Committee reviewed the recommendation by staff for the removal of existing “No Trucks” sign and replacement with approximately 127 feet of red curb along the east side of Santa Ynez Avenue at north of El Carro Lane intersection, and installation of approximately 30 feet of red curb along the east side of Santa Ynez Avenue at south of El Carro Lane intersection, as shown in Exhibit C, pursuant to 10.28.030(D), and voted unanimously to make such recommendation for City Council consideration; and

WHEREAS, the City Traffic Engineer reviewed the Traffic Safety Committee recommendations, conducted field reviews at the sites, and determined that there are no conditions or standards precluding the City Council’s consideration of the recommendations.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. The recommendations of the Traffic Safety Committee are approved, and the Public Works Department is directed to implement the recommendations through its schedule of work within a reasonable period of time.

PASSED, APPROVED AND ADOPTED on July 8, 2024 by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on July 8, 2024.

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

APPROVED AS TO FORM:

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

EXHIBIT A TO RESOLUTION NO. 6338

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SOURCE: MICROSOFT CORPORATION 2023, TOMTOM 2023, VEXCEL IMAGING

666 LINDEN AVE.

EXHIBIT B TO RESOLUTION NO. 6338

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SOURCE: MICROSOFT CORPORATION 2023, TOMTOM 2023, VEXCEL IMAGING

5141 CARPINTERIA AVE.

EXHIBIT C TO RESOLUTION NO. 6338

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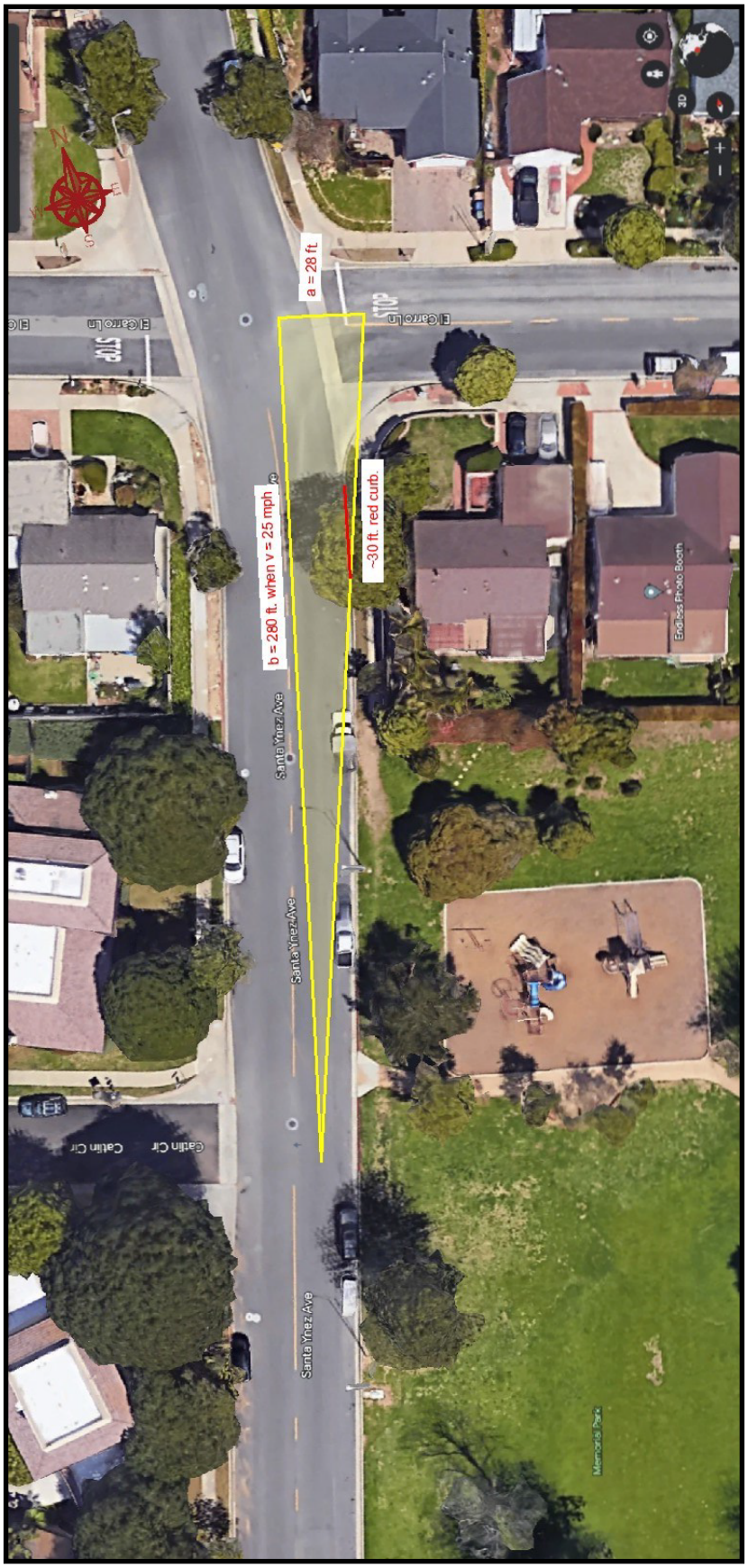
LOCATION MAP

NO SCALE

EL CARRO LANE AT SANTA YNEZ AVENUE INTERSECTION- RIGHT SIGHT (NORTH BOUND) VIEW

LOCATION MAP

NO SCALE



EL CARRO LANE AT SANTA YNEZ AVENUE INTERSECTION– LEFT SIGHT (SOUTH BOUND) VIEW

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Award Construction Contract for the Via Real Stormwater Project to Toro Enterprises, Inc. and Agreements for related Construction Management and Inspection, Testing, and Archeology and Native American Monitoring Services.

STAFF RECOMMENDATION

For the Via Real Stormwater Project:

1. Award the construction contract to Toro Enterprises, Inc. in the total bid amount of $3,116,428.
2. Authorize the City Manager to execute an agreement with Cannon Corporation for construction management and inspection services, not to exceed $260,698.
3. Authorize the City Manager to execute an agreement with Cotton Shires and Associates, Inc. for acceptance and materials testing services, not to exceed $54,461.
4. Authorize the City Manager to execute an agreement with Leftwich Archeology for archeological and Native American monitoring services, not to exceed $109,120.
5. Approve a budget appropriation of $33,000 to the Capital Improvements Fund for the Fiscal Year 2024-25 Capital Improvements Program Budget.

Sample motion same as staff recommendation above.

(This motion requires a roll call vote.)

BACKGROUND

The Via Real Stormwater Project is part of the City's 5-Year Capital Improvement Plan and is located along a section of east Via Real and the entire length of Poplar Street. The location map is shown in Attachment A. The general scope of work includes a bioretention basin, storm drains, bioswales, and upgrades to concrete sidewalks, curbs, gutters, and curb ramps. The objectives of the project are to:

1. Reduce flood hazards on the critical arterial road, Via Real, and adjacent private properties, including mobile home parks and multi-family dwellings.
2. Improve access to these private properties.
3. Minimize soil erosion.
4. Enhance the quality of stormwater entering the Carpinteria Creek watershed.

The Federal Emergency Management Agency (FEMA) awarded $603,931 in federal-aid funds from the Hazard Mitigation Grant Program (HMGP) for the project. This amount includes $90,075 for the design phase and $513,856 for the construction phase, covering 75% of the project costs at that time. HMGP funding covers up to 75% of project costs, requiring a 25% match from local funds. Additionally, the California Natural Resources Agency awarded $366,262 in state-aid funds from the Urban Flood Protection Grant Program for the project's construction phase, which does not require any local matching funds.

The project design phase was completed in February 2022 with an engineer's estimate of $1,392,383. The City issued notices inviting bids on two separate occasions, with bids received in December 2022 and April 2023. On both occasions, the bids were allowed to expire due to the bid amounts being well over the engineers estimate and the amount of available funding. On June 12, 2023, staff updated the City Council about the status of the project. At that time, Council directed staff to seek additional funding and explore other options that would allow the project to move forward, including possibly removing some design elements.

In August 2023, staff submitted a request for time extension and additional funds to both FEMA and the California Natural Resources Agency. In March 2024, FEMA granted a 16-month time extension. California Office of Emergency Management, the grant administrator for FEMA, has allocated an additional $375,000 of HMGP funds for an amended total amount of $888,855 for construction, as well as $33,993 for staff management. In February 2024, the California Natural Resources Agency granted a 14-month time extension and allocated an additional $1,000,000 of Urban Flood Protection Grant Program funds for an amended total amount of $1,366,262.

In April 2024, the Public Works Director issued a Notice Inviting Bids. On May 14, 2024, the City received one bid from Toro Enterprises, Inc. in the amount of $3,116,428. Staff has determined that this bid meets the terms of the bidding requirements.

A copy of the apparent low bid is shown as Attachment B. Staff also determined Toro Enterprises, Inc. to be a responsible bidder based on reference checks.

The purpose of this agenda matter is to allow the City Council to award a construction contract to Toro Enterprises, Inc. and authorize the City Manager to execute agreements for construction management and inspection, acceptance/materials testing, and archeology and Native American monitoring services for the Via Real Stormwater Project.

DISCUSSION

The award of a construction contract is based on the lowest total base bid. The Construction Contract, provided in Attachment C for Toro Enterprises, includes a construction timeline of 120 working days from the date of the City's Notice to Proceed.

In addition to the construction contract, the project includes agreements for construction management and inspection services with Cannon Corporation (Attachment D), acceptance and materials testing with Cotton Shires and Associates, Inc. (Attachment E) and archeology and Native American monitoring services with Leftwich Archeology (Attachment F).

The overall construction cost is a summation of the apparent low bid (i.e. total base bid) and construction contingency. Table 1 below summarizes the proposed revenue and expense:

Table 1: Revenue and Expense

Revenue	
State Grant	$1,366,300
Federal Grant	$888,850
Development Impact Fees	$305,800
Measure X	$1,025,100
Total	$3,586,050
Expense	
Construction Contract (Total Bid)	$3,116,400
Construction Contract Contingency (2.5%)	$78,000
Construction Management and Inspection	$260,700
Acceptance/Materials Testing Services	$54,500
Archeology and Native American Monitoring Services	$109,150
Total	$3,618,750
Rounded up to the nearest thousand	$3,619,000

There is an unfunded amount of $32,950. Therefore, staff is requesting for an appropriation of a rounded amount of $33,000 from the Measure X Fund (Expense Account No. 104-999-5911), which has an available fund balance of $419,704.

POLICY CONSISTENCY

General Plan and Local Coastal Plan

The recommendation may be found consistent with the following objectives and policies of the General Plan and Local Coastal Plan:

Circulation Element

Objective C-8: To encourage and facilitate pedestrian and bicycle pathways.

Policies:

CD-8a: To design streets with safe and pleasant pedestrian ways that are spatially separated from vehicular traffic by elements such as trees, other plantings, and streetlights.

CD-8b: To provide convenient pedestrians routes in the Downtown District and adjacent neighborhoods that extended into other neighborhoods.

Sustainable Community Policy (Resolution No. 5500)

The project is also consistent with the following policies of Sustainable Community Policy:

Environmental Stewardship

Pollution Prevention: Develop and implement standards to reduce runoff and pollution in local streams and watersheds.

Community Health, Safety, and Wellness

Support residents and property owners' needs related to infrastructure improvements and maintenance to ensure safe and viable neighborhoods.

National Pollutant Discharge Elimination System

The project is consistent with the National Pollutant Discharge Elimination System Phase II Municipal Small Separate Storm Sewer System Permit and Regional Water Quality Control Board (RWQCB) Post-Construction Stormwater Management Requirements for Development Projects (RWQCB Resolution No. R3-2013-0032), respectively.

Capital Improvement Plan Study Session of March 19, 2024

Finally, the project is consistent with the City Council's prioritization as a critical infrastructure pursuant the Capital Improvement Plan Study Session on March 19, 2024.

FINANCIAL CONSIDERATIONS

An increase of $33,000 is allocated to the Fiscal Year 2024-25 Capital Improvements Fund (Expense Account No. 301-403-5708). This amount includes a transfer of $32,982 from the Measure X Fund (Expense Account Number 104-999-5911) to the Capital Improvements Fund (Revenue Account No. 301-999-4918).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with the formal bidding procedures of the Uniform Construction Cost Accounting Act (Public Contract Code Section 22030 et al.).

OPTIONS

1. Award a Construction Contract to Toro Enterprises, Inc. in the Total Bid amount of $3,116,428 for the Via Real Stormwater Project; authorize the City Manager to execute agreements with Cannon Corporation to provide construction management and inspection services in an amount not-to-exceed $260,698, Cotton Shires and Associates, Inc. to provide acceptance/materials testing services in an amount not-to-exceed $54,461, and Leftwich Archeology to provide archeology and Native American monitoring services in an amount not-to-exceed $109,120 for the Via Real Stormwater Project; and approve a budget appropriation in the amount of $33,000 to the Capital Improvements Fund of the Fiscal Year 2024-25 Capital Improvements Program Budget for the Via Real Stormwater Project.
2. The City Council has the option to decline approval of the recommendation and provide alternative directions to staff. However, this decision could result in project delays and potential forfeiture of federal and state aid funds.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A:	Location Map
Attachment B:	Bid
Attachment C:	Construction Contract for Toro Enterprises, Inc.
Attachment D:	Agreement for Cannon Corporation
Attachment E:	Agreement for Cotton Shires and Associates, Inc.
Attachment F:	Agreement for Leftwich Archeology

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

Signature

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

Signature

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

Signature

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

Signature

Reviewed by:
Michael Ramirez, City Manager
(805) 755-4400; michaelm@carpinteriaca.gov

Signature

ATTACHMENT A

Location Map

Vicinity Map

Via Real Stormwater Project
Carpinteria, CA

Geosyntec consultants

Santa Barbara	August 2018

SantaBarbara-01\P:\GIS\LA0477 - Carp Via Real\Projects\HMGP_Vicinity_Map.mxd 8/30/2018 (Author: MColyar) 5:38:46 PM

ATTACHMENT B

Bid

BID OPENING
VIA REAL STORMWATER PROJECT
5/14/2024
2:00 PM

CONTRACTOR NAME	CITY	1 ADDENDA ATTACHED?	BID BOND ATTACHED?**	PRICE	RANK
TORO ENTERPRISES	OXNARD, CA	YES	YES	3,116,428	#1

**If a cashier's check is attached in lieu of the bid bond, pull, make a notation in the bid that you have it, and then deposit it. Copy the check and place it in the project file. Keep a tickler file and after bid is awarded, request a reimbursement check for the contractor IF they were UNSUCCESFUL.

Via Real Stormwater Project
FEMA-4344-DR-CA, Project #PJ0206, FIPS #083-11446

Addendum No. 1

May 1, 2024

This constitutes Addendum No. 1 to the Bid Documents that were issued on April 16, 2024 by the City of Carpinteria for the Via Real Stormwater Project ("Project"). The Bidder shall acknowledge the receipt of this addendum on the Bid Forms where indicated. Failure to acknowledge receipt may be grounds for rejection of a Bidder's Bid.

This addendum shall be considered part of the Bid Documents for the Project as though it had been issued at the same time and shall be incorporated into the Bid Documents. In the event that the provisions of this addendum conflict with the original Bid Documents, this addendum shall control and take precedence. Bidders are notified that they shall make any necessary adjustments in their bid as a result of this addendum. It will be construed that each Bidder's Bid is submitted with full knowledge of all modifications and supplemental data specified in this addendum.

This addendum includes the following changes:

CONTRACT DOCUMENTS AND SPECIFICATIONS:

Item No. 1

Part and Page No.	Section A1 - Notice Inviting Bids
Location and Description of Change	
REMOVE the following sentence: Sealed bids for the **Via Real Stormwater Project** will be received by the City of Carpinteria, at the office of the City Clerk, City Hall, 5775 Carpinteria Avenue, Carpinteria, California, until **Tuesday, May 7, 2024 at 2:00 pm** and then at said office publicly opened and read aloud. REPLACE with the following sentence: Sealed bids for the **Via Real Stormwater Project** will be received by the City of Carpinteria, at the office of the City Clerk, City Hall, 5775 Carpinteria Avenue, Carpinteria, California, until **Tuesday, May 14, 2024 at 2:00 pm** and then at said office publicly opened and read aloud.	

Approved by

John L. Ilasin, P.E.
Public Works Director/City Engineer

--END--

SECTION A3 - BID DOCUMENTS

CITY OF CARPINTERIA
CALIFORNIA

PROJECT: Via Real Stormwater Project

IMPORTANT NOTICE

BID DOCUMENTS:

All bids must be accompanied by the following completed forms:

a. Contractor's Bid

b. Bid Certificates

c. Bidding Schedule

d. Bid Bond or other acceptable guaranty

e. Bidder's Statement Regarding Insurance Coverage

f. List of Subcontractors

g. Bidder's License and Experience Statement

h. Noncollusion Affidavit

Failure to complete, sign where required, and return the above bid documents with the bid may render it non-responsive.

CONTRACTOR'S BID

PROJECT: Via Real Stormwater Project

May 14th ,2024

The undersigned, as Bidder, declares that it has examined all of the Contract Documents contained in the above referenced Project and Bid, and that it shall contract with the City on the form of contract provided therewith to do everything necessary for the fulfillment of this contract at the price and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this bid: (1) Bidding Schedule, (2) Bid Certificate, (3) Bidder's License and Experience Statements, (4) List of Subcontractors, (5) Noncollusion Affidavit, and (6) Bidders Statement Regarding Insurance Coverage. We acknowledge that addenda numbers 1 to 1 have been delivered to us and have been examined as part of the contract documents.

Attached is a Bid Bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our Bid, or alternatively there is attached a certified or cashier's check payable to the City, in the amount of at least 10% of the total amount of our Bid.

If our Bid is accepted, we agree to sign the contract form and to furnish the performance bond and the material and labor bond (each to be 100% of the bid amount) and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree if our Bid is accepted and a contract for the performance of the work is entered into with the City, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in Section C (General Provisions Modifications) Modifications to Standard Specifications, Section 6 (paragraph 6-7.1.1).

Bidders Mailing Address:

PO Box 6285, Oxnard, CA 93031

California
State of Incorporation/Formation (if entity)

Toro Enterprises, Inc.
(Name of Bidder)

Authorized Signature
(If Company is a Corporation, provide corporate resolution per Information for Bidders paragraph A2.05)

Sean Castillo, President
Title

GENERAL ENGINEERING
CONTRACTORS

Certificate of Corporate Authority

I hereby certify that Toro Enterprises, Inc. is a duly organized and existing California corporation, which has the power to take the action called for by the following resolution.

I further certify that Sean Castillo is President, Jerry Hannigan is Secretary and Trent Royle is Vice President of Operations and all have the authority individually to execute bid bonds, bid submittals, contract documents and change orders on behalf of the corporation as stated in the minutes of the Board of Directors' Meeting of Toro Enterprises, Inc. held July 15, 2016.

In witness whereof, I have affixed by hand and seal of said corporation this 15th day of July 2016.

Jerry Hannigan
Secretary

JH/rc

Equal Opportunity Employer
PO BOX 6285, OXNARD, CA 93031
PHONE: (805) 483-4515 FAX: (805) 483-3635

BID CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that a meeting of the Board of Directors of Toro Enterprises, Inc.
a corporation existing under the laws of the State of California, held on July 15th, 2016 (SC)
the following resolution was duly passed and adopted:

"RESOLVED, that Sean Castillo, as President of the Corporation, be and is authorized to execute the Bid dated May 14th, 2024 to the City of Carpinteria and that its execution of the Bid, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation this 14th, day of May, 2024.

Secretary Jerry Hannigan

(SEAL)

BID CERTIFICATE
(if Partnership)

STATE OF)
)
COUNTY OF) SS:

I CERTIFY that a meeting of the Partners of N/A
_____,
a partnership existing under the laws of the State of N/A, held on N/A, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that N/A, as _____ of the Partnership, be and is authorized to execute the Bid dated N/A, 20___, to the City of Carpinteria and that its execution thereof, attested by the N/A shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this _____, day of _____, 20___.

N/A
Partner

(SEAL)

BID CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that a meeting of the Principals of the N/A
_____,
a joint venture existing under the laws of the State of N/A, held on N/A, 20___,
the following resolution was duly passed and adopted:

"RESOLVED, that N/A, as
_____ of the Joint Venture, be and is authorized to
execute the Bid dated N/A, 20___, to the City of Carpinteria and that its execution thereof,
attested by the N/A shall be the official act and deed of this Joint
Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this _____, day of _____, 20___.

N/A
Managing Partner

(SEAL)

BIDDING SCHEDULE

PROJECT: Via Real Stormwater Project

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. The Owner reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The Owner reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Owner.

The Contractor shall perform an independent take off of the plans and bid accordingly. Quantities listed in the Bid Schedule is intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor will be reimbursed for the quantity of items required by the Contract Documents and shown on the plans to neat line and grade or as actually installed.

The Contractor will not be reimbursed for work performed for its convenience, or as required to adapt to field conditions, or work outside of that required by the Contract Documents.

The cost of all labor, material and equipment necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein.

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	$400,000.-	$400,000.-
2	Traffic Control	LS	1	$215,000.-	$215,000.-
3	Stormwater Pollution Control	LS	1	$16,000.-	$16,000.-
4	Clearing and Grubbing	LS	1	$150,000.-	$150,000.-
5	Potholing	LS	1	$44,000.-	$44,000.-
6	Via Real: Remove Outlet Structure	EA	2	$13,000.-	$26,000.-
7	Via Real: Remove Concrete V-Ditch	LF	330	$52.-	$17,160.-
8	Via Real: Bioswale Grading	LS	1	$334,000.-	$334,000.-
9	Via Real: Bioswale Riprap	EA	3	$11,800.-	$35,400.-
10	Via Real: Bioswale Chain Link Fence	LF	1,250	$90.-	$112,500.-
11	Via Real: Bioswale Reinforced Concrete Channel (L=10')	EA	2	$15,240.-	$30,480.-
12	Via Real: Bioswale Reinforced Concrete Channel (L=24')	EA	1	$33,800.-	$33,800.-
13	Via Real: Bioswale Landscaping	LS	1	$230,000.-	$230,000.-
14	Via Real: 36" RCP Outlet Structure	LS	1	$21,650.-	$21,650.-
15	Via Real: Curb Opening Catch Basin	EA	2	$13,600.-	$27,200.-
16	Via Real: Grating Catch Basin and RCP to Curb Opening Catch Basin	EA	2	$13,600.-	$27,200.-

				(SC)	
17	Via Real: RCB (48"x24")	LF	55	$ ~~2,2~~ 2,211.-	$ 121,605.-
18	Via Real: RCB Dual (36"x24")	LF	60	$ 3,100.-	$ 186,000.-
19	Vial Real: Outlet Structure (48"x24")	LS	1	$ 31,800.-	$ 31,800.-
20	Via Real: Dual Outlet Structure (36"x24")	LS	1	$ 32,200.-	$ 32,200.-
21	Via Real: Minor Concrete- Curb, Gutter, and Sidewalk	CY	210	$ 1,003.-	$ 210,630.-
22	Via Real: Minor Concrete- Curb Ramp	EA	5	$ 2,500.-	$ 12,500.-
23	Via Real: Minor Concrete- Driveway Approach	EA	2	$ 16,000.-	$ 32,000.-
24	Poplar Street: Relocate Street Light	EA	1	$ 55,000.-	$ 55,000.-
25	Poplar Street: Relocate Water Main	LS	1	$ 110,300.-	$ 110,300.-
26	Poplar Street: Bioretention Basin Grading	LS	1	$ 46,900.-	$ 46,900.-
27	Poplar Street: Bioretention Basin Emergency Overflow Spillway and Riprap	LS	1	$ 18,900.-	$ 18,900.-
28	Poplar Street: Bioretention Basin Landscaping	LS	1	$ 9,000.-	$ 9,000.-
29	Poplar Street: Precast Drop Inlet with Trash Racks	LS	1	$ 19,900.-	$ 19,900.-
30	Poplar Street: Curb Opening Catch Basin	EA	1	$ 13,000.-	$ 13,000.-
31	Poplar Street: 18" RCP Storm Drain	LF	14	$ 268.-	$ 3,752.-
32	Poplar Street: 30" RCP Storm Drain	LF	550	$ 519.-	$ 285,450.-
33	Poplar Street/Via Real: 21" SD Removal	LF	51	$ 100.-	$ 5,100.-
34	Poplar Street/Via Real: 36" RCP Storm Drain	LF	110	$ 690.-	$ 75,900.-
35	Poplar Street/Via Real: Concrete Collar for 36" SD	EA	1	$ 6,150.-	$ 6,150.-
36	Poplar Street: Storm Drain Manhole	EA	3	$ 21,000.-	$ 63,000.-
37	Poplar Street: Minor Concrete- Curb, Gutter, and Sidewalk	CY	13	$ 1,677.-	$ 21,801.-
38	Relocate Sign	EA	1	$ 300.-	$ 300.-
39	Adjust Utility Box, Water Valve Cover, and Utility Manhole Frame and Covers Sets to Grade	LS	1	$ 12,000.-	12,000.-
40	Erosion Control	LS	1	$ 10,000.-	$ 10,000.-
41	Traffic Striping	LS	1	$ 5,000.-	$ 5,000.-
42	Construction Project Funding Identification Sign	LS	1	$ 2,000.-	$ 2,000.-
43	8" VCP Terminal Cleanout Structure	LS	1	$ 5,850.-	$ 5,850.-

TOTAL BID	$3,116,428.—

Total Bid (in words) Three Million one hundred Sixteen Thousand Four hundred Twenty Eight dollars and Zero cents

The award of bid will be based in part on the lowest Total Bid in the Bidding Schedule. The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Contractor shall notify the Engineer prior to construction, of any difference between estimated quantities and actual quantities.

The Owner reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Toco Enterprises, Inc.
Company Name of Bidder

Authorized Signature
Sean Castillo, President

BID BOND (10%)

PROJECT: Via Real Stormwater Project

KNOW ALL BY THESE PRESENTS, that we, the undersigned, TORO ENTERPRISES, INC. as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto THE CITY OF CARPINTERIA (hereinafter called "Owner") in the penal sum of Ten Percent of the total amount bid for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 2nd day of May, 20 24.

The condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF CARPINTERIA a certain bid made a part of this bond to enter into a contract in writing, for the Via Real Stormwater Project

NOW, THEREFORE,

(a) If said Bid shall be rejected; or in the alternate,

(b) If said Bid shall be accepted and the Principal shall, within the time and in the manner required in the "Notice Inviting Bids" and "Information for Bidders," execute and deliver a contract in the Form of the Agreement bound within the Contract Documents (properly completed in accordance with such Bid), shall furnish a bond for its faithful performance of such contract and for the payment of all persons performing labor or furnishing materials in connection with such contract, shall furnish the required certificates of insurance and endorsements and shall in all other respects perform the agreement created by the acceptance of such Bid;

then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims under this bond shall, in no event, exceed the penal amount of this obligation as stated.

The Surety, for value received, stipulates and agrees that the obligations of such Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and such Surety waives notice of any such extension. In the event suit is brought upon this bond by Owner and Owner prevails, Principal and Surety shall pay all costs incurred by Owner in such suit, including reasonable attorneys' fees and costs to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed and these presents to be signed by their proper officers, the day and year first set forth above.

TORO ENTERPRISES, INC.
Principal

By: Sean Castillo, President

SEAL

Travelers Casualty and Surety Company of America
Surety

By: Ethan Spector, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE§ 1189**

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

State of California,

County of Ventura,

On May 3rd, 2024 before me, Tyson Rising, Notary Public

Date *Here Insert Name and Title of the Officer*

personally appeared Sean Castillo

Name(s) of Signer(s)

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

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

TYSON RISING
COMM. #2388737
Notary Public - California
Ventura County
My Comm. Expires Dec. 31, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

---OPTIONAL---

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Date: _____

Number of Pages: _1_ Signer (s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Sean Castillo
☑ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Toro Enterprises, Inc.

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)

County of Los Angeles)

On MAY 02 2024 *Date* before me, D. Garcia, Notary Public *Here Insert Name and Title of the Officer*

Personally appeared Ethan Spector *Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

D. GARCIA
COMM. #2354770
Notary Public - California
Los Angeles County
My Comm. Expires Apr. 18, 2025

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____
Signer Is Representing _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____
Signer Is Representing _____

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ethan Spector** of **LOS ANGELES**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of MAY 02 2024

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER'S STATEMENT REGARDING
INSURANCE COVERAGE

PROJECT: Via Real Stormwater Project

Bidder hereby certifies that it has reviewed the insurance coverage requirements in the Contract Documents. Should it be awarded the contract for the Project, Bidder further certifies that it can meet all the Contract Documents requirements for insurance including insurance coverage of its subcontractors.

Toro Enterprises, Inc.
Bidder

By _____

Sean Castillo, President
Title

5-13-24
Dated

LIST OF SUBCONTRACTORS

Section 4101 of the Public Contract Code requires the Bidder to list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (.5%) of the prime contractor's total bid. The Bidder shall also list below the portion of the Work which will be done by each subcontractor under this Contract. The Bidder shall list only one subcontractor for each portion as is defined by the Bidder in its Bid. The Bidder shall perform not less than forty percent (40 %) of the Work with its own forces (i.e., without subcontracting). The forty percent requirement shall be understood to refer to the portion of the Work, the value of which totals not less than forty percent of the Contract Price. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

Work to be Performed	Subcontractor's License Number	Subcontractor's DIR Number	Percent of Total Bid	Subcontractor's Name & Address
Landscaping	1009658	1000062784	10 %.	Green Coast landscape Po 430, Camarillo CA 93011
Chainlink Fence	256795	1000007135	~~2.87.~~ 3%.	CFW Construction Specaltics 2419 Palma Dr, Ventura, CA 93003
Relocate Street Light	772245	1000000149	1.5%.	Taft Electric Company; 1694 Eastman Ave, Ventura, CA 93003

Note: Attach additional sheets if required.

BIDDER'S LICENSE AND EXPERIENCE STATEMENT

The Bidder shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. Should the contract be awarded to the Bidder, then the legal address described below shall be used for all communications and notices with the Bidder.

Bidder hereby certifies that it has reviewed the insurance coverage requirements specified in the Contract Documents. Should it be awarded the contract for the work, Bidder further certifies that it can meet all the Contract Documents requirements for insurance including insurance coverage of its subcontractors.

(1) Address: 2101 E Ventura Blvd,
Oxnard, CA 93036

(2) Type of Firm: Individual ____ Partnership ____ Corporation X

(3) Telephone: 805 - 483 - 4515

Facsimile: 805 - 483 - 2001

(4) Bidder's License:

Primary Class: A
License No: 710580
Expiration Date: 8/31/25
DIR No: 1000002410

The Bidder is required to hold a valid Class A contractor's license at the time of bid, when the Contract is awarded, and for the duration of the Contract.

Supplemental classifications held, if any: C-31

(5) Names and titles of all members of the firm:

Sean Castillo	President
Jerry Hannigan	Secretary
Trent Royle	VP Operations

(6) Number of years a contractor in construction work of this type: 29 years

(7) Five comparable projects recently constructed by Bidder:
(Bidder shall also include its subcontractor's experience for all types of work covered by its bid. Additional sheets may be used.)

PROJECT NO. 1

Owner Name: Casitas Municipal Water District
Contact Name: Virgil Clary
Contact Address: 1055 N Ventura Ave, Oak View, CA 93022
Telephone: 805 - 649 - 2251
Contract Amount: $ 1,544,791.11
Date Started: 2/2021
Date Completed: 9/2021

Design Engineer: Casitas Municipal Water District
Contact Name: Michael Kielborn
Contact Address: 1055 N Ventura Ave, Oak View, CA 93022

Telephone: 805-544-7407

Construction Manager: Casitas Municipal Water District
Contact Name: Virgil Clary
Contact Address: 1055 N Ventura Ave, Oak View, CA 93022
Telephone: 805-649-2251

PROJECT NO. 2

Owner Name: City of Oxnard
Contact Name: Rene Hutcher
Contact Address: 300 W Third St, Oxnard, CA 93030

Telephone: 805-385-8280
Contract Amount: $4,793,391
Date Started: 3/2020
Date Completed: 9/2020

Design Engineer: City of Oxnard
Contact Name: Tatiana Arnaout
Contact Address: 300 W Third St, Oxnard, CA 93030

Telephone: 805-385-8280
Construction Manager: City of Oxnard
Contact Name: Gianna Pourarien
Contact Address: 300 W Third St, Oxnard, CA 93030

Telephone: 805-385-8280

PROJECT NO. 3

Owner Name: City of Downey
Contact Name: Lorena Powell
Contact Address: 1111 Brookshire Ave, Downey CA 90241

Telephone: 562-904-7110
Contract Amount: $1,125,942
Date Started: 8/2020
Date Completed: 11/2020

Design Engineer: Stantec
Contact Name: David Lew
Contact Address: 38 Technology Dr, Irvine, CA 92618

Telephone: 866-782-6832

Construction Manager: City of Downey
Contact Name: Dan Mueller
Contact Address: 1111 Brookshire Ave, Downey CA 90241

Telephone: 562-782-6832

PROJECT NO. 4

Owner Name: County of Ventura
Contact Name: Christopher Cooper
Contact Address: 800 S. Victoria, ~~CA~~ Ventura (SC)

CA, 93009
Telephone: 805-654-2018
Contract Amount: $860,350
Date Started: 7/2020
Date Completed: 9/2020
Design Engineer: County of Ventura
Contact Name: Ariel Braza
Contact Address: 800 S. Victoria, Ventura, CA 93009

Telephone: 805-654-2018
Construction Manager: County of Ventura
Contact Name: Ariel Braza
Contact Address: 800 S Victoria, Ventura, CA 93009

Telephone: 805-654-2018

PROJECT NO. 5

Owner Name: City of Glendale
Contact Name: Saumil Mody
Contact Address: 633 E Broadway, Room 205 Glendale, CA 91206

Telephone: 818-937-8255
Contract Amount: $2,433,077
Date Started: 1/2019
Date Completed: 3/2020

Design Engineer: City of Glendale
Contact Name: Saumil Mody
Contact Address: 633 E. Broadway, Room 205 Glendale, CA 91206

Telephone: 818-937-8255

Construction Manager: City of Glendale
Contact Name: Saumil Mody
Contact Address: 633 E. Broadway, Room 205 Glendale, CA 91206

Telephone: 818-937-8255

(8) List of References

The following information should contain persons or entities familiar with the Bidder's Work. All five references shall be provided and all information listed must be completed:

1. Name of Agency: Casitas Municipal Water District
Agency Address and Telephone: 1055 N Ventura Ave, Oak View, CA 93022
Contact Person: Virgil Clary
Type of Construction Project: Pipeline Replacement
Contract Amount: $1,544,791.11

2. Name of Agency: City of Oxnard
Agency Address and Telephone: 300 W. Third St, Oxnard, CA 93030
Contact Person: Rene Hatcher
Type of Construction Project: Water Cast iron pipe Replacement

Contract Amount: $ 4,793,391

3. Name of Agency: City of Downey
Agency Address and Telephone: 1111 Brookshire Ave, Downey CA 90241; 562-904-7110
Contact Person: Lorena Powell
Type of Construction Project: Water System Improvements
Contract Amount: $ 1,067,619

4. Name of Agency: County of Ventura
Agency Address and Telephone: 800 S. Victoria, Ventura, CA 93009; 805-654-2018
Contact Person: Christopher Cooper
Type of Construction Project: AC paving, striping and concrete
Contract Amount: $ 860,380

5. Name of Agency: City of Glendale
Agency Address and Telephone: 633 E. Broadway Room 205 Glendale, CA 91206; 818-937-8255
Contact Person: Saumil Mody
Type of Construction Project: Adjustment of existing valve covers
Contract Amount: $ 2,433,077

(9) Date and person who inspected site of the proposed work for your firm:

Name: Ian MacLeod
Date: 4/26/24

(10) The Bidder represents that it has personally examined the site, carefully read the Contract Documents and satisfied itself as to its ability to perform the work for the project, including all attending difficulties.

(11) The Bidder acknowledges by affixing its signature hereto, that it is aware of any and all representations made herein, which are made under the penalty of perjury.

Name of Bidder: Toro Enterprises, Inc.

Signature of Bidder:

Print Name and Title: Sean Castillo, President

NONCOLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

STATE OF)
) SS:
COUNTY OF)

Sean Castillo, being first duly sworn, deposes and says that he or she is President of Toro Enterprises, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Dated: 5-13-24

Bidder: Toro Enterprises, Inc.

By: _____
(Signature)

Title: Sean Castillo, President

Subscribed and sworn to before me this 13th day of May, 2024

_____
Notary Public

(SEAL)

TYSON RISING
COMM. #2389737
Notary Public - California
Ventura County
My Comm. Expires Dec. 31, 2025

dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 710580 Entity CORP

Business Name TORO ENTERPRISES INC

Classification(s) A C31

Expiration Date 08/31/2025 www.cslb.ca.gov

ATTACHMENT C

Construction Contract for Toro Enterprises, Inc.

CONTRACT

PROJECT: Via Real Stormwater Project

AMOUNT OF CONTRACT: $3,116,428.00

THIS AGREEMENT, made and entered into this 8th day of July, 2024, by and between the City of Carpinteria (hereinafter referred to as "Owner") and Toro Enterprises, hereinafter referred to as "Contractor".

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE as follows:

ARTICLE I: GENERAL

Contractor agrees to perform and complete in a workmanlike manner all work required under the Bidding Schedule of Owner's Contract Documents entitled Via Real Stormwater Project and in accordance with its Specifications and Drawings, to furnish at its own expense all labor, materials, equipment, tools, transportation, and services necessary therefor, except such materials, equipment and services as may be stipulated in the Specifications to be furnished by Owner, and to do everything required by the Agreement and the Contract Documents, for the sum of Three Million One Hundred Sixteen Thousand Four Hundred Twenty-Eight Dollars and Zero Cents ($3,116,428.00).

ARTICLE II: PAYMENT

For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement, the said Specifications, Drawings and other Contract Documents; for all loss and damages arising out of the nature of the work,, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Owner, and for all risks of every description connected with the work; for all expenses resulting from the suspension or discontinuance of work, except as are expressly stipulated in the Contract Documents to be borne by Owner and for completing the work in accordance with the requirements of the Contract Documents Owner will pay, and said Contractor shall receive, in full compensation therefor, the above named price.

ARTICLE III: CONSIDERATION

Contractor agrees to perform the work according to the terms of this Agreement for the abovementioned price and owner agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in the Contract Documents. Owner and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the Contract Document.

ARTICLE IV: WAGES

The general prevailing rates of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the work is to be performed have been determined by the Owner. Said general prevailing rates of per diem wages are incorporated and made a part of this Agreement. The Contractor agrees that it, or any subcontractor under it, will pay not less than the foregoing specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

ARTICLE V: HOURS AND WORKING CONDITIONS

The Owner is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth this Agreement and will be complied with by the Contractor.

ARTICLE VI: CONTRACT TIMES

The Work shall be completed within 120 working days from the commencement date stated in the Notice to Proceed.

ARTICLE VII: LIQUIDATED DAMAGES

Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the time specified in Article 2, plus any extensions thereof allowed in accordance with the terms of the Contract Documents. The parties also recognize that the amount of Owner's actual damages in the event of such delays are impractical and infeasible to determine at this time. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner $700 for each day that expires after the time specified in Article 2, plus any extensions, until actual completion of the Work. The payment of liquidated damages pursuant to this Article is for the limited purpose of compensating Owner for the costs and expenses associated with the delay in receiving the benefits and use of the Work and not for other damages that may be incurred by the Owner. The Contractor's responsibility for or payment of liquidated damages shall not in any way preclude the Owner from pursuing any of its other remedies under the Contract Documents or Laws for the Contractor's failure to complete the Work in a timely manner or otherwise satisfy its obligations as required by the Contract Documents.

ARTICLE VIII: ASSIGNMENT

No assignment by a party to this Agreement of any rights under or interests in the Contract Documents will be binding on another party without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE IX: COMPONENTS OF AGREEMENT

The Notice Inviting Bids, Information for Bidders, Contractor's Bid, Bid Certificates, Bidding Schedule (2 sheets), Bid Bond or other acceptable guaranty, Bidder's Statement Regarding Insurance coverage, List of Subcontractors, Bidders License and Experience Statement, Noncollusion Affidavit, Agreement Certificates, Material and Labor bond, Performance Bond, Certificate of Compliance, Worker's Compensation Certificate, Notice of Award, Acknowledgment of Notice of Award, Insurance Endorsements, Sole Proprietor Statement, Escrow Agreement for Security Deposits in Lieu of Retention, Notice to Proceed, Closeout Agreement and Release of Claims, Insurance Specifications for Construction Contracts, Labor Provisions, General Provision Modifications (incorporating Provisions, Standard Specifications for Public Works Construction (latest edition), as modified), Special Provisions, Statutory Provisions, Specifications, Drawings and all Addenda issued by the Owner with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

John L. Ilasin, P.E.
City Engineer

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk

BUSINESS TAX COMPLIANCE

Licette Maldonado
Business Tax and Permit Inspector

OWNER
City of Carpinteria, a Municipal Corporation

By _____
Al Clark, Mayor

CONTRACTOR, Toro Enterprises, Inc.

By _____

Sean Casitllo
President

AGREEMENT CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that at a meeting of the Board of Directors of _____
_____,
a corporation existing under the laws of the State of _____, held on _____,
20_____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as
_____ President
of the Corporation, be and is authorized to execute the Agreement dated _____, 20___, between the City of Carpinteria and this corporation and that its execution, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation this _____, day of , 20_____.

_____
Secretary

(SEAL)

ATTACHMENT D

Agreement for Cannon Corporation

ORIGINAL

City of Carpinteria

Proposal for Consulting Construction Management Services for the Via Real Stormwater Project

Proposal Contents

Section 1	Executive Summary
Section 2	Firm Background
	Contact Person
	Existing and Past Financial Relationships
	Subconsultant
Section 3	Proposed Service Organization
	Key Personnel
	Organization Chart
Section 4	Qualifications
	Why Cannon?
	Experience and References
Section 5	Approach to Scope of Services
Section 6	Schedule of Work
Section 7	Estimated Hours
Appendix	Resumes

Cannon

Reliable Responsive Solutions

Jason Dane, Engineering Technician
Public Works Department
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

July 14, 2022

Subject: **Proposal for Consulting Construction Management Services for the Via Real Stormwater Project**

Dear Mr. Ilasin:

The improvement of the drainage system along Via Real between Carpinteria Creek Drive and Poplar Street will help reduce localize flooding in the area and improve stormwater quality along Carpinteria Creek.

Improvements to this drainage system consists of constructing bioswales, a bioretention basin, and landscape improvements; installing storm drain improvements, such as reinforced concrete pipes (RCP), reinforced concrete boxes (RCB), concrete v-ditch, concrete channels, etc., removal and replacement of concrete sidewalks, curb, gutter, curb ramps, and driveway approaches; relocation of an existing water main.

For 46 years Cannon has provided construction management, inspection, and design services for projects including storm drain improvements, water infrastructure upgrades, and development of City facilities.

Specifically, Cannon has expertise with the construction of each element or feature present in this project, as well as traffic control, stormwater pollution control, and labor compliance.

As Cannon's Resident Engineer and Construction Manager, I will be the City's primary construction representative and, along with Cannon's construction management team, provide services to the City of Carpinteria as described in the Request for Proposal.

The following proposal demonstrates our experience and proposes a team of key personnel we are confident will best meet the City's needs. I am available to answer questions through the contact methods provided below, or to further discuss this proposal. On behalf of the Cannon team, I am pleased with the opportunity to continue to serve the City of Carpinteria. I hope to speak with you and your staff in detail soon.

Sincerely,

Ernie Ferrer, PE, QSD/P No. 78037
Senior Resident Engineer
☎ 805.544.7407 📱 805.657.7358
✉ ErnieF@CannonCorp.us
305 South Kalorama St., Suite A, Ventura, CA 93001

Pat Riddell*, PE, CPII, QSD/P No. 72034
Director, Construction Management Division
☎ 805.544.7407 📱 805.657.7358
✉ PatR@CannonCorp.us
305 South Kalorama St., Suite A, Ventura, CA 93001
Mr. Pat Riddell has official authority to bind the company.

1 Executive Summary

Cannon Corporation- Providing Reliable Responsive Solutions since 1976

Firm Background

Cannon has been headquartered locally for more than 46 years, providing construction management, design, and survey services a range for Central Coast and Southern California municipalities and agencies, including the City of Carpinteria (City). As part of the City's on-call consultant team, we will continue to hone our understanding of City functions and expand our means of providing excellent customer service.

Our team offers expertise the following services relevant to the City's project:

- Construction management and inspection
- Construction administration
- Full Depth Reclamation
- Pavement, street, and traffic improvements
- ADA Compliance
- Regulatory requirements and permitting

Proposed Service Organization

The team we've assembled for this project brings construction management and inspection, QSD/P inspection, and labor compliance expertise. Our selected subconsultant, Union Materials Testing (UMT), will provide materials and acceptance testing services.

Team Member	Project Role
Ernie Ferrer, PE, QSD/P	Project Manager
Pat Riddell, PE, QSD/P, CPII	Principal-in-Charge, Construction Manager
Todd Bartolome, PE, QSD/P	QSD/P Inspector
Nicholas Andrews	Construction Inspector
Christine Kahn, PE	Assistant Resident Engineer, Funding, Labor Compliance
UMT Team: Evan Folk	Geotechnical Services

Cannon

As a full-service engineering and design, surveying, construction management firm, we take pride in our ability to offer clients a broad range of services. Our commitment to providing clients Reliable Responsive Solutions, whether the project scope is expansive or more specialized, spans 46 years.

Qualifications

Cannon has had the opportunity to build professional relationships with many cities, counties, and local agency representatives throughout California. Eighty percent of our firm's business is from repeat clients who trust in our integrity, as well as our professional competence. The featured projects and references demonstrate our expertise and experience in storm drain improvements, bioswales, curb and gutter, waterline replacement, utility work and coordination, permitting, and labor compliance.

Approach and Scope of Services

We have addressed several specific considerations to consider for the successful completion of this project. Our construction management and inspection services scope of work is based on the RFP, which we propose to provide in the following proposed phases of the project:

- Pre-construction
- Construction
- Post-Construction
- Contingency Services

Schedule of Work

We have provided an estimated schedule to meet the City's timeline identified in the RFP, with consideration of the following:

- Pending bid advertisement will be followed by award of a successful bidder, for field work to (estimated) start in March/April 2023.
- Duration of the construction contract is 120 working days, and anticipated for completion in early fall 2023.

Estimated Hours

Through researching this project we have developed estimated hours for each major task, including subconsultants, to complete the scope of work. Summary of estimated hours are as follows:

- Total estimated Cannon hours: 1654 hours
  - Pre-construction: 32 hours
  - Construction: 1588 hours
  - Post Construction: 38 hours
- Total estimated UMT hours: 1853 hours

2 Firm Background

Cannon Corporation- Providing Reliable Responsive Solutions since 1976

As a full-service engineering, construction inspection and management, and surveying firm, we take pride in our ability to offer clients a broad range of services. Our commitment to providing clients reliable responsive solutions, whether the project scope is expansive or more specialized, spans almost 46 years. During that time, we have worked with many cities, counties, and agencies throughout California, including the City of Carpinteria and County of Santa Barbara, to maintain secure and dependable transportation, water resource, and wastewater infrastructure.

Our in-depth understanding of City procedures, as well as familiarity with local project sites, will be valuable resources for providing construction engineering services for the City. Our team offers expertise in each area of service that may be needed for upcoming projects:

- Construction management and inspection
- Construction administration
- Full Depth Reclamation
- Pavement, street, and traffic improvements
- ADA Compliance
- Regulatory requirements and permitting

We will provide services for the City primarily from our Ventura office, supported by our San Luis Obispo headquarters. Our office locations include the following:

Ventura
305 South Kalorama St.
Suite A
Ventura, CA 93001
☎ 805.544.7407

Los Angeles
11900 West Olympic Blvd.
Suite 530
Los Angeles, CA 90064
☎ 310.664.1166

San Luis Obispo
1050 Southwood Drive
San Luis Obispo
CA 93401
☎ 805.544.7407

Irvine
16842 Von Karman Ave.
Suite 150S
Irvine, CA 92606
☎ 949.753.8111

Bakersfield
4540 California Ave
Suite 550
Bakersfield, CA 93309
☎ 661.328.6280

Issaquah
1700 NW Gilman Blvd.
Suite 100
Issaquah, WA 98027
☎425.677.2323

Point-of-Contact
Ernie Ferrer, PE, MCE, QSD/P
Project / Construction Manager
305 South Kalorama St.
Suite A, Ventura CA 93001
☎ 805.544.7407 805.657.7358
ErnieF@CannonCorp.us
CannonCorp.us

Experience Counts

Bioswales and culverts

Bioretention basins

Curb, gutter, and street improvements

Storm drains, water mains, and pipelines

Subconsultant

Union Materials Testing (UMT)

Why choose UMT?

- Certified Technicians, including ACI, NICET, Caltrans, ISSA, NHI-FHWA, and ICC
- AASHTO Accredited
- Caltrans Accredited
- Accurate Results
- State-of-the-Art Laboratory
- Timely Reports

UMT has a state of the art CMT laboratory located in Ventura County, CA. Their laboratory is accredited through AASHTO and Caltrans and participates in two proficiency sample testing programs.

UMT is led by Vice President / Co-founder, who has over 2 decades of (QA) materials testing on major infrastructure projects, including: soil testing, slurry seal testing, aggregate testing, HMA testing, mix design services, and more.

UMT employs multiple technicians, creating a diverse team of testing technicians that are ready to work on the City's project.

Their Quality Assurance Program (QAP), confirms clients recieve test results and final reports well before their time to review and approve the next monthly contractor pay estimate.

UMT has hand picked a well educated and highly experienced testing and inspection staff supported by the President / Co-founder, who retains decades of direct experience in testing, design, inspection, non-distructive forensic investigation, and managing major public works projects.

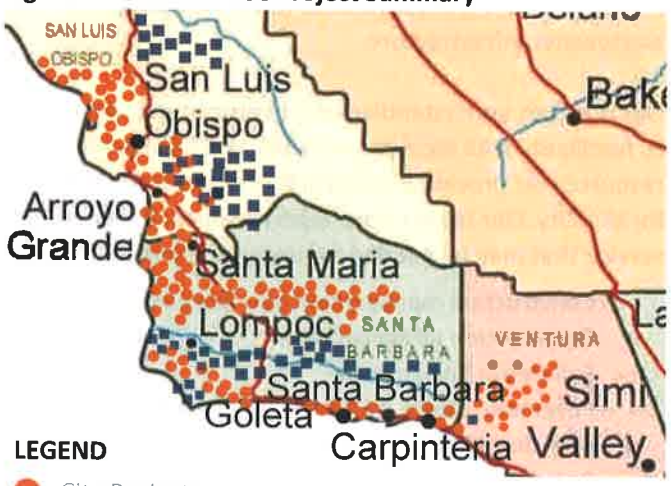
Existing and Past Financial Relationships

Neither Cannon nor our subconsultants have past or present agreements or interest with current members of the City Council, City staff, or entities for which said members are employed.

Local and California Coastal Commissions (CCC) Jurisdiction Projects

Cannon has been headquartered locally for more than 46 years, providing a range of project support services from concept, to design, to construction managment for Santa Barbara County municipalities, including the City of Carpinteria. We continue to hone our understanding of City functions and expand our means of providing excellent customer service. The map in figure 1 summarizes our experience in the City and CCC Jurisdiction.

Figure 1. Local and CCC Project Summary



Cities

- City of Carpinteria
- City of Santa Barbara
- City of Santa Maria
- City of Lompoc
- City of Goleta
- City of Guadalupe
- City of Solvang
- City of Buellton
- City of Ventura
- City of San Luis Obispo
- City of Pismo Beach
- City of Grover Beach
- City of Arroyo Grande

Counties

- County of Santa Barbara
- County of Ventura
- County of San Luis Obispo

Districts and Agencies

- Carpinteria Sanitary District
- Montecito Water and Sanitary Districts
- Casitas Municipal Water District
- Goleta Water District

3 Proposed Service Organization

Organizational Chart

City of Carpinteria

Principal-in-Charge
Patrick Riddell, PE, CPII, QSD/P
No. 72034 - BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo, CA

Project / Construction Manager
Ernie Ferrer, PE, MCE, QSD/P
No. 78037 - MS, Civil Engineering, Norwich University, Northfield, VT

Construction Inspector
Nicholas Andrews
MS, Geotechnical Engineering, University of California at Los Angeles, Los Angeles, CA

SWPPP Compliance Officer
Todd Bartolome, PE, QSD/P
No. 86198 - BS, Construction Engineering, University of Nebraska, Lincoln, NE

Assistant Resident Engineer and Labor Compliance Officer
Christine C. Kahn, PE
No. 41877 - BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

We have provided resumes, including specific team member experience, capabilities, and affiliations, in the Appendix of this proposal.

Subconsultant:
Union Materials Testing (UMT)
Geotechnical Services
Evan Folk

Key Personnel

Project / Construction Manager Ernie Ferrer, PE, MCE, QSD/P

With more than 30 years of experience in construction management and civil and sanitary engineering, Mr. Ferrer offers expertise in project management services. He has provided design and construction services for various capital projects, including streets and transportation, water resources, wastewater, facilities, stormwater, parks and recreation, coastal, and public art. Mr. Ferrer works in close coordination with numerous local, state, and federal regulatory agencies throughout Southern California to acquire construction permits for various projects.

Principal-in-Charge Pat Riddell, PE, CPII, QSD/P

Mr. Riddell is an experienced Resident Engineer and Construction Manager of public works projects. He offers in-depth knowledge of the Caltrans Construction Manual, Local Assistance Procedures and Standard Plans and Specifications, as well as project scheduling, multi-agency coordination, cost-control methods, construction staging methods and strategies, community outreach, and quality assurance systems. Mr. Riddell has provided both construction management and design for public and private industry projects for more than 15 years.

4 Qualifications

Why Cannon?

46+ years in business

>20 miles from site to corporate office

13 years as Low-Impact-Development leaders

1000s ADA-compliant curb ramps

Since 1976, Cannon has been committed to providing engineering services. Our reputation is a direct result of our consistent attention to our clients' needs. Eighty percent of our firm's business is from repeat clients who trust in our integrity, as well as our professional competence. We have the expertise, experience, and capabilities to meet your needs as demonstrated in the qualifications and experience detailed in this proposal. However, the real proof of this expertise is found in what our past and current clients have to say:

> I've found [Cannon's] engineers to be extremely professional, diligent, and knowledgeable. I have been pleased with the services provided by Cannon and trust their knowledge and expertise in supporting Ventura with the City's capital improvements.

Chris Dejarme, PE, Senior Civil Engineer, City of Ventura

> The City of Pismo Beach has come to expect a high caliber of service from Cannon's team. For nearly a decade, Cannon has supported our beautiful city in the preservation of safe and steady public infrastructure for residents and tourists alike.

Benjamin A. Fine, Director of Public Works,City Engineer, City of Pismo Beach

Summary of Cannon Public Agency Contracts

The following abbreviated list summarizes our selection as a preferred service provider and Cannon's experience as an extension of public agency client's staff for the following government clients:

- City of Carpinteria: On-Call Civil Engineering and Construction Inspection Staff Augmentation
- County of Santa Barbara: Construction Engineering and Surveying Services
- City of Goleta: Professional Engineering, Environmental and Right of Way Services
- City of Solvang: Engineering Services
- City of Santa Maria: Consultant Services
- City of Grover Beach: Construction Management and Inspection Services
- City of San Luis Obispo: Construction Management, Civil Engineering, and Surveying
- County of San Luis Obispo: Construction Management and Civil Engineering
- Nipomo Community Services District: Construction Management, Civil Engineering, and Surveying
- City of El Monte: Construction Management and Inspection Services
- City of Thousand Oaks: Construction Observation
- City of Thousand Oaks: On-Call Professional Engineering Services
- City of Santa Monica: Construction Management and Land Surveying
- City of Gardena: On-Call Professional Services
- City of Anaheim: On-Call Civil Engineering and Design Services
- City of McFarland: Civil Engineering (Waste Water Engineering)
- Los Angeles County Waterworks District, No. 40: Civil Engineering
- City of Los Angeles, Public Works: On-Call Civil Engineering Services
- City of Atascadero: Civil Engineering
- City of Bakersfield: Plan Checking
- City of Lake Forest: Professional Consulting Services

Carpinteria Avenue and Pedestrian Safety Improvements

Carpinteria, California

Cannon worked closely with the City and Contractor to address questions and unforseen conflicts quickly and efficiently.

This frontage project helped the City mitigate curb and gutter requirements along with improved pedestrian facilities.

The Carpinteria Avenue Pedestrian Safety Project included pedestrian improvements of approximately ***1,200 feet of roadway frontage*** along the southwest side of Carpinteria Ave. This project coincided with a separate project to refurbish the City Hall Building.

Cannon was selected to provide design and construction management services that involved upgrading the existing sidewalks to include ADA access, a new vehicle entrance, and a vehicle pull out for dropping-off children.

The project included pedestrian accommodation for a future skate park facility proposed for construction adjacent to City Hall and incorporated a tie-in to the existing bike path.

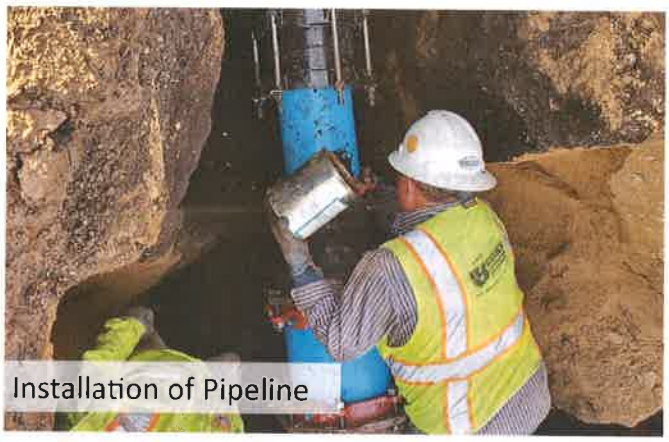
Due to the amount of utility crossings and the traffic volumes on Madera Road, a proposed ***20-inch pipeline was installed via Horizontal Directional Drilling (HDD) using PVC and Fusible PVC pipe***. Cannon provided topographic survey, utility research, structural design of piping on the bridge over the Arroyo Simi, design of the HDD pipe boring lengths, and coordination with Calleguas and end users. The longest boring of HDD was designed for more than 2,800 feet.

Project Reference
John Ilasin, PE Public Works Director/City Engineer
City of Carpinteria
5775 Carpinteria Ave., Carpinteria, CA 93013
☎ 805.684.5405
✉ johni@ci.carpinteria.ca.us

Pismo Streetscape Shell Beach Road Improvements

Pismo Beach, California

This Coastal Community Complete Street project involved extensive utility coordination, bioswales, and landscaping.



Installation of Pipeline

ASCE This project recieved the 2021 American Society of Civil Engineers Branch Award

Constructed Stormdrains

The Shell Beach Road Streetscape - Phase I Project (Project) was a major component of the City of Pismo Beach's overall *Complete Street Plan*. The well-traveled corridor lacked multi-modal transportation elements and connections to key destinations. This project involved the construction of a multi-use path placed along the east side of Shell Beach Road, along the Caltrans right-of-way boundary, to connect the Shell Beach Elementary School to Dinosaur Caves Park.

The City selected Cannon to provide construction management, inspection, materials testing, and administrative services. This project presented unique challenges in that a significant portion of the work (approximately 64%) occurred below the surface, in the replacement of underground utilities (water and storm drain) and the undergrounding of existing overhead utility lines (PG&E, AT&T, and Charter).

Surface enhancements included ADA-compliant sidewalks and curb ramps, pedestrian safety and traffic calming intersection bulb-outs, landscaping, streetscape furnishings and amenities, lighting, walls and fences, fresh pavement surfaces, striping and markings, and public art displays. We worked closely with field representatives to facilitate the success of Rule 20A undergrounding work.

Project Reference
Eric Eldridge, Senior Engineer
City of Pismo Beach
760 Mattie Rd., Pismo Beach, CA 93449
☎ 805.773.4657
✉ eeldridge@pismobeach.org

Completed Shell Beach Road

Construction Management and Design for 12th Street Complete Street Improvements

Paso Robles, California

Permeable Pavers

Bioswale Landscape

12th street built on lessons learned from 21st Street to refine green infrastructure design details, constructability, sequencing, and groundwater recharge approaches. The focus on big picture community/watershed approach helped the City bundle benefits into this street rehabilitation project.

12th Street was assigned funding for street repair as part of the recent half cent sales tax measure. It is designated as a Tier 2 street, which required more than a simple overlay for repair. The City of Paso Robles desired to redesign 12th Street to reduce future pavement maintenance costs, improve pedestrian pathways, and reduce stormwater flow.

The City selected Cannon to provide design and construction management services to reduce pavement width; replace impervious areas with low-maintenance pervious areas; identify solutions to reduce stormwater flow; provide two travel lanes, parking, and sidewalks on both sides of the street, ADA-compliant ramps and crosswalks, and Class 3 bike lanes; review potential traffic-calming features; and identify the potential for additional street trees and/or ornamental or bio-swale plantings within right-of-way.

Construction Management and Design for 21st Street Complete / Green Street Improvements and Stormwater Enhancement

Paso Robles, California

Before

After

Historic runoff from the Mountain Springs Creek watershed along with subsequent development of the urban areas over the course of several decades resulted in frequent flooding, poor pavement, and inadequate facilities for bicycles and pedestrian traffic.

Cannon was selected to provide preliminary and final design; construction management; railroad right-of-way coordination; subconsultant coordination; preparation of plans, specifications, and construction estimate; and presentation of exhibits and community workshops for public outreach. We collaborated with the City and project stakeholders.

Project Reference
Ditas Esperanza, PE Capital Projects Engineer
City of Paso Robles
1000 Spring Street, Paso Robles, CA 93446
☎ 805.227.7276
✉ DEsperanza@prcity.com

Modjeska Park Underground Storm Water Detention and Infiltration System

Anaheim, California

An under-sized storm drain was causing extensive flooding at the 23.5 acre Modjeska Park. This project involved installation of an underground, pre-manufactured infiltration/detention system; two laterals to divert dry weather flow and stormwater into and out of the infiltration/detention system; and a stormwater diversion structure to divert flows from an existing 48-inch reinforced concrete storm drain pipe that drains the 224-acre contributing watershed. The project also included removal and replacement of an existing asphalt concrete parking lot pavement with pervious pavement. Cannon provided engineering design services to improve stormwater management.

Cannon provided Construction Administration for this project that involved the installation of stormdrain, bioswales, gutters, and curb returns.

This project recieved the following awards:

ASCE APWA ACEC

Project Reference
William (Bill) Grigsby, PE
Principal Engineer Design Services
City of Anaheim
☎ 714.765.5259
✉ wgrigsby@anaheim.net

On-Call Inspection and Engineering Services for Developments

Carpinteria, California

Retention Basin Rock Filter Layer

Final Retention Basin with Plantings and Mulch

The City of Carpinteria issued construction permits for private land development projects within the City. Cannon is providing field inspection and engineering services. Specific projects include the following:

- ***Sanitation District Permit:*** Compliance and inspection of the proposed grading and improvements, including site grading, erosion control, foundation, and storm system.
- ***Faith Lutheran Church:*** Site and utility inspections, including sewer, water, and stormdrain; sanitary sewer/domestic waterline; bioswale and bioretention basin; curb, gutter, and street; and compliance with Santa Barbara County Regulations.

Cannon has reviewed permitting requirements and bioretention and bioswale facilities for the City.

Project Reference
John Ilasin, PE Public Works Director/City Engineer
City of Carpinteria
5775 Carpinteria Ave., Carpinteria, CA 93013
☎ 805.684.5405
✉ johni@ci.carpinteria.ca.us

5 Approach to Scope of Services

Project Understanding

The City of Carpinteria has identified stormwater drainage improvements along Via Real, between Carpinteria Creek Drive and Poplar Street, to reduce localized flooding and improve stormwater quality along Carpinteria Creek.

The project consists of the construction of bioswales, a bioretention basin, and landscape improvements; installation of storm drain improvements such as reinforced concrete pipes (RCP), reinforced concrete boxes (RCB), concrete v-ditch, concrete channels, etc., removal and replacement of concrete sidewalks, curb, gutter, curb ramps, and driveway approaches; relocation of an existing water main.

Funding for this project is provided through FEMA's Hazard Mitigation Grant, and the California Natural Resources Agency's Urban Flood Protection Grant. The remaining funds is provided with local matching funds. The City anticipates issuing a notice to proceed to the responsive/responsible low bidder sometime in spring of 2023 with the contract lasting approximately 120 workings days with an anticipated completion date of early fall of 2023.

Through issuance of the subject RFQ/RFP, the City of Carpinteria is seeking the services of a qualified construction management team to provide construction management, inspection, materials testing, labor compliance administrative services, and Stormwater Pollution Control Compliance administration services for the project. Based on our evaluation of the City's RFQ/RFP, we have identified key elements on the following pages and in our scope of work that we believe will be critical to the success of the project.

Approach and Methodology

At Cannon, we believe it is our responsibility to be the City's representative in all things related to project construction. To this end, we study the project history, the impetus behind the project, the people involved in the planning and development process, funding sources and history, and specific goals and interests of the City Council, local citizens, and the public at large. The City's priorities are our priorities. Our purpose in managing the construction is to protect the interests of the City and promote the goals and objectives of the City through the successful implementation and completion of the project.

The items listed in our project approach provide an outline of the activities and services that we expect to provide during construction, and they are all-inclusive of the scope outlined in the RFP. As the first order of work, we will develop a unique Construction Management Plan customized to the elements of the work, plans, specifications, and contractual requirements of the project. We have included an outline and brief descriptions of the expected work items to be included in the Construction Management Plan.

Critical Success Factors

As a result of our ongoing, detailed constructability analysis, we have identified the following factors below that will be critical to the success of the City's project.

Construction Management and Technical Expertise

We offer the City of Carpinteria expertise in construction management, inspection, and engineering; cost controls; schedule review; communication and documentation; weekly progress reporting; management of RFI's, submittals, and change orders; labor and EEO compliance, potential claims management; payment applications; and more.

Knowledge and experience in the design, construction, and sequencing of construction and transit center improvements, roadway construction, paving and decorative concrete improvements, utility work including electrical and lighting, and overall construction work are critical prerequisites for the construction management team responsible for overseeing the safe and effective construction of the project. In addition to being intimately familiar with the project plans and specifications, the construction management team must have a thorough understanding and background using Caltrans standard specifications and plans and be knowledgeable in the latest construction standards.

Communication Strategy

Communication is essential in successfully avoiding or resolving problems that may be encountered during the course of a project. Understanding our role in relation to the roles of the City engineer and design engineer will be a top priority on this project. We will work closely with each of the project stakeholders from beginning to end.

Stakeholders include City staff, the design team, the construction team, utility providers, Caltrans, the local community and business owners, tourists , and patrons from surrounding communities. It is imperative that the resident engineer stay attuned to how each portion of the project impacts each of the stakeholders and be able to communicate effectively (verbally and in writing) in the event adjustments are necessary. On-site staff is responsible to keep each party informed of project progress. We will develop clear and concise procedures for communications that will expedite and facilitate project work. Thereby confirming that information is available to the construction team in the shortest possible time.

Construction Schedule (CPM) and Budget

A properly managed schedule is instrumental in maintaining project progress and establishing a common basis on which time and cost issues, as well as disputes, may be negotiated. Our construction managers and resident engineers use critical path method (CPM) scheduling to review the Contractor's construction schedule and confirm successful implementation of the construction projects. Through analysis of the CPM schedule, we can assess a project's progress. This careful analysis presents opportunities for cost savings as well as opportunities to shorten the construction schedule.

Cost Control and Documentation

The proper control of project costs is directly related to the effectiveness of the management team's methods of measurement and payment, tracking of monthly estimates, and negotiation and payment of Contract Change Orders (CCO). Our procedures and records are designed to meticulously track project costs, from measured or lump sum item work to adjustments of compensation, extra work, retentions, or liquidated damages. Our method of generating the monthly pay estimate provides for clear and thorough documentation of item work, change order work, deductions, payment of materials on hand, and retention. The item work is carefully measured prior to making payment, and extra work will only be provided as authorized by the engineer.

CCOs are negotiated as necessary based on the nature of change, and a detailed log of CCOs, payments, and current contingency balance maintained and updated throughout the project. It is our experience that, whenever possible in cases of disputes, it is always best to negotiate an equitable resolution rather than allow (or force) a contractor to make a claim. Our Construction Managers are experienced in the proper application of specifications regarding disputes, measurement, payment, and contract changes, and they will take every measure possible prior to referring a contractor to make a claim against the project.

Timely, detailed, and accurate documentation of the execution and progress of this project is paramount. Done well, written documentation tells the story of the project and brings issues to the forefront for early and quick resolution. Weekly progress meetings, schedule reviews, processing of RFIs, submittals, change orders, etc. will help to facilitate open and complete communications throughout each project.

In collaboration with the City, our team will maintain compliance with established records management procedures for recording and distributing project documents. The more complete the documentation, the more effective the resolution of any problems that may arise. In addition, this information can be used to avoid claims if the evidence is sufficient and clear. To efficiently maintain project documents, drawings, contract change orders, contractor submittals, shop drawings, and correspondence, we will use electronic and hard copy record keeping formats.

Our team uses Procore for our electronic file keeping. Procore helps drastically increase project efficiency and accountability by streamlining and mobilizing project communications and documentation. Procore will allow the project team to access project information (submittals, RFIs, photos, plans, specifications, etc.) on the web or various mobile devices from the office and out in the field. It increases efficiency by allowing the "field" and "office" to share critical documents in real time and remotely.

With Procore the project team can access the information they need, with real time updates and instantaneous tracking. This leads to more teamwork, less rework, and a smoother project development.

Quality Assurance Program

A requirement of receiving federal funding for construction projects is that local agencies must have a current Quality Assurance Program (QAP) compliant State and Federal Standards. Administration of the City's QAP for the sampling and testing procedures to be used during construction will provide assurance that the materials and workmanship incorporated into the construction project conforms with the contract specifications.

Traffic Control and Public Safety and Convenience

A key component to understanding this project is having a solid foundation of knowledge in MUTCD and Caltrans requirements. Disruptions to the flow of traffic must be kept to a minimum to avoid public discontent and complaints. We have recent experience with similar streetscape projects in high traffic areas and we understand the importance of public safety requirements and maintaining traffic flows.

The construction of this project has the potential to impact nearby businesses. To reduce disruption, our team will be responsible for holding the contractor accountable for providing a clean and safe project site and scheduling the work to limit the inconvenience to the businesses located in, or near, the work site.

In addition, we understand the importance of coordinating utility and streetscape construction work with public safety and fire staff so that known emergency routes can be modified while roadway construction is taking place.

ADA Compliance

Compliance with the Americans with Disability Act (ADA) will be critical to the successful completion of this project. New concrete ramps, sidewalks, and islands will require grades and slopes to be verified and confirmed to ensure ADA requirements are being met. In addition, the location of new signal poles and signal features, such as pedestrian push buttons (PPB), also fall under requirements of ADA for clearance, reach, and height requirements. We have successfully provided construction management and inspection on transportation projects with similar compliance requirements.

Construction Management Checklist

Our Construction Management Plan Checklist forms the basis of Cannon's approach. This is the framework in which we monitor and enforce contract compliance, and in which we document and record the thorough inspections, materials sampling and testing, and other Quality Assurance procedures required by the contract for the successful completion of a project.

Scope of Work

Proposal Considerations and Assumptions

Cannon understands the following about the Construction Management and Inspection Services for the Via Real Stormwater drainage improvements project:

- It will be advertised for bidding shortly and commence soon after award of a successful bidder. Field work is estimated to start in March/April 2023.
- The duration of the construction contract 120 working days, and anticipated for completion in early fall 2023.
- Materials Testing Services for Quality Assurance is required as part of this project. We have included in our proposal these support services.

Services Provided by the City

We understand and anticipate that the City of Carpinteria (City) will provide and/or coordinate the following related to this project:

- Permitting requirements, right-of-way access authorization, air- quality/environmental permits, etc., and associated fees.
- Property rights of entry, temporary construction easements, and any critical coordination with property owners regarding property issues.
- Lead public outreach. Cannon will coordinate with the City to reflect the same program and messaging with the public.
- Plans, specifications, contract documents, etc., in support of the project.

- General coordination and guidance with the various City Departments, as needed.
- Management of the project design consultant and any design-support services provided by them. We will fully coordinate and communicate with design consultant staff, as needed.

Task 1: Pre-Construction Phase Services

We will provide coordination and preparatory tasks necessary to facilitate the initial stages of the project and kick-off of the construction contract administration, including file/document control preparation, coordination meetings, and initial critical submittals.

1.1 Review Contract Documents

We will review the construction contract and specifications to verify that obligations placed upon the Contractor are consistent with the needs and expectations of the City. We will confirm these obligations are sufficient to allow us to work effectively with the Contractor in the best interests of the City. We will provide our review assessment to the City's Project Manager for discussion and provide potential recommendations regarding the project.

1.2 Kickoff Meeting

We will arrange and participate in a kick-off meeting to establish a Project Management Team (PMT) consisting of Cannon key personnel, City and design consultant staff, potential ancillary support consultants, and necessary utility contacts. The purpose of this meeting is to review construction contract documents, clarify issues, establish public interaction, establish working relationships, and review and verify mutual understanding of contract administration issues.

1.3 Contract Administration, Document Control and File System Preparations

We will coordinate the details of the file keeping and document control systems with the City Project Manager. Coordination will be provided based on standard public works procedures, such as the Caltrans Local Assistance Procedures Manual. We will establish and organize the files and template documents according to the details and system agreed upon with the City Project Manager in preparation for the start of work.

1.4 Conformed Set

We will review the construction plans and specifications and prepare a conformed set of documents – Plans and Specifications – that include addenda, RFIs, Contractor's bid proposal, and contract.

1.5 Submittal Processing

We will establish, with the assistance of the Design Engineer, a list of the submittals required of the Contractor. We will coordinate this list with the Contractor to receive and process the required submittals in accordance with the Contractor's material procurement and activity schedule. The City will assist in review and approval of submittals that require longer-lead time items, such as poles and cabinets.

1.6 Pre-Construction Conference

A pre-construction conference will be scheduled once the Notice to Proceed has been issued. We will develop a pre-construction agenda and submit it to the City for review a minimum of five days prior to the scheduled pre-construction conference. Appropriate parties will be invited, including the Contractor, City staff, project design consultant, ancillary support consultants, other involved entities, and utility companies. We will review with the Contractor, on an overall basis the plans and specifications for the Contractor's work and the interrelationship with other work that will take place in the construction vicinity. This review will confirm the Contractor's full understanding of the project.

We will distribute meeting minutes to attending parties. The meeting will include the Contractor's responsibilities, including project points of contact, emergency contacts, communication, safety/traffic control, public relations, permit and environmental requirements, site access, agreements, labor compliance, order of work, materials certification, weekly meetings, submittals and RFI's, quality control, stormwater pollution controls, procedures for handling extra work or change of conditions, establishing partnering session work or change of conditions, schedule updates, progress pay requests, highlighting any critical construction items specific to this project, dispute procedures, etc.

Task 2.0: Construction Phase Services

During this phase, Cannon will provide complete construction management services, on-site inspection and observation of the physical construction activity, and the services necessary to administer the project. Our team will provide sufficient coverage for the scope needs of the assignment, while adhering scale/budget constraints of the project. The Resident Engineer role will be fulfilled by Ernie Ferrer, of Cannon with a roster of potential staff inspectors, as additional staff coverage is needed.

2.1 Coordination of Contract Execution

We will work with the City to determine a mutually agreed upon schedule to mobilize to the project the construction management and the inspector roles, based upon the start of work and initiation of activity by the Contractor. We will implement record keeping documentation and contract administration systems developed during the pre-construction phase.

2.2 Project Communication and Coordination

We will facilitate project communication and coordination between the City, the Contractor, the design engineer, emergency services, utilities, local business, property owners and residents, and materials testing technicians throughout the construction phase. The weekly progress meetings will help the construction team stay abreast of project issues and progress. We will submit to the City a monthly progress report.

2.3 Construction Progress Meetings

We will determine an appropriate schedule for conducting project progress meetings, typically held on a weekly basis. Meetings will include a discussion of the project status, the next items of work, and coordination efforts that may be needed to progress the project. The meeting will provide a forum to discuss and resolve project issues early on and confirm it remains manageable. Additional special meetings may be required to address special issues and conditions in further detail.

We will schedule and chair the meetings and provide an agenda and meeting minutes to the project team.

2.4 Project Schedule Review

Starting with the submittal stage, we will review and critique the Contractor's proposed project schedule until an acceptable Baseline Schedule is accepted. Once the Baseline Schedule is established, we will work with the Contractor to continuously (weekly) monitor the actual activity progress with respect to the Baseline. The Contractor must provide schedule updates monthly, or as needed in accordance with the implementation of the work. We will review and critique proposed schedule updates in cooperation with the City for processing within the formal submittal system.

2.5 Submittal and Request for Information (RFI) Management

We will manage and maintain a log of, shop drawings, samples, submittals, and RFI's to determine the following:

1. Short-term look-ahead schedules contain critical submittal dates and logs reflect the same;
2. Submittals from the Contractor are received, logged, and timely processed;
3. Submittals are timely reviewed by the appropriate reviewing body and returned to the Contractor to reduce lost production time;
4. Logs are updated on a regular basis;
5. Shop drawings and Temporary Water Pollution Control Plan (WPCP) have been approved and returned before associated work begins; and
6. Copies of submittals, samples, and RFI's are maintained in the hard copy and electronic file (City standard electronic filing system).

We will continuously update the City'sProject Manager with RFI and Submittal items, responses, and logs, and provide review of the general status with the project team at the Weekly Progress Meetings.

2.6 Change Order Management

We will review the Contractor's proposed requests for change orders to confirm that project issues are brought to the surface and addressed in a timely manner. We will investigate proposed change orders submitted by the Contractor and confirm the City has agreed to the Contractor's proposed change order details and back-up.

Change order submittals will include clear and complete supporting records. We will review necessary and desirable changes to the project and advise the City's Project Manager of the potential change order impacts. We will provide the following:

1. Assemble documentation to include, such items as inspection reports, test reports, drawings, sketches, photographs, and other materials, as required.

2. Maintain a change order log to track change order proposals through the review and approval process. We will establish files for potential change orders or claims so as to accumulate documentation should the issues result in a change order or claim.

2.7 Quantity Calculations and Progress Estimates

We will confirm quantity calculations are complete, accurate and submitted each month to process the Contractor's progress pay estimate. The Inspector will keep track of item quantities and extra work performed and assist the Construction Manager to confirm accurate and timely monthly estimates for the project. The Inspector will reach an agreement on daily quantities with the Contractor's foreman to identify potential disputes to the work in question as soon as possible. We will review the Contractor's monthly Request for Payment and recommend approval for payment to the City.

2.8 Construction Observation/Inspection

We will provide inspection and documentation of construction tasks, including adherence to the project plans and specifications; safe and quality implementation of the work activity; detours; construction staging; traffic control; pedestrian and bicycle access; drainage; NPDES requirements; and lane closures.

We will confirm thorough site documentation by taking pre-construction site photos to document the existing condition of the project limits and haul routes, as well as on-going construction progress photos. We will document construction as it progresses. Photos will be logged and filed in the project files.

2.9 Quality Assurance and Materials Testing – Union Materials Testing (UMT)

We will collect, review, and confirm accuracy of material tickets, documentation, and certificates of compliance, to be in accordance with the construction contract plans and specifications. We will maintain organized document control in this category.

We will coordinate with our subconsultant, UMT, for specific materials sampling and QA testing, as required, and will include resultant reports and test results in the formal record documents.

2.10 Stormwater Pollution Control Compliance, WPCP and Permits

In coordination with direction and expectations provided by the City Project Manager, we will will provide a Stormwater Pollution Control Compliance Officer who is a QSD and who will monitor construction activity and coordinate with permitting agencies, as needed, to confirm work items are performed in accordance with the permit requirements. This includes review of the Contractor's Temporary Stormwater Best Management Practices Plan, perform site inspection of stormwater best management practices and reporting of any violations of stormwater pollution control requirements to the Construction Manager immediately upon discovery.

2.11 Reporting and Record Keeping

We will maintain the document control and file management system in accordance with the structure and procedures agreed-upon with the City's Project Manager during the Pre-construction Phase. Critical record-keeping categories will include daily field reports, meeting minutes, correspondence, RFIs, submittals, certificates of compliances, records of material testing, photo log, CCO log, submittal log, contact change orders, quantity documentation, and progress pay estimates. We will confirm the City Project Manager has access to the most current documents included in Cannon's record-keeping system.

2.12 Labor Compliance Administration Services

We will maintain a Labor Compliance Officer that will enforce the contract provisions and confirm that labor compliance requirements are performed and documented in the project files. The essential duties of the Labor Compliance Officer will include review of the construction inspector's daily reports, conduct spot interviews with employees on the project, confirm contractor submits certified payrolls, spot check payroll to verify compliance with the DIR, and report apparent violations of state or federal labor requirements to the construction manager.

2.13 Safety

The Contractor is the primary responsible party for maintaining compliance with safety requirements on the construction site for activity and participants. We will monitor the Contractor's general compliance with their safety program and advise the City of observed

deficiencies. The Construction Safety Orders, the Caltrans Safety Manual, and the Contractor's safety plan will guide the Cannon's field safety monitoring activity.

Deliverables

- Daily and weekly reports / correspondence
- Verified grades from construction staking.
- Coordinated field and laboratory testing services.
- Logs of submittals/RFIs
- Progress meeting minutes and agendas
- Track shop drawing reviews and RFIs from Contractor with design consultants
- Tracked materials incorporated into the project
- Bid item quantity documentation
- Contractor progress payments, per CITY format
- Tracked CCOs, extra work, supplemental work, project contingency balance
- Confirmed permit requirements are being followed
- Coordinated review and approval of Contractor's WPCP (when applicable)
- Monitored project BMP's are installed and maintained
- Labor Compliance
- Construction document files, per Local Assistance Procedure Manual - based system
- Coordination with City's Project Manager and related Departments/staff
- Construction engineering to assist with necessary field design changes.
- Monitor of project for safety on a daily/on-going basis
- Monitor of surrounding area for safety concerns to public that may be a result of project work (traffic control, impact to adjacent streets)

Task 3.0: Post-Construction Phase Services

During this phase of the project, we will facilitate final review, completion, acceptance, and close-out of the construction activities. We will work with the City Project Manager, related City Departments, project design engineer, ancillary support consultants, and pertinent project team stakeholders to confirm and closeout outstanding work items and project documentation for turnover to the City.

3.1 Final Inspection and Punch List

We will, in conjunction with the City, inspect the near-completed facilities to identify discrepancies and deficiencies in the work performed by the Contractor, in accordance with the Contract Documents. We will subsequently prepare the necessary punch list to identify such items. Upon correction and re-inspection of omissions and deficiencies, we will report to the City Project Manager on the completion of the project, schedule a final walk-through with the appropriate Citystaff, and recommend acceptance and approval of final payment to the Contractor. We will assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form.

3.2 As-Built Drawings

We will regularly review the project as-built drawings produced by the Contractor and require that the as-built drawings reflect the current project conditions. We will provide the City and the Design Engineer with a copy of the Contractor's as-built drawings and sufficient additional information to prepare certified final record as-built drawings.

3.3 Project Closeout

Upon completion of the work and after items on the punch list have been addressed, we will prepare and submit the final payment package to the Contractor, in accordance with the City's direction. We will submit final project records and reports (including laboratory and plant testing reports), manufacturer's certificates and pictures and videos of various phases of construction.

Deliverables

- Furnish As-Built documentation to the design consultant for preparation of as-built record drawings.
- Conduct final walk-through(s) with the City and Contractor.
- Prepare final construction report for the project.
- Organize and submit turnover documents of final project files to the City. Turnover documents to be submitted with hard-copies in three-ring binders and an electronic copy in PDF format.

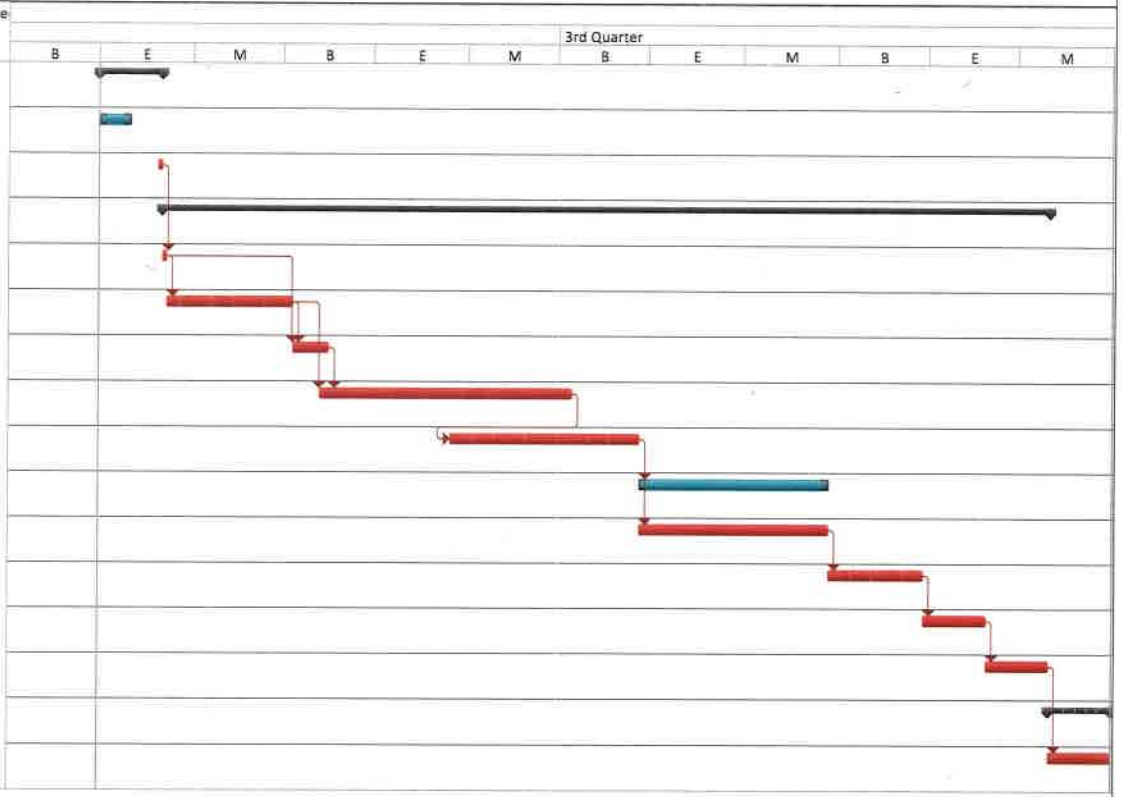
Task 4.0: Contingency Services

This task is a contingency category for additional Construction Management and Inspection services by Cannon, provided at the request of the City, and based on additional unanticipated changes or unforeseen conditions. Anticipated scope of services is similar to those defined in Tasks 1 – 3.

6 Schedule of Work

City of Carpinteria
Via Real Stormwater Project

ID	Task Mode	Task Name	Duration	Start	Finish	Prede
1		**PRE-CONSTRUCTION PHASE**	**10 days**	**Tue 3/21/23**	**Mon 4/3/23**	
2		Project setup	5 days	Tue 3/21/23	Mon 3/27/23	
3		Notice to Proceed	1 day	Mon 4/3/23	Mon 4/3/23	
4		**CONSTRUCTION PHASE**	**141 days**	**Tue 4/4/23**	**Tue 10/17/23**	
5		Pre-Construction Meeting	1 day	Tue 4/4/23	Tue 4/4/23	3
6		Submittal Reviews	20 days	Wed 4/5/23	Tue 5/2/23	5
7		Install BMP's	6 days	Wed 5/3/23	Wed 5/10/23	5,6
8		Construct RCB	40 days	Tue 5/9/23	Mon 7/3/23	7,6
9		Construct Bioswale	30 days	Wed 6/7/23	Tue 7/18/23	8
10		Concrete Work - c&g, sidewalk, curb ramps, driveways	30 days	Wed 7/19/23	Tue 8/29/23	9
11		RCP Stormdrain & MH	30 days	Wed 7/19/23	Tue 8/29/23	9
12		Bioretention Basin	15 days	Wed 8/30/23	Tue 9/19/23	11
13		Landscaping	10 days	Wed 9/20/23	Tue 10/3/23	12
14		Final Punch List & Demob	10 days	Wed 10/4/23	Tue 10/17/23	13
15		**PROJECT CLOSEOUT PHASE**	**10 days**	**Wed 10/18/2**	**Tue 10/31/23**	
16		Final Closeout Documents	10 days	Wed 10/18/2	Tue 10/31/23	14



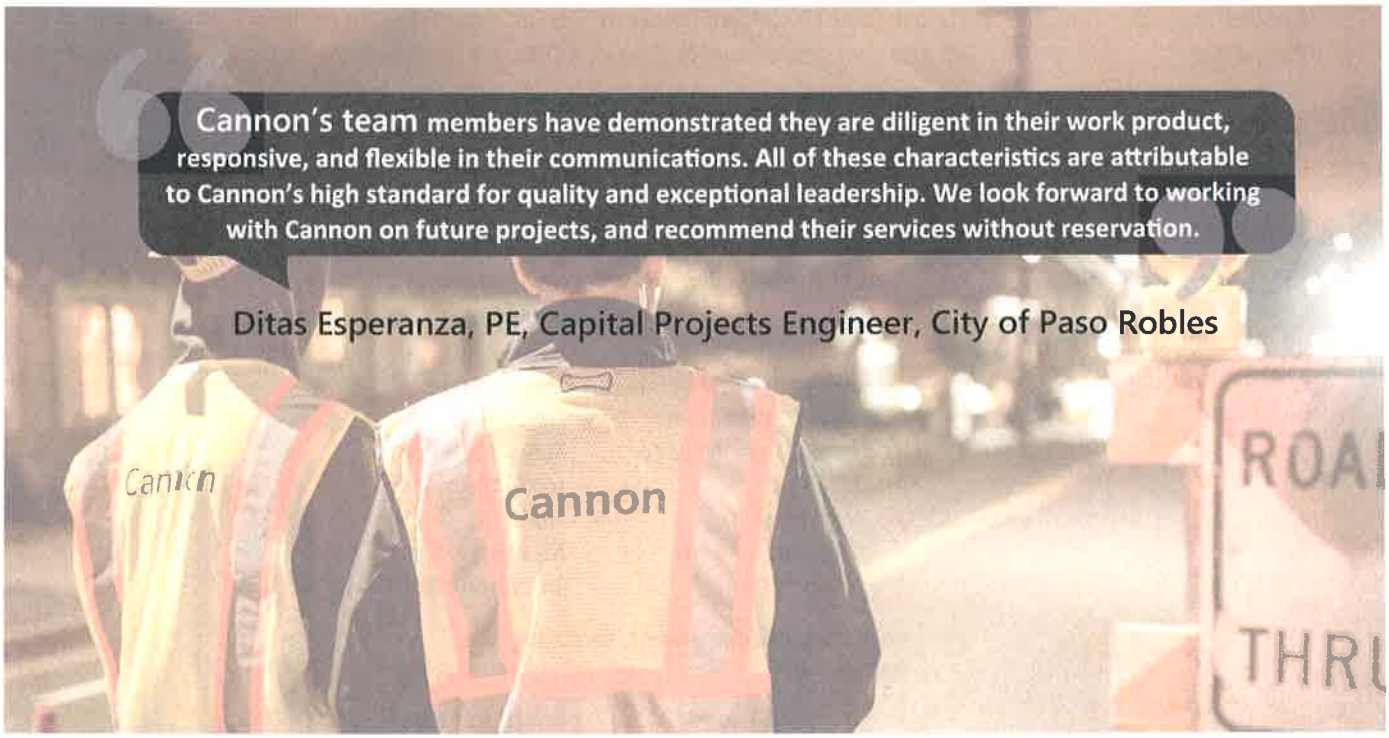
7 Estimated Hours

Staffing Plan and Labor Estimate

July 14, 2022

Phase	Role	Name	Rate	2023 Apr	May	Jun	Jul	Aug	Sep	Oct	Total Est. Hours
		No. Working Days by Month		6	22	22	20	23	20	7	
Task 1 - Pre-Construction											32
	Construction Manager	Patrick Riddell, PE	$193	4							4
	Sr. Resident Engineer	Ernie Ferrer, PE	$185	12							12
	Construction Inspector III	Nick Andrews	$136	8							8
	Office Engineer	Esther Lopez	$110	8							8
Task 2 - Construction											1,588
	Construction Manager	Patrick Riddell, PE	$185	4	4	4	4	4	4	4	28
	Sr. Resident Engineer	Ernie Ferrer, PE	$185	24	88	88	80	92	80	28	480
	SWPP Compliance Officer	Todd Bartolome, PE/QSD	$136	6	22	22	20	23	20	7	120
	Labor Compliance Officer	Christine Kahn, PE	$136	6	22	22	20	23	20	7	120
	Construction Inspector III	Nick Andrews	$136	36	132	132	120	138	120	42	720
	Office Engineer	Esther Lopez	$110	6	22	22	20	23	20	7	120
Post-Construction											38
	Construction Manager	Patrick Riddell, PE	$185							4	4
	Sr. Resident Engineer	Ernie Ferrer, PE	$185							10	10
	Assist. Res Engineer/Inspector	Nick Andrews	$136							8	8
	Office Engineer	Esther Lopez	$110							16	16
		Total Estimated Cannon Hours		110	290	290	264	303	264	133	1,654
Direct Expenses - Union Materials Testing											
	Sub Consultant Company Name, or Discipline Expert										
	Union Materials Testing	Task 2 - Construction									
		- Soils / Aggregate Testing			24	24	24	4			76
		- Concrete Testing				24	16	16	8		64
		- Asphalt Testing						16	16		32
		- Project Management			6	5	6	6	4		27
		Total Estimated Union Testing Hours		0	30	53	46	42	28	0	199
										Total Estimated Labor Hours		***1,853***

*** Assumption:
- Engineer's Cost Estimate and contract duration of 120 working days
- Design Engineer to provide technical review and approval of the contractor submittals, shop drawings, rfi's, plan clarifications



Ernie Ferrer, PE, MCE, QSD/P Resident Project Representative

Professional Registration

- Civil Engineer, California, No. C78037
- Certified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD)

Education

- Master in Civil Engineering, Norwich University, Vermont
- Bachelor of Science, Sanitary Engineering, University of Baguio, Baguio City, Philippines
- Bachelor of Science, Civil Engineering, Saint Louis University, Baguio City, Philippines

Software Skills

- Arc GIS
- Retain Pro
- Water Surface Pressure Gradient (WSPG)
- Hydraulic Engineering Center-River Analysis System (HEC-RAS)
- Microsoft Office Programs (Excel, Word, PowerPoint, SharePoint)
- Microsoft Project
- Bluebeam

Mr. Ferrer brings more than 30 years of experience in construction management and civil and sanitary engineering. He has provided design and construction services for capital projects which include water resources, wastewater, streets and transportation, facilities, stormwater, parks and recreation, coastal, and public art. He offers expertise in project management services such as permit coordination; plans and specifications development; preliminary design review development; meeting coordination and management; change orders evaluation; pre-construction planning; constructability reviews; and construction document processing and administration management. He has coordinated with local, state, and federal regulatory agencies throughout Southern California to acquire construction permits.

Ventura County Watershed Protection District, Design and Construction Division, Ventura, California: Mr. Ferrer served as a Project Engineer and provided design and construction services on water conveying facilities, such as reinforced concrete channels, natural trapezoidal channels, and other miscellaneous drainage facilities in and around the County of Ventura to contain 50-year stormwater events. He coordinated with local, State, and Federal regulatory agencies to acquire necessary permits for construction.

Capital Design and Construction Division Manager, City of Ventura Public Works Department, Ventura, California: Mr. Ferrer served as the Capital Design and Construction Engineer for the Engineering Division of Public Works for 15 years. He oversaw 19 staff members on Capital Improvement Projects (CIP) that had an approximate annual budget of $85M. He managed the City's 6-year CIP plan, which was budgeted more than $900M, and contributed to $28M worth of City infrastructure improvements through organizing, coordinating, and monitoring the completion of multiple projects, including the following:

- **Street Resurfacing, including the following:**
  - Johnson Dr., Bristol Rd. to Hwy. 101
  - Johnson Dr., Victoria Ave. to Bristol Rd.
  - Loma Vista, Mills to Main St.
  - Victoria Ave., Telegraph Rd. to Victoria Ave.
  - Telephone Rd., Kimball Rd. to Victoria Ave.
  - Ralston St., Telephone Rd. to Victoria Ave.
  - Main St., Mills Rd. to Telephone Rd.
- **Waterline Replacement, including the following:**
  - Pierpont Lanes
  - Harbor Blvd., San Pedro to Sanjon Rd.

Pat Riddell, PE, CPII QSD/P Principal-in-Charge

Professional Registration

- Registered Civil Engineer, California, No. 72034
- Certified Public Infrastructure Inspector, American Public Works Association
- Excavation Safety Training for Competent Persons (CPT), United Academy, ID: 1544359

Education

- Bachelor of Science, Environmental Engineering, California Polytechnic State University, San Luis Obispo, California]
- Caltrans Resident Engineer Academy

Professional Affiliations

- American Society of Civil Engineers
- American Public Works Association

Mr. Riddell is an experienced Resident Engineer and Construction Manager of public works projects with in-depth knowledge of the Caltrans Construction Manual, Local Assistance Procedures, and Standard Plans and Specifications, as well as project scheduling, cost-control methods, construction staging methods and strategies, and quality assurance systems.

Mr. Riddell represents clients on-site, coordinates meetings and construction activities with project stakeholders, and helps confirm safe working conditions. His responsibilities include record keeping, reviewing contract documents, managing submittals and RFI logs, managing change orders, developing punchlists, reviewing and approving progress pay estimates. He also inspects construction work to confirm compliance with design documents and regulatory agency requirements such as Caltrans standards.

Pismo Streetscape-Shell Beach Road, Pismo Beach, California: Cannon provided construction management, inspection, material testing, and administrative services for this challenging $10M+ construction project. Mr. Riddell was responsible for providing oversight of preconstruction, construction, and post-construction phases of this project. He verified improvement construction complied with the plans and specifications and represented the City at the construction site coordinating with the City, contractor, and the design team.

Design and Construction Management for 12th Street, Complete Street Improvements, Paso Robles, California: The City of Paso Robles selected Cannon to provide innovative design and construction management services to reduce future pavement maintenance costs, improve pedestrian pathways, and reduce stormwater flow on 12th Street.Mr. Riddell served as Construction Manager and Resident Engineer.

Select Project Experience Summary

Mr. Riddell has served as Principal-in-Charge, Project Manager, Engineer, QA/QC Engineer, or Construction Manager on the following projects:

- Construction Management for 21st Street Complete and Green Street Improvements, Paso Robles, California
- 2020-2021 Pavement Rehabilitation Project, Goleta, California
- 4th Street Pavement Repair, Grover Beach, California
- Construction Management, Inspection, and Materials Testing Services for Price Canyon Road Slope Repair, Pismo Beach, California
- Construction Administration and Inspection Services for North Depot and Highway 166 Improvement Project, Santa Maria, California

Nicholas Andrews, PE Construction Inspector

Professional Registration

- Registered Civil Engineer, California, No. 72180
- Registered Civil Engineer, Arizona, No. 48759
- Certified CPN Radiation Safety and Nuclear Guage Use, No. 42009
- ACI Concrete Field-Testing Technician, Grade 1, No. 0103450

Education

- Master of Science, Geotechnical Engineering, University of California at Los Angeles, Los Angeles, California
- Bachelor of Science, Civil Engineering, University of California at Los Angeles, Los Angeles, California

Mr. Andrews brings 7 years of experience in geotechnical engineering, construction inspection, and materials testing. His responsibilities have consisted of on-site inspection services for projects such as Phase 2B recycled water tanks for the Santa Clarita Valley Water Agency and residential development projects for the City of Carpinteria. Specializing in geotechnical engineering, he is proficient with earthwork / grading practices and soil/ structure interactions.

As a Construction Manager with Cannon, Mr. Andrews serves as the client's onsite representative. He provides coordination and oversight of the contractor to ensure plans and specifications are met and schedule and cost are maintained. Mr. Andrews is safety-conscious, detailed-oriented, organized, and has a proven track record of successful project management.

Carpinteria Development Inspection and Engineering Services, Carpinteria, California: The City of Carpinteria issued construction permits for private land development projects within the City and selected Cannon to provide field inspection and engineering services. Cannon provided inspection of the proposed Sanitation District project grading and improvements, including site grading, erosion control, foundation, and storm system. For the Faith Lutheran Church project, we provided site and utility inspections, including sewer, water, and stormdrain; sanitary sewer/domestic waterline; bioswale and bioretention basin; curb, gutter, and street; and compliance with Santa Barbara County Regulations. Mr. Andrews provided inspection services.

2020-2021 Pavement Rehabilitation Project, Goleta, California: This project was a major street maintenance project encompassing 12 different roadway segments. The City of Goleta selected Cannon to provide construction management and inspection services. The work included ADA compliant pedestrian ramps upgrades; placement of asphalt concrete (AC); pavement materials (ARHM overlay); AC mill and fill; full depth reclamation; replacement and compaction of subsurface material; setup and maintenance of traffic control systems; construction of concrete ADA compliant curb ramps and gutters; placement of crushed aggregate base and AC pavement; and replacement of traffic striping and markings. Mr. Andrews provided inspection services.

Construction Management and Inspection Phase 2B Recycled Water Tank, Santa Clarita Water Agency, Santa Clarita, California: Cannon provided inspection services for installation of Phase 2B of the Recycled Water Tank improvements. Cannon reviewed contractor submittals, provided SCVWA support on contractor requests for information, coordinated with the contractor for the on-going construction schedule, and provided inspection services for all onsite work as proposed in the plans and specifications, including inspection of potable and recycled water facilities. Mr. Andrews provided key inspection services for this project and was the Construction Inspector during the construction phase.

Construction Management and Inspection Vista Canyon Recycled Water Main Extension, Santa Clarita Water Agency, Santa Clarita, California: Cannon provided inspection services for installation of water main extensions as part of this project. Cannon reviewed contractor submittals, provided SCVWA support on contractor requests for information, coordinated with the contractor for the on-going construction schedule, and provided inspection services for all on-site work as proposed in the plans and specifications, including inspection of potable and recycled water facilities. Mr. Andrews provided key inspection services for this project and was the Construction Inspector during the construction phase.

Todd A. Bartolome, PE, QSP/D SWPPP Compliance Officer

Professional Registration

- Registered Civil Engineer, California, No. 86198
- Registered Civil Engineer, Idaho, No. 8015
- California QSP/D Certification – 86198

Education

- Bachelor of Science, Construction Engineering, University of Nebraska, Lincoln, Nebraska
- Traffic Control Supervisor - American Traffic Safety Services Association
- Caltrans Resident Engineer Training
- EPA - NPDES Certification

Mr. Bartolome has more than 35 years of experience as a Construction Manager, Materials Engineer, and Resident and Regional Engineer with large wastewater, bridge, roadway, and airport project experience around the country and overseas. Specific project experience includes management of major highway bridge and roadway projects for design, construction, and maintenance as both a public agency representative and private consultant.

Mr. Bartolome also managed a statewide materials lab, project design teams and development of project controls systems using various microcomputer systems, cost control systems, scheduling, estimating, inspection, materials testing, and field office engineering. He has also worked on water, floodway, and hydroelectric dam projects.

Carpinteria Avenue and Pedestrian Safety Improvements, Carpinteria, California: Cannon was selected to provide Construction Management services for the pedestrian safety improvements. Improvements included ADA upgrades to the existing sidewalks, new vehicle entrance, and a vehicle pull out for dropping-off children pedestrian accommodation for future skate park facility proposed for construction adjacent to City Hall. Mr. Bartolome served as Project Manager.

Carpinteria Development Inspection and Engineering Services, Carpinteria, California: The City of Carpinteria issued construction permits for private land development projects within the City and selected Cannon to provide field inspection and engineering services. We provided inspection for project site grading, erosion control, and foundation; sewer, water, and stormdrain; sanitary sewer/ domestic waterline; bioswale and bioretention basin; curb, gutter, and street; and County Regulation compliance. Mr. Todd Bartolome served as Project Manager and coordination of inspections and Cannon project oversight.

Modjeska Park Underground Stormwater Detention and Infiltration System, Anaheim, California: The City of Anaheim selected Cannon to engineer a solution to a multi-faceted problem the 23.5-acre Modjeska Park. Extensive flooding in the neighborhood caused by an under-sized storm drain line prompted an urgent local need for stormwater management. Mr. Bartolome provided construction engineering services as Senior Resident Engineer.

Select Project Experience Summary

Mr. Bartolome has served as Construction Manager, Engineering Manager, Resident or Regional Engineer on the following projects:

- Measure K-14 Street Repair and Rehabilitation Program, Grover Beach, California
- Construction Management Services for Guadalupe Community Center and Leroy Park Community Center Rennovation, Guadalupe, California

Christine C. Kahn, PE Assistant Resident Engineer and Funding / Labor Compliance

Professional Registration

- Civil Engineer, California, No. 41877

Education

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, California

Professional Affiliations

- American Society of Civil Engineers; Past President, SLO Branch
- American Public Works Association, Member, Central Coast Chapter,
- Alpha Chi Omega Sorority, CPSU, Lifetime Member

Ms. Kahn is an experienced project manager, project engineer, and construction inspector with 35 years of experience in the public infrastructure field. She offers expertise in constructability reviews, preliminary site planning and permitting, and funding assistance. Throughout the course of her career, she has honed her abilities as an astute problem-solver capable of designing, managing, and inspecting transportation projects with proficiency.

Ms. Kahn has assisted local agencies in obtaining funding for improvement of their transportation infrastructure and transportation services. As a Transportation Engineer for Caltrans, she was the lead engineer in the development of various complex transportation projects on the State Highway System. Ms. Kahn also managed a team of engineers to prepare technical documents that required extensive coordination with several functional units within the district, region, headquarters and outside regulatory agencies. She followed many of her projects into construction to oversee field personnel to ensure the cost effective and timely delivery of the project.

Santa Lucia Road Pavement Rehabilitation, Atascadero, California: The City required the rehabilitation of 0.85-mile-long stretch that serves as one of the main connections to Highway 101. Cannon was selected to provide construction engineering services for this project, which consisted of localized dig outs, deep lift pave backs, as well as grinding and overlay work. The project included milling of the existing pavement with deep sections removal and minor drainage improvements, including asphalt berm and culvert replacements to improve handling of storm water runoff. Ms. Kahn provided Construction Management services.

Select Project Experience Summary

Ms. Kahn has served as Assistant Resident Engineer, Construction Inspector, or Project Engineer on the following projects:

- Construction Management and Inspection Services for Guadalupe Community Center and Leroy Park Renovation, Guadalupe, California
- Construction Administration and Inspection Services for Blosser Road Right Turn Lane at W. Main Street, Santa Maria, California
- Construction Management and Inspection Services for Measure K-14 Capital Improvement Projects (CIP), Grover Beach, California
- Construction Management Services for the Train Station Expansion Project, Grover Beach, California
- Construction Inspection Services for Pinewood Reservoir and Booster Pump Station, Tanglewood, California
- Inspection, Design, and Structural services for Morro Bay Slope Repair, Morro Bay, California

Evan Folk Testing and Inspection Manager

Certifications

- Caltrans Joint Training and Certification Program
- Caltrans IA
- AASHTO
- NICET 1 - Asphalt
- ICC Soils

Mr. Folk co-founded Union Materials Testing, inc. (UMT) beginning in 2022. His duties include coordinating field staff, estimating, internal and external project engineering support. He serves as the primary point of contact for UMT and acts as Technical Director of UMT's quality systems (AASHTO and Caltrans IA). He possesses a letter of equivalency of a Certified Resident Engineer within the accreditation scope of work as deemed by AASHTO.

Mr. Folk began his career in 2002 working at BTC Laboratories, in Ventura CA. His duties included those of entry level to advanced field and laboratory tests on soil, asphalt, emulsions, aggregates, steel, and concrete. Mr. Folk has performed a number of roles including testing, public works inspection, management (project and personnel), Asphalt Production, Quality Assurance, Quality Control, Materials Design.

Mr. Folk qualified for and successfully performed duties as the Quality Program Administrator for a hangar/ taxiway project at the Camarillo Airport. Mr. Folk understands the crucial factors required to successfully perform testing and inspection services on infrastructure projects having held positions in many key areas of construction, materials testing, and inspection. Mr. Folk's become a trusted member of the Greenbook Committee and CalAPA Technical Asphalt Taskforce, where he aids in the continued improvements of asphalt specifications by participation in group discussions, sharing samples and test results with producers in an effort to better the paving industry.

Patrick Trowbridge Field Technician

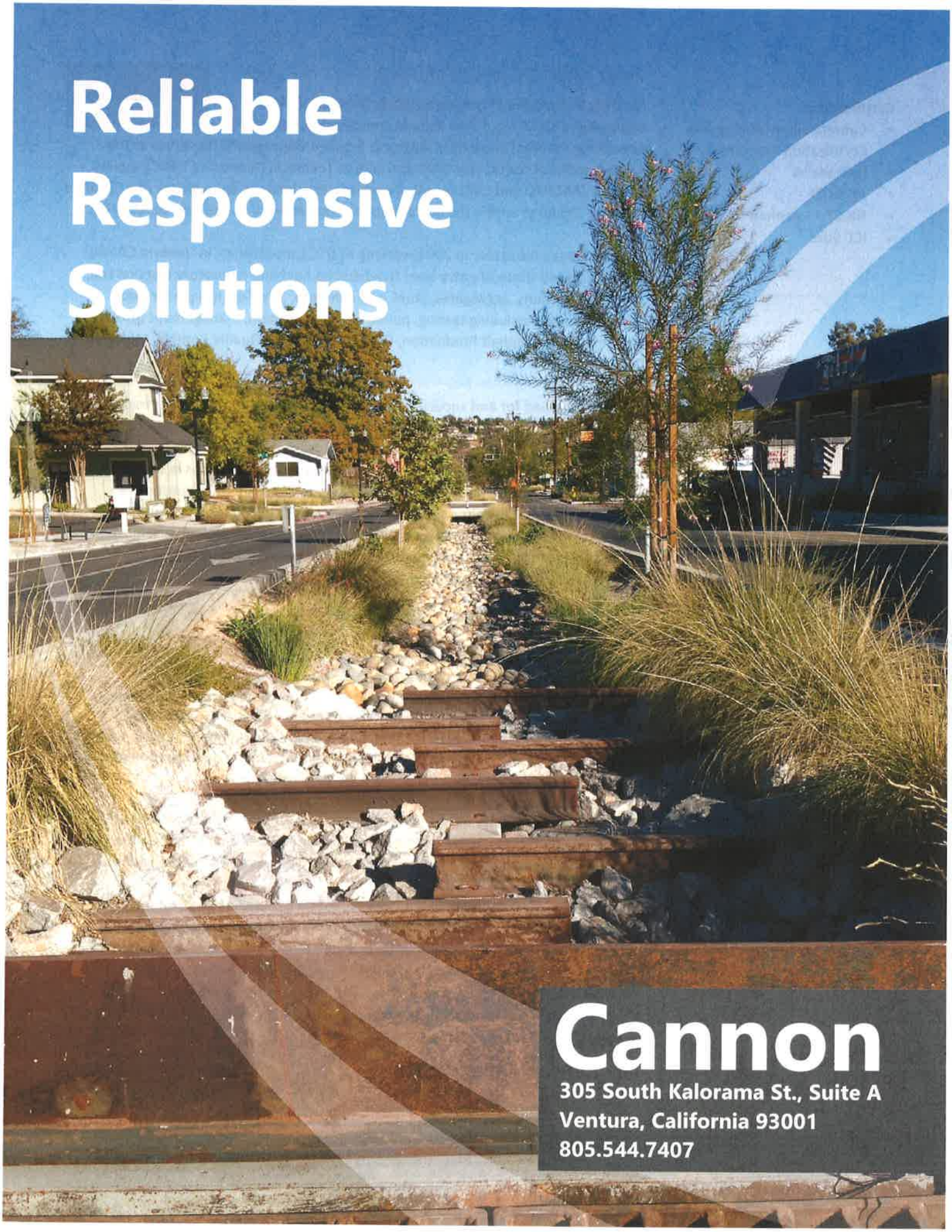
Certifications

- ICC Reinforced Concrete Deputy Inspector
- Industry Training Certificates, including ISSA and NHI
- Nuclear Gauge Operator Certificate
- Numerous Caltrans Certificates

Mr. Trowbridge is a Field Technician with an extensive history in construction and rapid growth in materials testing. He began his career working as a Superintendent for a contractor in Los Angeles where he developed a deep understanding of many aspects of materials and their properties as well as plan reading, and typical construction practices. He has worked internationally with an archeological team where he developed several skills tangibles to the construction materials testing industry.

Mr. Towbridge provides field and or company tasks under the direction of of the Field Manager. This includes testing materials in a field setting, as well as the use of a nuclear gauge and other tools common to the type of work to be performed.

Mr. Towbridge previously oversaw approximately two million yards of mass grading and seventy-five hundred linear feet of soil cement embankment placement in his role providing jobsite management tasks for a 183-acre mixed use development. Other responsibilities included scheduling, takeoffs, construction oversight, and bid Reviews. Mr. Towbridge also served as a Field Technician with Toro Enterprises, Inc. His responsibilities included testing materials in a field setting, as well as the use of a nuclear gauge and other tools.


Reliable
Responsive
Solutions
Cannon
305 South Kalorama St., Suite A
Ventura, California 93001
805.544.7407

Staffing Plan and Labor Estimate - Via Real Stormdrain Project

February 26, 2024

Phase	Role	Name	Rate	2024 Apr	May	Jun	Jul	Aug	Sep	Oct	Total Est. Hours	Estimated Cost	Original 9/2022 Est Total Est. Hours	Original 9/2022 Est Estimated Cost
		No. Working Days by Month		6	22	22	20	23	20	7				
Task 1 - Pre-Construction											32	$ 5,520	32	$ 4,960
	Construction Manager	Patrick Riddell, PE	$220	4							4	880	4	772
	Sr. Resident Engineer	Todd Bartolome, PE / Nik Boas, PE	$210	12							12	2,520	12	2220
	Construction Inspector III	Ron Tegland	$145	8							8	1,160	8	1088
	Office Engineer	Marcia Bohac	$120	8							8	960	8	880
Task 2 - Construction											1,430	$ 249,190	1,540	$ 237,692
	Construction Manager	Patrick Riddell, PE	$220	4	4	4	4	4	4	4	28	6,160	28	5180
	Sr. Resident Engineer	Todd Bartolome, PE / Nik Boas, PE	$210	24	80	80	80	80	80	20	444	93,240	480	88800
	SWPP Compliance Officer	Todd Bartolome, PE/QSD	$210	6	12	12	12	12	12	4	70	14,700	72	9792
	Labor Compliance Officer	Christine Kahn, PE	$145	8	12	12	12	12	12	4	72	10,440	120	16320
	Construction Insp III (**Office Time**)	Ron Tegland	$145	24	22	22	20	23	20	7	138	20,010		
	Constr Insp III (**PW - Inspection**)	Ron Tegland	$160	12	110	110	100	115	100	35	582	93,120	720	104400
	Office Engineer	Marcia Bohac	$120	4	16	16	16	16	16	12	96	11,520	120	13200
Post-Construction											38	$ 5,988	38	$ 5,438
	Construction Manager	Patrick Riddell, PE	$220							4	4	880	4	740
	Sr. Resident Engineer	Todd Bartolome, PE / Nik Boas, PE	$210							10	10	2,100	10	1850
	Assist. Res Engineer/Inspector	Ron Tegland	$136							8	8	1,088	8	1088
	Office Engineer	Marcia Bohac	$120							16	16	1,920	16	1760
		Total Estimated Cannon Hours		110	256	256	244	262	244	124	1,496	$ 260,698	1,610	$ 248,090
Direct Expenses - Union Materials Testing														
	Sub Consultant Company Name, or Discipline Expert											Estimated		
	~~***Union Materials Testing***~~	**Task 2 - Construction Mtls Testing - DELETED**												
		Total Estimated Union Testing Hours		0	0	0	0	0	0	0	-			
							Total Estimated Labor Hours				***1,496***	$ 260,698		

*** Assumption:
- Engineer's Cost Estimate and contract duration of 120 working days
- Design Engineer to provide technical review and approval of the contractor submittals, shop drawings, rfi's, plan clarifications

ATTACHMENT E

Agreement for Cotton Shires and Associates, Inc.

COTTON, SHIRES AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND GEOLOGISTS

May 3 2024
CARP6022

John L. Ilasin, P.E.
Public Works Director/City Engineer
City of Carpinteria
Public Works Department
5775 Carpinteria Avenue
Carpinteria, CA 93013

SUBJECT: **Proposal for Construction Quality Assurance Materials Testing Services**
RE: Via Real Stormwater Project (FEMA-4344-DR-CA, Project #PJ0206, FIPS #083-11446)

Dear Mr. Ilasin:

Cotton, Shires and Associates, Inc. (CSA) is pleased to submit his proposal for quality assurance (QA) materials testing services for the City of Carpinteria's (City) Via Real Stormwater Project. Our proposed scope of services consists of field testing and observations, laboratory testing, batch plant inspection, and reporting consistent with the requirements of the City of Carpinteria's Quality Assurance Program (QAP) and Acceptance Testing Services, Scope of Services.

Project Description

Our understanding of the City's Via Real Stormwater Project is based on review of the following documents:

- City of Carpinteria (2022), Project Plans for the City of Carpinteria Via Real Stormwater Project, August 10 (approved by City on March 27, 2023).
- City of Carpinteria (2023), Contract Documents and Specifications for the Via Real Stormwater Project, March.
- City of Carpinteria (2021), Quality Assurance Program (QAP), Public Works Department, May.
- City of Carpinteria, Acceptance Testing Services, Scope of Services (undated).

According to the referenced Contract Documents and Specifications, the project consists of: installation of storm drain improvements; removal and replacement of concrete sidewalk, curb, gutter, curb ramps, and driveway approaches; relocation of an existing water main; construction of bioswales, a biorientation basin, and landscape improvements; and other incidental and appurtenant work.

Scope of Services

CSA will provide field observation services and will subcontract with Union Materials Testing (UMT) to provide field, batch plant, and laboratory testing services in accordance with the City's QAP. Detailed summaries of UMT's proposed services are provided in the appended UMT proposal.

Estimated Staff-Hours and Fees

Based on the construction quantities we estimate that CSA's senior engineer/geologist will attend the project kick-off meeting and then CSA will make several site visits to observe the engineering grading and testing activities as part of the QA oversight. We estimate the following scope of work for CSA personnel based on the Bidding Schedule:

1. Attend pre-construction meeting and site walk;
2. One (1) half-day site visit over the duration of Items 8 to 12 – Bioswale;
3. One (1) half-day site visit over the duration of Items 17 and 18 – RCB (48"x24") and RCB Dual (36"x24");
4. Two (2) half-day site visits over the duration of Item 32 – Poplar Street: 30" RCP Storm Drain;
5. One (1) half-day site visit over the duration of Item 34 – Poplar Street: 36" RCP Storm Drain; and
6. Summary letter report of QA activities and observations.

We estimate 46 hours of CSA staff field and office time will be required to complete the scope of work outlined above. UMT's staff hours are summarized in their appended proposal. We propose to provide the services in accordance with our 2023-24 Fee Schedule using rates for our staff, senior, and principal engineers and geologists. The total estimated fee for all proposed services is $54,461; CSA's estimated portion of the total fee is $8,600, and UMT's estimated portion of the total fee is $45,861.

We will advise city staff when we reach 80 percent of the project budget, or when an individual project task duration exceeds the estimated schedule, at which time our fee estimate may need to be updated and additional fees collected.

Closure

We thank you for the opportunity to offer our quality assurance services to the City of Carpinteria. Please contact us with at (805) 370-8710 with any questions.

Respectfully submitted,

COTTON, SHIRES AND ASSOCIATES, INC.

Matthew J. Janousek
Principal Geotechnical Engineer
PE 73401, GE 3005

Attachment: Union Materials Testing Proposal dated 5-3-2024 (UMT Project No. 0166)

UMT Project No.- 0166

5/3/2024

Cotton, Shires and Associates, Inc.
699 Hampshire Rd Suite 102
Thousand Oaks CA 91361
PH: 805-370-8710

Matt Janousek, PE, GE
PE, GE

Project: Cotton Shires - Carpinteria Via Real Stormwater Project
Project Location: Carpinteria, CA

Dear Matt Janousek, PE, GE

Union Materials Testing, Inc. (UMT) is pleased to submit for your review our proposal for testing and special inspection services on the referenced projects located in Carpinteria, CA.

Pricing and Terms: Under this proposal, the requested testing and inspection services for the Project will be performed by UMT in accordance with the following services and fees:

A detailed list of services and fees are shown on the attached Exhibit A. Following are our cost estimate and scope of services. Our proposal is based on the following sources:

- Previous experience on projects similar to City of Carpinteria Project
- Available Project Specifications (Dated August 2022) and Drawings (Dated March 2023)
- SSPWC, Caltrans Standard Specs, and ACI
- Caltrans Quality Assurance Program (QAP) Manual for use by Local Agencies

Thank you for giving us the opportunity to be a part of your project team. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,

Budget Summary for - Cotton Shires - Carpinteria Via Real Stormwater Project

Task Name	Cost
SOILS / AGGREGATE LAB	$17,077.00
CONCRETE	$7,284.00
ASPHALT	$15,872.00
PROJECT MANAGEMENT	$5,628.00
Project total:	$45,861.00

**** All field inspections are per the International Union of Operating Engineers, Local Union 12; Master Inspection Field Soils & Material Teseting Agreement. All field tests have a four hour minimum charge on a portal to portal basis and Special Inspectors have a 4 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole 8 hour shift. Overtime at 1.5 times the standard rate per the testing and inspection labor agreement with will be charged after 8 hours, any time before 5:00 a.m. and after 5:00 p.m., if start time is after 9:00am (only if field technician could not be utilized on a differnt project prior to scheduled start), and on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small concrete placements etc. Typically on July 1st of each year labor rates will be adjusted per International Union of Operating Engineers Inspection Mater Labor Agreement Labor Rates. These labor rate changes directly correlate with the DIR Inspection Certified Payroll and Fringe Benefit Rates.**

Evan Folk
President

Union Materials Testing, Inc.
CC
Exhibit A - Scope of Services

EXHIBIT A
Scope of Services

SOILS / AGGREGATE LAB

A technician with a nuclear gauge will perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing Caltrans CT231 Test Method. Laboratory maximum density determination will be performed in accordance with Caltrans CT216. Sampling will be performed in accordance with the Caltrans Quality Assurance Program (QAP) Manual for use by Local Agencies. We will provide:

- Preparation of daily field reports;
- Observation and verification during site clearing and mass grading;
- Observation and testing during backfilling of utility trenches;
- Observation and testing during backfilling around retaining walls;
- Observation and testing during subgrade preparation and base rock placement in asphalt and concrete paved areas;
- Observation and testing during asphalt and concrete placement.

Observation and testing will consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the job site.

Cost Estimate for - SOILS / AGGREGATE LAB

Description	Qty	Rate	Units	Total
Soil Density Technician	76.00	$129.00	RTHR	$9,804.00
CT216 Caltrans Soil Max Density	5.00	$275.00	EA	$1,375.00
R-Value	1.00	$375.00	EA	$375.00
Sand Equivalent	2.00	$131.00	EA	$262.00
Sieve Analysis ASTM/AASHTO (+3/4")	6.00	$136.00	EA	$816.00
Wash Analysis	3.00	$44.00	EA	$132.00
Pick-up Truck	76.00	$37.00	HR	$2,812.00
Soil Density Gauge - Nuke	19.00	$79.00	Day	$1,501.00
	Total for SOILS / AGGREGATE LAB			$17,077.00

Assumptions: Soil Testing Assumptions (31 total shifts)

Curb/Gutter/Sidewalk – Assume (4) 4 hour shifts to observe and test subgrade/base prior to pouring minor concrete items. Assume 2 proctors, 2 sieves, and 2 sand equivalent tests.

Waterline – Assume 100 per shift @ 3 shifts, 4 hours per shift to observe bottom of trench, test bedding, trench zone backfill (excludes paving testing and inspection). Assume 2 proctors, 2 sieves, and 2 sand equivalent tests.

RCP (18", 21", 30" and 36") – Assume contractor placing 150' per day totaling 5 shifts, 4 hour per shift to observe bottom of trench verifying its suitable, test/observe bedding material, test soil backfill for RCP grater than 18" diameter, PMB. Excludes AC paving on this item. Assume 2 proctors, 2 sieves, and 2 sand equivalent tests.

RCB – Assume total of 2 shifts for subgrade preparation (48x24 inch and 36x245 inch dual box) of box culvers subgrade/base, 4 hours per shift. Excludes special inspection and concrete testing on this item. Assume 2 proctors, 2 sieves, and 2 sand equivalents.

Bio swale – Assume 5 for subgrade prep including concrete structures, 4 hours per shift. Excludes concrete special inspection and ACI sample fabrication, concrete testing. Assume 3 proctors, 2 sieves, and 2 sand equivalent tests.

CONCRETE

Mix Design Review

We will review the proposed concrete mixes in our laboratory for conformance with the specifications, if requested. .

Concrete Placement

During the pours, our inspector will be on-site continuously, as required by Code, to monitor the placement. Sampling will be performed in accordance with the Caltrans Quality Assurance Program (QAP) Manual for use by Local Agencies. Our inspector will check:

- Determine that no bars are displaced during pouring;
- Observe cleanliness of steel;
- Determine adequacy of placement and vibratory equipment;
- Determine proper delivery rate of concrete and monitor batch times;
- Determine the correct mix is being utilized;
- Monitor slump of each truck;
- Record temperature of air and concrete;

- Cylinders casted by technician for compression tests ;
- Observe anchor bolt/dowel installation operations to determine hole depth of the hole, embedment and cleanliness, as well as materials and workmanship. We will inspect to determine all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

Compression Testing

We will transport all samples to our laboratory for compression testing in strict accordance with the Caltrans Test Methods. Compression test reports will be distributed to the appropriate parties.

Cost Estimate for - CONCRETE

Description	Qty	Rate	Units	Total
ACI Technician	32.00	$129.00	RTHR	$4,128.00
Cylinder - Field Cures	8.00	$37.00	EA	$296.00
Sand Equivalent	2.00	$129.00	EA	$258.00
Sieve Analysis - Single	6.00	$131.00	EA	$786.00
Travel - Trip Fee to pick up cylinders	8.00	$79.00	EA	$632.00
Pick-up Truck	32.00	$37.00	HR	$1,184.00
		Total for CONCRETE		$7,284.00

Assumptions: Concrete Inspection and Testing

ACI Concrete Testing/Sample Fab totaling 8 shifts for RCB (2 shifts for 48x24 and 2 shifts for 36x24 dual box), concrete channels (3 shifts), and manhole structures (1 shifts). ACI Special inspection shifts are 4 hours shifts including travel (2 hours onsite for concrete pour). Testing slump, temp, and casting one set of 5 (4x8) cylinders per pour.

ASPHALT

Asphalt Laydown and Density Testing

- Inspection and testing will be performed under provisions of the contract and per the Caltrans Quality Assurance Program (QAP) Manual for use by Local Agencies.
- We will inspect and test base and paving, including but not limited to:
- Compaction and thickness of base according to project specification.
- Compaction of asphalt concrete tested with nuclear gauge in accordance with Caltransw CT375.
- Temperature of asphalt concrete just prior to paving;
- Check thickness of surfacing by coring when directed by Owner's Representative.

Cost Estimate for - ASPHALT

Description	Qty	Rate	Units	Total
Asphalt Field Technician	32.00	$129.00	RTHR	$4,128.00
Batch Plant Inspector	32.00	$129.00	RTHR	$4,128.00
Incineration Binder Content	4.00	$252.00	EA	$1,008.00
Incineration Correction Factor	1.00	$420.00	EA	$420.00
LTMD	4.00	$275.00	EA	$1,100.00
Sieve Analysis - Post Ignition	4.00	$150.00	EA	$600.00
Stability Value	4.00	$262.00	EA	$1,048.00
Unit Weight Rice	4.00	$189.00	EA	$756.00
Pick-up Truck	64.00	$37.00	HR	$2,368.00
Thin Lift Nuclear Gauge	4.00	$79.00	Day	$316.00
			Total for ASPHALT	$15,872.00

Assumptions: Assume 4 paving shifts for the project. 8 hours per shift. Lab testing will include LTMD, AC Content, Post Sieve, Maximum Theoretical Specific Gravity, Air Voids, and Stability testing in accordance with the Caltrans Quality Assurance Program (QAP) Manual for use by Local Agencies.

The Asphalt Inspector will start at the plant and follow the 5th load from the plant to the jobsite to reduce cost to the City and still meet the requirements of the QAP. If the City wishes to have multiple inspectors for plan and field asphalt inspection and testing, the same hourly rates will apply for the inspector and truck (on T&M).

PROJECT MANAGEMENT

A project manager will develop protocols to assist clients in completing their work while minimizing risk. Review of all field and laboratory testing data from the assigned projects. Monitor the performance and technical skills of our field and laboratory technicians.

Cost Estimate for - PROJECT MANAGEMENT

Description	Qty	Rate	Units	Total
Project Manager - Field Support	24.00	$173.00	HR	$4,152.00
Project Manager 1 - Onsite Weekly Meeting @ 1 hour per meeting	7.00	$173.00	RTHR	$1,211.00
Certified Payroll Reporting Fee (Weekly)	5.00	$53.00	EA	$265.00
			Total for PROJECT MANAGEMENT	$5,628.00

Assumptions: Project manager billed at 15% of billed field inspection and technician hours (not including meetings).

Assuming 15 weeks of work for testing and inspection. Project weekly meetings are not included in this proposal and will be billed at T&M basis.

Terms and Conditions

1. **Prosecution of Work.** It is contemplated by the parties that the Work specified in this Contract shall start on approximately and be completed by . UMT shall not be responsible for any delays in performing the Work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond UMT's control, and to the extent reasonably possible, UMT shall complete the work at the next available opportunity. At its option, UMT may decline to perform any part of the Work which, through no fault of UMT, is to be completed beyond the estimated completion date. In the event UMT elects not to perform any further Work beyond the above specified date pursuant to the terms provided herein. UMT shall be paid for all Work performed and materials provided prior to the said date and shall otherwise be fully relieved of all its duties and responsibilities under the terms of this Contract.
2. **Dispatch Hours.** UMT agrees to provide the Work identified herein. Dispatch hours are 8:00 a.m. to 5:00 p.m. Although UMT will try to accommodate all dispatch requests, we cannot guarantee that calls before 7:00 a.m. and after 5:00 p.m. will be received. If a day's Work is canceled for any reason, please notify the dispatch office by 5:00 p.m. on the day prior to the scheduled Work. Cancellations received on the day of the Work, is subject to a 2-hour show-up fee.
3. **Agreed Pricing for Services/Work Hours.** Pricing for Work done under the attached Contract is agreed to be under UMT's Fee Schedule (attached and incorporated herein as Exhibit A) for the year the Contract was effective, which is incorporated herein by reference, unless otherwise specifically shown in the Contract. All minimums, over-time, double-time, and portal to portal billing is in accordance with the current Local 12 – Operating Engineers – Inspection Master Labor Agreement. Over-time at 1.5 times on the labor portion only will be charged before 5:00 a.m. or after 9:00 a.m., starting after 5:00 p.m., and on Saturdays. Double-time at 2 times the labor portion will be charged after 12 hours, on Union Holidays, and on Sundays. Client further acknowledges that billing minimums of 4 hours for field testing and 4 hours for special inspections may apply in actual billing. Time worked over the 4-hour minimum will be rounded to 8 hours. If the inspector has to travel to the UMT Office to pick-up/drop-off equipment before and/or after a shift the inspectors hourly rate will be billed portal-to-portal from the UMT Office. If an inspector works on two or more jobsites in one shift a minimum of 8 hours will be billed. Client agrees that it shall be Client's and' or Contractor's responsibility to provide UMT with a 24-hour notice to perform the Work hereunder.
4. **Standard of Work.** Further, UMT agrees to perform the Work in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. No other warranty, expressed or implied is otherwise made with respect to the Work.
5. **Payment.** Client agrees to pay all invoices within 30 days, or incur interest charges of 10% per month, Intended Use. Work provided pursuant to this Contract is intended solely for the use and benefit of Client. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided without the express written consent of UMT. Client agrees that UMT has been engaged to provide technical professional services only, and that UMT does not owe a fiduciary responsibility to Client.
6. **Limitation of Liability.** This paragraph limits UMT's liability – **READ IT CAREFULLY.** Client understands and agrees that UMT's Work poses certain risks to both UMT and Client. Further, UMT's fees for the Work are based on and reflect Client's agreement to limit UMT's liability as described herein. Client specifically acknowledges and agrees that but for this promise to limit UMT's liability, UMT's fees should be significantly higher to accommodate UMT for such risks. Client acknowledges its right to discuss this provision with legal counsel and negotiate such with UMT. In reliance on the foregoing, Client specifically agrees that, to the fullest extent permitted by law, UMT's total liability for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever, including without limitation, attorneys' fees and costs (hereinafter "Claims") to Client and any third party arising out of or in any way related to the Contract, from any cause or causes, including but not limited to UMT's negligence, errors, omissions, breach of contract or any duty, is limited to Twenty-Five Thousand Dollars ($25,000) or the amount of UMT's fee, whichever is greater (the "Liability Limit").
7. **Indemnity.** To the fullest extent permitted by law, the Client will indemnify and hold harmless UMT together with its consultants, officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, in any way related to, or resulting from their work, materials, or scope of responsibility on the Project by Client or any of its consultants, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable,

except to the extent that such damage, loss or expense is due to the fault or negligence of UMT.

8. **Insurance.** UMT will maintain and provide proof of insurance coverage for operations under this agreement when requested by the client. UMT will name client as additionally insured and provide proof of coverage when requested. Typical insurance coverages are as follows: (1) property and public liability insurance at a minimum level of $1,000,000.00 property damage coverage with thirty-day cancellation notice and $1,000,00.00 liability coverage, or the amount specified in the prime agreement, whichever is greater, (2) worker's compensation insurance with a minimum level of $1,000,000.00 of coverage, (2) automobile insurance at a minimum level of $1,000,000.00 for each occurrence and $1,000,000.00 aggregate coverage, and (4) professional liability insurance at a minimum level of $1,000,000.00 of coverage.
9. **Samples.** Unless otherwise agreed by the parties in writing, the test specimens or samples will be disposed of immediately upon completion of testing. If the client requests samples to be held, has the right to request fee's per an agreed upon amount after the request of samples to be held is received.
10. **OSHA.** Client agrees to require Contractor to provide on-site First Aide services as required by OSHA.
11. **Final Inspection.** As a condition precedent to UMT issuing the Project final inspection report, all fees incurred by Client must be paid in full.
12. **Termination.** UMT may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of UMT or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with UMT, for any of the following reasons:
    - Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped.
    - An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
    - Because the Client has not issued a payment or certificate for payment and has not notified UMT of the reason for withholding payment or certification, or because the Client has not made payment within the time stated in the Contract Documents.
13. **Miscellaneous Provisions.**
    - **Duplicate Originals.** This Contract may be executed in duplicate originals, and facsimile signatures will be treated as originals.
    - **Complete Agreement**. With respect to the subject matter of this Contract, including the terms and conditions hereof, this Contract constitutes the entire understanding between the parties and may not be altered, modified or amended except by the mutual written agreement of the parties. Except as expressly provided in this Contract, all prior and contemporaneous agreements and understandings between the parties are superseded and rescinded.
    - **Severability**. The Contract provisions are severable, and should any provision be determined by a court of competent jurisdiction void, voidable, or unenforceable, such provision shall be eliminated or limited to the minimum extent necessary so that this Contract shall otherwise remain in full force and effect.
    - **Attorneys' Fees**. In the event that any party shall breach its obligations under this Contract, the prevailing party shall be entitled to recover all enforcement-related costs, expenses and reasonable attorney fees from the breaching party, whether such sums be expended with or without suit and regardless of the forum (including but not limited to recourse in connection with any bankruptcy case, adversary proceeding, insolvency proceeding, or arbitration proceeding).
    - **Assignment**. This Contract is not assignable, and any such assignment shall be deemed void, without the written consent of all parties hereto.
    - **Binding Effect.** This Contract shall be binding upon and shall inure to the benefit of the successors, and assigns of the respective parties hereto.
    - **Jurisdiction/Venue.** The parties hereto agree that this Contract shall be construed in accordance with the laws of the State of CA, and that exclusive jurisdiction and venue shall be found in the Ventura Superior Court, State of CA.

Our estimated fee for the above defined scope of work is $45861 (See attached breakdown). We propose that this work be performed on a time and materials basis with our fee not to exceed the above figure without prior agreement on extended services required. Each invoice will be accompanied with a detailed breakdown of all direct expenses and work performed relative to the attached budget.

Thank you for the opportunity to submit a proposal for this project, we appriciate your consideration. We will be awaiting your response to proceed and look forward to working with you. We believe we have covered all required items. Please give us a call if you have any questions.

ATTACHMENT F

Agreement for Leftwich Archeology

Leftwich ARCHAEOLOGY

Brent Leftwich, Ph.D., R.P.A.
7396 Elmhurst Place, Unit A
Goleta, CA 93117
805-964-5529
brent@leftwicharchaeology.com
www.leftwicharchaeology.com

February 20, 2024

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RE: Proposal and Estimate for Archaeological and Native American Monitoring and Report for the Via Real Stormwater Project, Carpinteria, CA

This proposal is for Archaeological and Native American Monitoring and a Monitoring Report as required by the City of Carpinteria for the Via Real Stormwater Project between Bailard Avenue and Carpinteria Creek, Carpinteria, and writing and delivering to the Client a report to satisfy the information needs of FEMA, the California Natural Resource Agency, the City of Carpinteria, and the California Environmental Quality Act (CEQA). Previous archaeological investigations have indicated that the project area lies within or nearby a prerecorded archaeological site or sites and has the potential to contain undiscovered, sensitive cultural resources. Dr. Leftwich is a County of Santa Barbara Qualified Archaeologist, with over 22 years of experience in archaeology, and 17 years along the Central Coast. He far exceeds the Secretary of Interior's Professional Qualification Standards in archaeology.

Background

The City of Carpinteria is requiring archaeological and Native American monitoring for ground disturbing activities associated with the Via Real Stormwater Project. The project will upgrade to existing facilities to mitigate potential flood hazards and improve water quality while providing some groundwater discharge. Components of this project include replacing the existing degraded open channel at the end of Poplar Street with a bioretention basin; installing a new storm drain along Poplar Street; replacing the existing, open concrete v-ditch and open earth channels with bioswales; upgrading existing storm drains and outlets along Via Real; and replacing existing sidewalks. Work will occur between Bailard Avenue and Carpinteria Creek, with an expect work duration of 60 working days, or approximately 3 months.

Scope of Work

Cultural Resource Monitoring and the Monitoring Report will be conducted and prepared in compliance with the California Environmental Quality Act (CEQA) 21083.2, sections 15064.5 and 15126.4 and City of Carpinteria standards. The monitoring project will be conducted in three Tasks:

Task 1: Pre-fieldwork Preparations

Dr. Leftwich will conduct all preparation necessary to prepare for a long-term monitoring project. This includes:

- One pre-fieldwork visit to the project area (e.g., tailgate or kickoff meeting), as well as continued communication with the client, their representatives, and the County.
- Review of existing background information, as supplied by the Client.
- Administrative activities, including contacting and contracting with a suitable Barbareño / Ventureño Chumash Native American consultant.
- Obtaining necessary equipment and supplies and preparing required paperwork.
- Forming a Health and Safety Plan for the project.
- Worker training, which can be conducted at a kickoff meeting or the first day of fieldwork. Worker training will discuss the role of the monitors, the monitor's stop work authority, respectful cultural sensitivity, basic artifact descriptions, and procedures for potentially significant discoveries. Dr. Leftwich will conduct this training.

Fixed Costs: $1700

Task 2: Archaeological and Barbareño Chumash Monitoring

Dr. Leftwich will arrange for the presence of a qualified archaeological technician to monitoring ground disturbing activities as required by the City. Expected duration of the project development requiring monitoring is 60 workdays. The archaeological monitor's duties include:

- Maintain a daily log of monitoring activities, take photographs, and complete required paperwork.
- Coordinate with the Native American monitor on site.
- Adhere to all health and safety protocols, including both the monitoring health and safety plan, and any health and safety protocols set forth by other contracted agents on site.
- Maintain stop work authority should unanticipated cultural resources or potential cultural deposits be observed.

Leftwich Archaeology will arrange for and contract with an appropriate Barbareño / Ventureño Chumash monitor to be on site during ground disturbing activities associated with the project. Native American monitors operate as independent contractors, and thus

their rates can vary. Rates are anticipated estimates. It is possible the same Native American monitor would not be available for the duration of the project.

Long-term monitoring projects typically do not have predetermined end dates. In addition, it is understood construction activities may occur in phases, meaning there may be periods of inactivity for which monitoring is not required. Therefore, monitoring costs will be charged on an hourly basis. There will be no accrued charges for Task 2 in weeks when no monitoring is required or necessary, except if substantial administrative or communications work is required during these down periods. The following rates are valid for one year from the proposal date.

Costs:

- **$93/hour** for archaeological monitoring by Dr. Leftwich and/or archaeological technician
    - Minimum of 4 hours charged per day on site, not including drive time.
    - If monitoring is requested for a specific date, cancelation with less than 24 hours will result in a 4 hour charge.
    - For stop work situations, 30 minutes of uncharged stop work is allowed per day (e.g., lunch break). Additional stop-work time, if presence on site is still required, will be charged at regular rate.
    - Monitoring over 40 hours per week will be charged at $135/hour. Work on weekends and state or federal holidays will be charged overtime.
    - Travel time will be charged per day. Travel time does not count towards overtime.
    - Travel Mileage per current federal rate (typically from Goleta).
    - An additional monitor can be supply for concurrent construction activities as necessary for the same hourly rate.
- **$85/hour (estimated)** for a qualified Barbareño / Ventureño Chumash Native American monitor (subcontractor markup included)
    - Actual rates, travel time charges, mileage, administrative costs, etc., will be determined by the Native American monitor.
    - Typically, Native American monitors charge a minimum of 4 hours per day of fieldwork.
    - One hour of paid travel time allotted per day. Travel time does not count towards overtime.
    - Monitoring over 40 hours per week will be charged at $127/hour. Work on weekends and state or federal holidays will be charged overtime.
    - An additional Native American monitor can be supply for concurrent construction activities.
- **$300/week** for administrative and supply costs (flat rate)
    - Only charged during week with monitors in the field, or if substantial administrative or communications work is necessary during non-field weeks.

Task 3: Cultural Resources Monitoring Reports

At the conclusion of the cultural resource monitoring program, Dr. Leftwich will write and deliver to the Client a Cultural Resource Monitoring Report per the CEQA and City of Carpinteria standards. This report will include project information, background information, personnel on site, construction activities, observations made during monitoring, photographs, logs, and maps. This report serves as proof of compliance to the City's mitigation measure of required cultural resource monitoring. Negative monitoring reports typically follow memorandum format.

Costs:

- **Costs: $2,000**

As this is an "as-needed" hourly time and materials contract, the overall cost of an archaeological and Native-American monitoring project is undetermined. Rates in this contract remain valid for one calendar year.

Projected Cost for a 60 Workday Project

Given the open-ended nature of monitoring projects, the following is a cost projection if the Via Real project required **60 workdays** of continuous monitoring. Assumed costs are for 40-hour work weeks for one archaeological monitor and one Native American monitor. Both monitors will receive mileage and one hour of travel time per day.

Task 1: $1,700
Task 2: Archaeological Monitor ($93hr. X 8 hours X 60 days) = $44,640
Native American Monitor ($85/hr. X 8 hours X 60 days) = $40,800
Archaeologist Mileage (est. $35/day X 60 days) = $2,100
Native American Mileage (est. $60/day X 60 days) =$3,600
Archaeologist Travel Time ($93/day X 60 days) = $5,580
Native American Travel Time ($85/day X 60 days) =$5,100
Administrative and Supply Costs ($300/wk. X 12 weeks) = $3,600
Task 3: $2,000

Total Estimated Costs for 60 Workdays: $109,120

Note: Archaeological and Native American monitoring is billed on an hourly basis. Should the project exceed 60 workdays, project costs will be higher, but billed at the stated rates. Should the project finish under 60 workdays, project costs will be lower.

Assumptions

The following assumptions are made for this project. Deviation from these assumptions may increase the time and cost of this estimate.

1) No human remains will be observed.
2) No unanticipated cultural resources will be observed.
3) Should unanticipated cultural materials be observed, Dr. Leftwich and any archaeological monitor under his supervision will maintain stop work authority to allow the finds to be evaluated.
4) Additional formal Native American consultation will not be necessary, including AB52 consultations or Native American Heritage Commission communication.
5) Leftwich Archaeology will arrange, contract, and pay the Native American monitor. Dr. Leftwich will in turn invoice the Client for the Native American monitors' charges.
6) Background research will be limited to the documents supplied by the Client or previously obtained by Leftwich Archaeology. Access to records at the Central Coast Information Center (CCIC) will not be necessary.
7) The Client will provide access to the project site, as necessary.
8) The Client will provide a detail written description of the proposed project, including a plan drawing or map showing existing and proposed structures in the project area.
9) The Client will clearly communicate project scheduling needs in with at least two weeks' notice. Last minute scheduling may not be accommodatable, and it will result in priority surcharges for that week.
10) The end of the field monitoring requirement will be determined by a unanimous agreement between Dr. Leftwich, the Chumash monitor, the construction supervisor, and the City of Carpinteria representative. No ground disturbing activities can occur within the project site without monitors present, unless agreed upon in advance by Leftwich Archaeology and applicable personnel.
11) The Client and their representatives (e.g., construction crew, security, contractors, or any other on-site personnel) will conform to OSHA Health and Safety standards.
12) The Client and their representatives (e.g., construction crew, security, contractors, or any other on-site personnel) are aware that documentation of construction activities and general conditions are part of monitoring. This documentation may include field notes, digital photography and videography, drone usage, or other means as may be required.
13) The Client or their contracted representative will arrange for temporary bathroom and hygiene facilities on site. Dr. Leftwich is not responsible for contracting, arranging, or paying for such facilities.
14) Dr. Leftwich will not be responsible for delays or cost incurred by inclement weather, difficulty in accessing the property, or other events or measures beyond his control.
15) The project area is not considered a HAZWOPER work site. Therefore, no personnel are required to have current 40-Hour HAZWOPER Certification.
16) An electronic copy of the report will be satisfactory.

It should be noted that Cultural Resource Monitoring and the production of a Cultural Resource Monitoring Report do not guarantee that no unexpected or significant existing or potential cultural resources exist in the project area. Should cultural materials be observed, Leftwich Archaeology must record the resource and may recommend additional testing at the site per the County's mitigation measure. Such an activities would be considered out of scope, and therefore they would result in new consultations and costs with the applicant.

Deliverable and Timetable

A PDF copy of each of the Cultural Resources Monitoring Reports will be sent directly to the Client and / or their representative Leftwich Archaeology will be responsible for submitting a copy of the final Cultural Resources Monitoring Reports to the Central Coast Information Center (CCIC).

Provided the terms of this proposal are agreed to and no assumptions are exceeded. Dr. Leftwich anticipates that each final Cultural Resources Monitoring Report can be delivered to the Client within three weeks of the completion of fieldwork for each condition.

Payment Terms

The Client will agree to the following payment terms:

- A retainer of $7,500 must be paid prior to the beginning of fieldwork. Dr. Leftwich will deduct from the retainer costs and expenses at the beginning of the project. The cost of the retainer will be deducted from the initial monitoring invoice.
- Monitoring will be submitted and must be paid every 30 days.
- Any remaining balance must be paid upon the delivery of the Cultural Resource Monitoring Report

Thank you,

Brent Leftwich, Ph.D., R.P.A.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Closeout of Carpinteria Skate Park Project.

STAFF RECOMMENDATION

Authorize the Mayor to sign the Closeout Agreement and Release of Claims for the Carpinteria Skate Park Project with Lash Construction, Inc.

Sample Motion: I move to authorize the Mayor to sign the Closeout Agreement and Release of Claims for the Carpinteria Skate Park Project with Lash Construction, Inc. *(This motion requires a roll call vote.)*

BACKGROUND

On March 14, 2022, the City Council awarded a construction contract to Lash Construction, Inc. in the Total Base Bid amount of $2,089,242 for the Carpinteria Skate Park Project. On March 15, 2022, the Notice of Award was issued to Lash Construction, Inc. in order to begin the process of executing the construction contract including furnishing the required performance bond, payment bond, and certificates of insurance and insurance endorsements. Staff confirmed the construction contract was fully executed and issued the Notice to Proceed to Lash Construction, Inc. for starting construction on May 9, 2022.

The purpose of this agenda item is for the City Council to authorize the Mayor to sign the Closeout Agreement and Release of Claims for the Carpinteria Skate Park Project with Lash Construction, Inc.

DISCUSSION

The general scope of work for the Carpinteria Skate Park Project consisted of a concrete skate facility including park furniture, public restroom, parking, stormwater quality treatment device, and landscaping. During the course of construction, contract change orders were directed by the Public Works Director. Table 1 below summarizes the contract change orders:

Table 1: Contract Change Orders

Contract Change Order No.	Brief Description	Cost
1	Stormwater Infiltration Chamber	$22,124
2	Modified Skate Park Design	$35,722
3	Recycled High Density Polyethylene (HDPE) Permeable Paver System	$17,626
4	Potable Water Line, Additional Potholing, and Tree Stump Removal	$37,292
5	Drainage, Pergola, and Electrical	$87,067
6	Various Extra Work	$65,323
7	Balancing Contract Change Order	$150,807
Total		$415,961

The Balancing Contract Change Order accounts for any increases and decreases in quantity of bid items for the final amount of work. The Balancing Contract Change Order also accounts for extra work and eliminated work.

Table 2 below summarizes the project revenue and expense:

Table 2: Project Revenue and Expense

Revenue	
Capital Improvement Projects Fund* (General Fund, Measure X, Private Funds, Quimby Fees, State Grant)	$2,824,613
Total	$2,824,613
Expense	
Construction Contract (Total Base Bid)	$2,089,242
Contract Change Orders	$415,961
Construction Management, Inspection, and Testing	$233,410
City Furnished Materials	$116,000
Water Meter and Backflow Prevention Device Relocation	($30,000)
Total	$2,824,613
*Amended as appropriated by City Council such as from prior fiscal years' Capital Improvements Program Budget roll-overs and an amendment to a consulting agreement for construction management and inspection services.	

Construction management and inspection were performed by consulting services.

The Public Works Director finds the work as being in conformance with the contract documents and determined the construction was completed on June 3, 2024. Therefore, staff recommends for the City Council to authorize the Mayor to sign the Closeout Agreement and Release of Claims as shown in Attachment A.

POLICY CONSISTENCY

The recommendation is consistent with the procedures of Carpinteria Municipal Code Chapter 3.32 (Purchasing System) for public works projects.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

In accordance with the contract documents, the Closeout Agreement and Release of Claims is required for capital projects to be closed out.

OPTIONS

1. Authorize the Mayor to sign the Closeout Agreement and Release of Claims for the Carpinteria Skate Park Project with Lash Construction Company. (Staff Recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Closeout Agreement and Release of Claims

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

Signature

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

Signature

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

Signature

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

Signature

ATTACHMENT A

Closeout Agreement and Release of Claims

CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS (Agreement) is made in Carpinteria, California, this 24th day of June, 2024, by and between the City of Carpinteria, (Owner), and Lash Construction, Inc. (Contractor).

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of Contractor, and for each of its successors, assigns and partners, for and in consideration of Two Million Eighty Nine Thousand Two Hundred and Forty Two Dollars and Zero Cents ($2,089,242.00), for the original Contract amount, and the sum of Four Hundred and Fifteen Thousand Nine Hundred Sixty One Dollars and Five Cents ($415,961.05) for Contract Change Order Nos. 1 through 7, receipt of which is acknowledged, does release and forever discharge Owner, and each of its successors, assigns, council members, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys', paralegal and experts' fees, costs and expenses) and other claims, which may be asserted against Owner by reason of any matter or thing which was the subject matter of or basis for:

   A. The performance of all terms and conditions of that certain agreement dated March 25, 2022, for Owner, project described as Carpinteria Skate Park Project.

   B. Contract Change Order No. 1, as approved by the parties, dated January 3, 2023; Contract Change Order No. 2, as approved by the parties, dated January 3, 2023; Contract Change Order No. 3, as approved by the parties, dated January 10, 2024; Contract Change Order No. 4, as approved by the parties, dated October 25, 2023; Contract Change Order No. 5, as approved by the parties, dated January 10, 2024; Contract Change Order No. 6, as approved by the parties, dated March 11, 2024; and Contract Change Order No. 7, as approved by the parties, dated June 10, 2024.

2. Nothing contained in this Agreement shall waive or alter the rights, privileges, and powers of Owner or the duties, liabilities and obligations of Contractor and its surety(ies) in respect to any portion of the Contract.

3. Owner has received the following claims from Contractor: None. Except as expressly provided in this section, Owner has received no other claims from Contractor.

4. Upon execution of this Agreement, Owner agrees to promptly record a Notice of Completion with the Santa Barbara County Recorder.

5. Contractor and Owner agree that the total adjusted Contract Price and time of performance after the execution of change orders, is as follows:

Original Contract Price	$2,089,242.00
Original Calendar Days	180 days
Adjusted Contract Price	$2,505,203.05
Adjusted Calendar Days	180 days

6. The current amount owing to Contractor is:

Adjusted Contract Price:		$2,505,203.05
Less:	Amount Previously Paid	$(2,379,942.90)
	Retention	$(125,260.15)
BALANCE:		$0.00

The retention will be released to Contractor at the expiration of thirty-five (35) calendar days after the date of recording a Notice of Completion with the Santa Barbara County Recorder or when all stop notices have been released, whichever last occurs. The release provided pursuant to this Agreement shall not apply to Contractor's right to the retention amount until and to the extent such amounts are received by Contractor.

7. It is understood and agreed by Contractor that the facts with respect to which the release provided pursuant to this Agreement is given may turn out to be other than or different from the facts as now known or believed to be, and Contractor expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Agreement shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts and Contractor expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the Release which if known by it must have materially affected its settlement with the debtor."

8. The release made by Contractor is not to be construed as an admission or admissions of liability and Contractor denies any such liability. Contractor agrees that it will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against Owner based on, arising out of, or in any way connected with the subject matter of this release.

9. Except as specifically provided in this Agreement, the Contractor releases Owner from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.

10. The Contractor represents and warrants to Owner that Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and Contractor agrees to indemnify and hold harmless Owner, its successors, assigns, council members, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.

11. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Agreement.

12. The persons executing this Agreement represent and warrant to the other party that the execution and performance of the terms of this Agreement have been duly authorized by all individual, corporate, partnership, or other entity requirements and that such persons have the right, power, legal capacity and authority to execute and enter into this Agreement.

13. The parties further acknowledge and represent that no promise, inducement or agreement, not expressed in this Agreement, have been made and that, with respect to the matters considered, this Agreement contains the entire agreement among the parties and that the terms of the Agreement are contractual and not a mere recital.

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
a Municipal Corporation

By_____
Mayor

APPROVED AS TO CONTENT:

_____

John L. Ilasin, City Engineer

ATTEST:

_____

Brian C. Barrett, CMC, CPMC, City Clerk

CONTRACTOR

By_____

_____

Title

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 24, 2024

ITEM FOR COUNCIL CONSIDERATION

Legislation Position Letter Opposing Assembly Bill 2557.

STAFF RECOMMENDATION

Consider and act on the draft letter of opposition concerning Assembly Bill 2557.

Sample Motion: I move to approve submittal of the letter of opposition concerning Assembly Bill 2557.

BACKGROUND

From time to time, the City Council chooses to take positions on state or federal legislation. Information from the League of California Cities (CalCities) is regularly included in Council meeting agendas, allowing Council members to request that a legislative issue be added to a future agenda or to authorize the City Manager to submit a position letter on the City's behalf.

On June 24, 2024, the City Council directed staff to schedule an opposition letter for Assembly Bill 2557 for a future Council meeting.

This agenda item is intended to provide the Council with an opportunity to consider and potentially act on the attached draft letter (Attachment A).

DISCUSSION

Assembly Bill 2557 (AB 2557)

Existing law relating to the government of counties authorizes a county board of supervisors to contract for certain types of special services on behalf of the county, any county officer or department, or any district or court in the county. Existing law requires those special services contracts to be with persons who are specially trained, experienced, expert, and competent to perform those services. This bill would require, as of July 1, 2025, each board of supervisors that solicits for and enters into a specified contract for special services to post that contract and any related documents, as specified, on its internet website. The bill would require, as of July 1, 2026, each contract, as described above, to include, among other things, the

objectives, desirables, and goals of the contract. The bill would require, before beginning a procurement process to contract for functions, duties, responsibilities, or services, as specified, the board of supervisors, or its representative, to give reasonable written notice to the exclusive employee representative of the workforce affected by the contract of its determination to begin that process. The bill would also require, at least 30 days before the modification or renewal of the above-described contract, the board of supervisors, or its representative, to notify, as specified, the exclusive employee representative of the workforce affected by the contract of the intent to modify or renew the contract. This bill contains other related provisions and other existing laws.

CalCities opposes AB 2557.

POLICY CONSISTENCY

It is within the discretion of the City Council to take positions concerning federal and state legislation.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2024-25 General Fund Budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management considerations presented.

OPTIONS

1. Take action to submit the opposition letter (staff recommendation).
2. Direct that an alternate position, i.e. support or neutral, be taken.
3. Do not take a position.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

A. AB 2557 Opposition Letter

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

Signature

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

Signature

ATTACHMENT A

CITY of CARPINTERIA, CALIFORNIA

Members of the City Council

Al Clark - *Mayor*
Natalia Alarcon - *Vice Mayor*
Roy Lee
Mónica Solórzano
Wade T. Nomura

July 8, 2024

The Honorable Liz Ortega
California State Assembly
1021 O Street, Suite 5120
Sacramento, CA 95814

Re: **AB 2557 (Ortega): Local agencies: contracts for special services and temporary help: performance reports Notice of Opposition**

Dear Assembly Member Ortega,

The City of Carpinteria writes to inform you of our opposition to your Assembly Bill 2557, a measure relating to contracting by local agencies. Like previous legislative efforts that attempted to curb local agency authority for contracting, our organization believes the proposal contained in AB 2557 is overly burdensome and inflexible, likely resulting in worse outcomes for vulnerable communities and diminished local services for our residents. To be frank, AB 2557 creates a de facto prohibition on local agency service contracts due to the onerous obligations and costs associated with its requirements, creating untenable circumstances for local agencies and disastrous consequences for the communities we serve.

Specifically, AB 2557 mandates that local agencies must notify the relevant employee organization at least 10 months before initiating a procurement process to contract for special services that are either currently or have been provided by a member of the employee organization within the past 10 years. This notification is required once the governing body determines to start the procurement process. The definition of special services varies by agency type, but cover a broad array of services provided by local agencies, from essential government administration services to medical and therapeutic services to legal and other technical services. This is an infeasible obligation, as local agencies often are unaware of a need for a procurement process 10 months prior. Such a situation could occur under any number of circumstances; a few examples: a labor dispute that results in a strike, a natural disaster, a global pandemic, emergency utility repairs, emergent and on-call situations, an unanticipated need to care for those crossing our southern border seeking asylum, and the list goes on. Local agencies have consistently demonstrated their adaptability in times of need. However, the 10-month notification requirement and the broad scope of services mandated by AB 2557 (Ortega) are arbitrary and impractical, significantly hindering these agencies' ability to effectively address local needs.

AB 2557 would then require contractors to provide quarterly performance reports with a litany of required components, including personally identifiable information for its employees and subcontractors, that is then subject to the California Public Records Act. An entire local

5775 CARPINTERIA AVENUE • CARPINTERIA, CA 93013-2603
(805) 684-5405 • FAX (805) 684-5304
www.carpinteria.ca.us

bureaucracy would have to be created at a considerable cost to comply with provisions that require these quarterly performance reports to be monitored to evaluate the quality of service. A particularly troubling provision would require the local agency to withhold payment to the contractor under any of the following circumstances that are deemed breach of contract: (1) Three or more consecutive quarterly performance reports are deemed as underperforming by a representative of the governing body or a representative of the exclusive bargaining unit; (2) The contractor fails to provide the quarterly reports required by this section or provides a report that is incomplete. Payment may only be made when a contractor submits a plan to achieve substantial compliance with the contract and this section, unless the governing body, the employee organization, or assigned representatives reject the plan as insufficient and explain the reasons for the rejection or, in the case of incomplete reports, all complete reports are provided unless the governing body, the employee organization, or assigned representatives reject the reports as incomplete.

These provisions would undoubtedly deter non-profit providers, community-based organizations, and other private service providers from engaging with local agencies, likely exacerbating existing demanding caseloads and workloads for our current staff and driving up costs. In addition, not only would private employee data be accessible to any member of the public via the California Public Records Act, but the measure disregards constitutional privacy rights by requiring the publication of personal financial information about private employees. Finally, these provisions elevate the employee organization to a decision-making entity for expenditure of local resources equal to that of the duly elected governing body that is directly accountable to voters. Authorizing an employee organization to decide to withhold payment to a contractor is not just an inconceivable policy proposal, but also raises serious constitutional questions about delegation of a public authority to a non-public entity. Even if a contractor were comfortable with sharing the personal information of its employees, what contractor would be willing to take the risk that they would not get paid for completed work as outlined in a contract?

Finally, in addition to the obligation of the contractor to provide quarterly performance reports every 90 days, AB 2557 requires a performance audit by an independent auditor (who would likely also be subject to the provisions of AB 2557) to determine whether performance standards are being met for contracts with terms exceeding two years at the contractor's cost. (It is unclear to us what is intended to be learned from this performance audit as opposed to the quarterly performance reports that are proposed for review by the governing body and the employee organization. Four quarterly performance reports would be provided, then a performance audit would be started, while four additional quarterly performance reports would be provided presumably prior to completion of the performance audit. That is a total of nine reports over a period of 24 months.) This provision fails to reflect an understanding of the practical logistics of actually achieving this reporting and review in a timely manner, not to mention the additional burden placed on contractors, which would presumably be an additional deterrent to engaging with local agencies. Because a contract renewal or extension may only occur after a review in conference with a representative of the exclusive bargaining unit, this provision also provides the opportunity to defer or delay such a renewal or extension. No matter what, the abundance of reporting obligations

outlined in AB 2557 is likely to come with considerable local costs and is unlikely to facilitate effective and efficient provision of local programs and services.

It is important to note that local agencies are already subject to the statutory provisions of the Meyers Milias-Brown Act (MMBA) and related provisions of state law. These laws already establish that local agencies cannot contract out bargaining unit work simply to save money and most contracting-out decisions are subject to meet-and-confer requirements. There are exceptions to the meet-and-confer requirement in cases of compelling necessity (like an emergency) or when there is an established past practice of contracting out particular work. AB 2557 does not incorporate either of these limitations. Our position is that these issues are better addressed at the bargaining table where local conditions can be appropriately considered.

Counties, cities, and special districts are constantly challenged by the state to do more, to be more effective and efficient, to be accountable to the public for the resources that we are responsible for managing. Efforts like AB 2557 – along with a similar measure, AB 2489 by Assembly Member Chris Ward – tie the hands of local agencies in their most basic administrative function. In doing so, the proposal sets local agencies up for failure – without reasonable tools to manage our constitutional and statutory obligations, there can be no expectation that local agencies make progress on the policy goals that the Legislature and Administration have set forth.

AB 2557 represents a sweeping change to the fundamental work of local governments, but we are unaware of a specific, current problem that this measure would resolve or prevent. We are keenly aware, though, of the very real harm that will result from this measure. AB 2557 will not improve services, reduce costs, or protect employees. As a result, we are opposed to AB 2557. Should you have any questions about our position, please reach out to us directly.

Sincerely,

Al Clark, Mayor
City of Carpinteria

Cc: David Mullinax, Channel Counties Public Affairs Manager, dmullinax@calcities.org
League of California Cities, cityletters@calcities.org

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Hearing at the request of the City of Carpinteria to:

1. Introduce and conduct first reading of Ordinance No. 785, an amendment to the City's Local Coastal Program that makes changes to Carpinteria Municipal Code, Title 14- Zoning, by amending regulations concerning Accessory Dwelling Units and Junior Accessory Dwelling Units (Project No. 23-2231-LCPA/ORD); and

2. Adopt Resolution No. 6340 certifying that Ordinance No. 785 is intended to carry out the policies of the City's certified Local Coastal Program consistent with the California Coastal Act, and direct that the proposed Local Coastal Program Amendment be transmitted to the California Coastal Commission for certification.

STAFF RECOMMENDATION

Staff recommends City Council take the following actions:

1. Approve, on first reading, Ordinance No. 785, as read by title only; and

2. Adopt Resolution No. 6340, as read by title only; and

3. Determine that Ordinance No. 785 is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15303.

Sample motion: I move to approve Ordinance No. 785, as read by title only, adopt Resolution No. 6340, as read by title only, and approve the CEQA Notice of Exemption.

BACKGROUND

On January 28, 2023, the City Council approved Ordinance No. 758, which rescinded and replaced in its entirety Chapter 14.72 of the Carpinteria Municipal Code (CMC), and minorly amended other chapters, in compliance with State laws regarding Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). A copy of CMC Chapter 14.72, which reflects the City's current ADU and JADU regulations, is included with this report as Attachment E. Since adoption of Ordinance No. 758, applications for

30 ADUs and 6 JADUs have been submitted. As of July 1, 2024, 20 of these have successfully completed all necessary reviews and obtained their respective building permits.

The State legislature continues to identify the production of ADUs and JADUs as an important tool to increase infill housing production, and continues to make further refinements to ADU and JADU law in an effort to support broader production of ADUs and JADUs statewide. Accordingly, in September 2022, the State legislature passed and the Governor signed into law Senate Bill (SB) 897 and Assembly Bill (AB) 2221, which further amended state requirements for local government regulation of ADUs and JADUs. Again, in September 2023, the State legislature passed and the Governor signed into law AB 1033, AB 976, and AB 1332, further amending State laws related to ADUs.

To maintain the City's ADU/JADU regulations' compliance with State law, the City Council unanimously passed Resolution No. 6265 on August 28, 2023, initiating amendments to CMC Chapter 14.72, part of the City's certified Local Coastal Program (LCP) and zoning code to incorporate recent changes to state ADU and JADU law. Once the 2023 State legislative session concluded, Staff began work on Ordinance No. 785. The proposed Ordinance is provided as Attachments A and B, in both a clean version and a strikeout/underline version to show changes made.

Staff presented proposed Ordinance No. 785 to the Planning Commission on March 4, 2024. The Commission voted unanimously to recommend that the Council approve and adopt the Ordinance, with a few minor amendments, as discussed below.

The purpose of this agenda item is for the City Council to introduce on first reading, Ordinance No. 785, amending CMC Chapter 14.72, and to adopt Resolution No. 6340, directing City staff to transmit the Ordinance to the California Coastal Commission (CCC) and confirming that Ordinance No. 785 is intended to carry out the City's LCP. Should the Council vote to approve the Ordinance on first reading and adopt the Resolution, staff will submit the Ordinance to the CCC for certification, and once certified, return to City Council for formal adoption upon a second reading.

DISCUSSION

Summary of Proposed Changes

The passage of SB 897 and AB 2221 in 2022, and AB 1033, AB 976, and AB 1332 in 2023 changed State ADU and JADU law in a number of ways that require the City's regulations to be updated. Due to the detailed nature of many of the changes, a summary table of these five laws and how they would be implemented by Ordinance No. 785 is provided as Attachment D. Some key changes include:

- All standards imposed on ADUs and JADUs must be objective.
- An application for an ADU or JADU may not be denied due to existing nonconformances on the property.

- If an ADU is within 0.5-mile walking distance of a major transit stop or a high-quality transit corridor, or is detached and on a lot with a multifamily, multistory dwelling, it may be up to 18 feet tall.
- If an ADU is attached to a primary dwelling, it may be up to 25 feet tall; although a jurisdiction may specify that an ADU may not exceed two stories.
- ADUs that are included in an application to create a new single family or multifamily dwelling on the same lot are not required to provide parking for the ADU.
- Front setback requirements may not prohibit the construction of at least an 800-square foot ADU on a lot, provided at least four-foot side and rear setbacks are maintained.
- ADUs are no longer required, at any point, to have an owner occupancy requirement. (JADUs still require owner occupancy.)
- Local agencies may adopt an ordinance allowing the separate conveyance of ADUs and primary dwellings.

All necessary changes to CMC Chapter 14.72 to address the requirements of SB 897, AB 2221, AB 1033, AB 976, and AB 1332 were incorporated in Ordinance No. 785, and the location of the changes in the Ordinance text is outlined in Attachment D. Staff also made minor additional edits to language throughout Chapter 14.72 to increase clarity without changing provisions of the Chapter. Notably, language in Section 14.72.090(A) was amended to clarify that a JADU shall always be allowed in addition to one Special ADU on a single-family lot.

The adoption of SB 897 added two additional regulations concerning the allowed height of ADUs, as noted above, increasing the maximum allowed height to 18 or 25 feet if certain criteria apply. Notably, if an ADU is located within ½ mile walking distance of a major transit stop, State law requires a height limit of at least 18 feet. At the March 4, 2024 meeting, the Planning Commission supported raising the citywide "baseline" ADU height limit from 16 to 18 feet, considering that a significant portion of the City is located within ½ mile walking distance of a major transit stop—the Amtrak station. This change would simplify language in Chapter 14.72.060(C) and clarify that ADUs up to 18 feet in height could be constructed City-wide. To comply with State law, Ordinance No. 785 would allow for the construction of attached ADUs up to 25 feet in height, and no more than two stories. For context, under Chapter 14.72 currently, ADUs can exceed 18 feet in height if the height of the primary residential unit is over 18 feet. In all zone districts which allow ADUs, the overall height limit for the primary residential structure is 30 feet.

The Planning Commission also recommended the following:

- Not to allow the separate conveyance of ADUs from primary dwellings at this time, although the Commission indicated it could be considered during future amendments to City ADU/JADU regulations.
- Change language in Section 14.72.060(F) such that privacy standards apply to ADUs 18 feet or taller in height (to align with the new "baseline" ADU height limit).

- Change language in Section 14.72.060 to make design review standards more objective, including the prohibition on shiny/reflective exterior materials, and a requirement for certain ADUs to match design elements of the primary dwelling.
- Edit language regarding fire sprinklers in Section 14.72.090(C) such that it matches the similar language in Section 14.72.050(E).
- Include a record correction in Section 14.72.035(A) to fix a typological error.

The staff report and meeting minutes for the March 4, 2024 Planning Commission meeting are provided as Attachments G and H, respectively.

After the March 4th meeting, staff identified that requirements related to school impact fees in Section 14.72.100(H) were at odds with current State ADU law, which prohibits all impact fees on any ADU smaller than 750 square feet (Government Code Section 66324(c)). Accordingly, Section 14.72.100(H) has been struck in Ordinance No. 785 (see Attachment B), and existing Section 14.72.100(G) specifies the impact fee exemption for ADUs under 750 square feet. In addition, the State legislature reorganized and recodified State ADU Law, without making substantive changes, in Government Code sections 66310-66342 on March 25, 2024. Ordinance No. 785 would update Chapter 14.72 to cross-reference the new Government Code sections.

California Coastal Commission Coordination

Prior to the March 4, 2024 Planning Commission meeting, staff sent a copy of the draft Ordinance No. 785 to CCC staff for an early review and input to ensure consistency with the California Coastal Act. Early review can help to streamline the LCP Amendment process, with the goal of seeking a “de minimis” waiver for final CCC certification. Coastal Commission staff have informed City staff that they did not identify any initial issues with the proposed Ordinance amendment, suggesting it would likely qualify for a “de minimis” waiver. City staff will continue to work closely with CCC staff throughout the certification process.

Comment Letter from California Housing Defense Fund

Just prior to the March 4, 2024 Planning Commission meeting, the City received a public comment letter from the California Housing Defense Fund (CalHDF) expressing concern with three provisions of proposed Ordinance No. 785. CalHDF’s concerns, followed by a summary of responses from the City Attorney’s Office as discussed at the March 4th meeting, are provided below.

1. The prohibition on conversion of commercial space to ADUs (Section 14.72.090(B)(1)) is not specifically authorized by State ADU law and is therefore unlawful.

   Staff response: State ADU law permits local jurisdictions to impose *objective* development standards on ADUs. A prohibition on the conversion of commercial space to ADUs is a clear and objective standard, and thereby complies with Sate

ADU law. The Department of Housing and Community Development (HCD) also has interpreted that Government Code Section 66323(a)(3) is limited to the residential areas of mixed-use developments and not areas used for commercial and other activities. Additionally, policies in the City's LCP protect visitor-serving commercial space, and this prohibition serves to harmonize the goals of the California Coastal Act and the City's LCP with State ADU law.

2. Some design standards in Section 14.72.060(A) are not objective, and State law mandates that all local development standards for ADUs be objective.

   Staff response: The design standards in proposed Ordinance No. 785 were carried over from the existing ordinance, which was approved in 2022 by both HCD and the California Coastal Commission. Nevertheless, the Planning Commission directed Staff to craft more objective design standards, and these changes are reflected in Section 14.72.060(A) of the proposed Ordinance (Attachments A and B).

3. The solar panel installation requirement in Section 14.72.060(G) is not specifically authorized by State ADU law and is therefore unlawful.

   Staff response: Section 14.72.060(G) reflects provisions of the California building code, which requires solar panels on new residential construction (as specified) and which ADUs must comply with. The ADU Handbook published by HCD further confirms that solar systems are required for newly constructed ADUs.[1]

ENVIRONMENTAL

Ordinance No. 785 is statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.17, which states that CEQA does not apply to adoption of an Accessory Dwelling Unit ordinance to implement the provisions of State Government Code Article 2 (commencing with Section 66310) of Chapter 13 of Division 1 of Title 7 of the Government Code. Ordinance No. 785 can also be found categorically exempt from review under CEQA pursuant to CEQA guidelines Section 15303, New Construction or Conversion of Small Structures, which includes "a second dwelling unit in a residential zone." The draft Notice of Exemption is provided as Attachment F.

Although the ADU and JADU Ordinance is exempt from CEQA, the Ordinance contains provisions that may require discretionary review for individual ADU projects, which could subject projects to CEQA analysis on a case-by-case basis. This limited application of discretionary review includes ADU and JADU applications in the Beach Neighborhood Overlay District (as noted in CMC Section 14.72.030 and 14.72.110) and/or in the Coastal Appeals Overlay District (CMC Chapter 14.48).

[1] HCD Accessory Dwelling Unit Handbook (July 2022), page 23. Available at https://www.hcd.ca.gov/sites/default/files/docs/policy-and-research/ADUHandbookUpdate.pdf

POLICY CONSISTENCY

There are a number of policies within the Land Use, Community Design, and Housing Elements of the City's General Plan/Coastal Land Use Plan that speak to housing availability, community character, and coastal resource protection that are relevant to the City's regulation of ADUs and JADUs. Some of the key policies are listed below.

LAND USE ELEMENT

Objective LU-1: *Establish the basis for orderly, well planned urban development while protecting coastal resources and providing for greater access and recreational opportunities for the public.*

Policy LU-1c: *Where policies in the Land Use Element overlap, the policy that is most protective of resources (e.g., land, water, air, etc.) shall take precedence.*

Objective LU-3: *Preserve the small beach town character of the built environment of Carpinteria, encouraging compatible revitalization and avoiding sprawl development at the city's edge.*

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

Policy LU-3b: *The Community Design Element shall guide the character of development, and represent a comprehensive statement of the community's visual objectives.*

Policy LU-3i: *Ensure the provision of adequate services and resources, including parking, public transit and recreational facilities, to serve proposed development.*

As State housing laws encroach on local jurisdictions' ability to exercise discretion in the planning process, it is key that the City enact and continue to update local ADU/JADU regulations. Ordinance No. 785 will help the City continue to guide ADU development such that it is consistent with zoning regulations and design standards while providing much-needed infill housing.

COMMUNITY DESIGN ELEMENT

Citywide Community Design Objectives

Objective CD-1: *The size, scale and form of buildings, and their placement on a parcel should be compatible with adjacent and nearby properties, and with the dominant neighborhood or district development pattern.*

Objective CD-3: *The design of the community should be consistent with the desire to protect views of the mountains and the sea (California Coastal Act of 1976 §30251).*

Community Design Subareas

Subarea 1. Downtown Beach Neighborhood

Objective CDS1-3: *Ensure that the scale and character of new development is consistent with the existing small-scale character of the residential neighborhood and that it is consistent with the neighborhood "small beach town" image. Discourage new development of large, "boxy" buildings, with ground floors primarily devoted to garages.*

Subarea 3. Santa Monica, Canalino and El Carro Neighborhoods

Objective CDS3-2: *Preserve and enhance the existing residential neighborhood and ensure that new development enhances the neighborhood character. [GP][2]*

Objective CDS3-3: *Ensure that new development is sensitive to the scale and character of the existing neighborhoods, and consistent with the city's "small beach town" image.*

Subarea 4. The Northeast

Objective CDS4-2: *To take advantage of the subarea's unique mixture of workplaces and affordable housing to develop a vital living and working center for the city. [GP]*

Objective CDS4-3: *Enhance existing residential neighborhoods and ensure that new development improves the neighborhood scale and character. [GP]*

Policy CDS4-a: *Ensure that new development is sensitive to the scale and character of the existing neighborhoods, and consistent with the city's "small beach town" image.*

Subarea 5. Concha Loma Neighborhood

[2] The notation [GP] included herein refers to provisions of the General Plan that are not part of the certified Local Coastal Program.

Objective CDS5-2: *Preserve the existing residential neighborhoods and their unique characteristics, and ensure that new development enhances the neighborhood character. [GP]*

Objective CDS5-3: *Ensure that new development is sensitive to the scale and character of the existing neighborhoods, and consistent with the city's "small beach town" image.*

Similarly to the Land Use Objectives and Policies, Ordinance No. 785 will support Community Design policies and objectives by regulating ADU and JADU development in a manner that is both consistent with all State laws to date and permitting ADU infill that matches and enhances existing neighborhood character. Ordinance No. 785 maintains design standards that enhance privacy for second story ADUs and requires matching stylistic elements between larger ADUs and their primary residences.[3]

2023-2031 HOUSING ELEMENT [4]

Program Category #1: Make Sites Available to Accommodate The RHNA

Goals:

- *Maintain an adequate supply of appropriately zoned land and take all necessary actions to support the production of at least 901 housing units in the City to accommodate the RHNA allocation for the 2023-2031 period*
- *Maintain a jobs-housing balance or ratio within the 0.75 to 1.25 range suggested by the Santa Barbara County Association of Governments.*

Policies:

- *Adequate Sites: Provide sufficient sites in the General Plan/Coastal Plan and zoning map to meet the housing needs allocated to the City by the Regional Housing Needs Allocation (RHNA) Plan.*
- *Housing Types: In the General Plan/Coastal Plan and implementing ordinances, provide for a mix of housing types consistent with the City's needs, including single-family detached and multi-family housing.*
- *Accessory Dwelling Units: Promote the development of ADUs consistent with State law and City regulations.*
- *Public Services and Facilities: Ensure that public services and facilities have the capacity to support the need for the new residential development allocated to the City by the RHNA Plan.*

[3] Special ADUs, which are under 800 square feet and more limited in configuration, have fewer design standards. See CMC Section 14.72.090

[4] The Housing Element is part of the General Plan but is not part of the City's certified Local Coastal Program. City Council readopted the 2023-2031 Housing Element on January 22, 2024. The Housing Element has not yet received certification by California State Housing and Community Development, pending the rezone of adequate acreage in the City to accommodate the City's RHNA allocation.

Programs:

2. Accessory Dwelling Units

Accessory dwelling units (ADUs) represent an important source of affordable housing in cities with high housing costs. Since ADUs can be accommodated on developed sites at no additional land cost, they represent an excellent option for addressing the needs of seniors, university students, household employees, local service workers and extended family members.

In 2023, after extensive collaboration with the California Coastal Commission, the City amended its ADU regulations in compliance with current state law [Ordinance No. 758]. The City will promote and facilitate ADU construction to facilitate an annual production of 20 units per year (160 units during this housing cycle) by implementing the following actions:

a. *Post and annually update information regarding ADU opportunities at City Hall and on the website*
b. *Continue to review ADU regulations on an annual basis to determine whether standards could be modified to increase opportunities for additional ADUs without causing adverse impacts on surrounding properties.*
c. *Provide two standardized pre-approved ADU plans (400sf and 480sf) to interested homeowners.*
d. *Offer incentives such as fast-track processing and reduced processing fees when ADUs are voluntarily deed-restricted for low- or moderate-income persons.*
e. *Monitor ADU production and affordability annually and implement additional actions or incentives if production is not meeting anticipated levels. Additional actions, if necessary, should be taken in a timely manner (e.g., within six months), and if necessary, the degree of additional actions should be in stride with the degree of the gap in production and affordability.*

Maintaining ADU/JADU regulations that align with State law, particularly in instances where State law grants new allowances such as height or reduced setbacks, is important as the City fulfills its commitments in the 2023-2031 Housing Element. Ordinance No. 785 would provide interested property owners with the most current incentives and allowances available, helping maximize housing units by spurring infill development similar in style and scale to existing neighborhoods. The City has already made progress toward Program 2 and the implementation of AB 1332 with its two preapproved ADU plan sets, available to Carpinteria residents at no cost.[5]

[5] The preapproved ADU plan sets are available for download at https://carpinteriaca.gov/city-hall/community-development/planning/accessory-dwelling-unit-program/

ANNUAL WORK PLAN

The 2023-2024 Annual Work Plan includes “Housing Element Update and Response to State Housing Legislation” as a high priority item. Amendments to the City’s ADU and JADU regulations to conform to current State law are generally reflected in the tasks identified as part of this work plan item, which calls for updating the City’s Housing Element and Zoning Code to reflect current State housing laws.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City is obligated to amend its LCP and Zoning Code to closely conform to current state ADU/JADU law while still also complying with Coastal Act resource protection policies.

The proposed amendments to the City’s ADU/JADU regulations discussed in this report would not become effective within the City of Carpinteria until the necessary steps have been completed to obtain a certified LCPA from the CCC. In the interim, the City’s existing ADU/JADU regulations remain in effect given that state ADU/JADU law does not supersede the California Coastal Act.

FINANCIAL CONSIDERATIONS

Staff time necessary to complete the ordinance development and adoption work is paid for from the City’s General Fund and Measure X Program, and has been budgeted for in the current FY2024-25 adopted Budget as part of the Community Development Department’s Advance Planning program work.

Amending the City’s ADU/JADU regulations to conform to current state law is expected to have a small net positive impact on the number of ADUs and JADUs applied for and permitted within the City, along with a corresponding small increase in revenues associated with permit and plan check fees.

OPTIONS

1. Approve Ordinance No. 785 (first reading), adopt Resolution No. 6340, and find that Ordinance No. 785 is statutorily exempt from CEQA pursuant to Public Resources Code Section 21080.17, and is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures (*Staff recommendation*).

2. Decline approval of Ordinance No. 785 (first reading) and direct staff to make specified adjustments and return to a future Council meeting with an amended Ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING

Affected property owners
Interested citizens

ATTACHMENTS

Attachment A Ordinance No. 785 (clean)

Attachment B Ordinance No. 785 (strikeout/underline)

Attachment C Resolution No. 6340

Attachment D Summary table of changes made in Ordinance No. 785

Attachment E CMC Chapter 14.72, current ADU/JADU regulations

Attachment F Draft CEQA Notice of Exemption

Attachment G Planning Commission staff report for March 4, 2024

Attachment H Planning Commission minutes of March 4, 2024

Staff Contact: Megan Musolf, Assistant Planner
Community Development Department
(805) 755-4438 / meganm@carpinteriaca.gov

Signature

Reviewed by: Nick Bobroff, Director
Community Development Department
(805) 755-4407 / nickb@carpinteriaca.gov

Signature

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

Signature

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

Signature

Attachment A

Ordinance No. 785 (clean)

ORDINANCE NO. 785

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING CHAPTER 14.72 OF TITLE 14 (ZONING) OF THE CARPINTERIA MUNICIPAL CODE IN RESPONSE TO STATE LEGISLATION REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

RECITALS

WHEREAS, the State of California (State) finds that Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) are an innovative and effective option for adding housing in California at a time when the State faces a housing crisis of availability and affordability; and

WHEREAS, the City is required to plan to meet the housing needs of the community, reflected in the City's Regional Housing Needs Allocation (RHNA), and to adopt an updated Housing Element each RHNA cycle describing how the City will accommodate those units; and

WHEREAS, there is a housing shortage in the City and the greater South Coast of Santa Barbara County, particularly for middle-, moderate-, low-, and very low-income households, with vacancy rates of less than 3%;[1] and

WHEREAS, the production of ADUs and JADUs is identified in Program 2 of the City's 2023-2031 Housing Element as an important strategy in providing affordable rental housing units in already developed areas of the City and in helping to meet the City's RHNA of 901 units during this Housing Element planning period; and

WHEREAS, on January 23, 2023, the City Council approved and adopted Ordinance No. 758, which rescinded and replaced in its entirety Chapter 14.72 - ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS of the Carpinteria Municipal Code (CMC), and minorly amended other chapters, in compliance with State ADU and JADU law as of 2021, and to harmonize the requirements of the California Coastal Act with the requirements of State ADU and JADU law; and

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[1] Source: 2022 census data that reports 148 rental housing units were vacant, which equates ~2.6% of the City's estimated housing units in the City. See also Santa Barbara South Coast Chamber of Commerce (Dashboard April 2023) at https://sbscchamber.com/wp-content/uploads/2023/05/Data-Dashboard-April-2023.pdf

WHEREAS, in September 2022, Senate Bill (SB) 897 and Assembly Bill (AB) 2221 were signed by the governor, amending State regulations for ADUs and JADUs to, among other things, be more permissive of such units and to limit local jurisdictions' ability to deny an ADU or JADU application; and

WHEREAS, on August 28, 2023, the City Council adopted Resolution No. 6265, initiating amendments to CMC Chapter 14.72 to incorporate new provisions of State ADU and JADU law that came into effect in 2023, and any additional ADU and JADU pending bills at that time that were anticipated to become law in the near future; and

WHEREAS, in September 2023, the State legislature passed AB 1033, AB 976, and AB 1332, further amending State law regulating ADUs and JADUs; and

WHEREAS, on January 22, 2024, the City Council re-adopted the City's 2023-2031 Housing Element, in which the City commits to promote and facilitate the development of ADUs as a form of affordable infill housing development, with the objective of facilitating the development of 112 ADUs during the planning period, and to review City ADU regulations throughout the planning period to ensure current incentives and allowances are available to property owners to promote ADU development; and

WHEREAS, the proposed amendment to CMC Chapter 14.72 is in the interest of the general community welfare since it will serve to implement the requirements of State law that promote the development of ADUs and JADUs that will increase the supply of housing in the City while protecting coastal resources consistent with the Coastal Act and the City's certified Local Coastal Program; and

WHEREAS, the Planning Commission held a duly noticed public hearing on March 4, 2024, as required by Government Code Section 65854, on the proposed CMC Chapter 14.72 amendment at which hearing the proposed amendment was explained and comments invited from people in attendance; and

WHEREAS, on March 4, 2024, the Planning Commission recommended on a 5-0 vote that the City Council adopt Ordinance No. 785, with minor changes, to implement changes to CMC Chapter 14.72 based on its determination of consistency with the City's Local Coastal Program, General Plan, and Housing Element**,** and that the City Council determine that Ordinance No. 785 is statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17, and categorically exempt from review under CEQA in accordance with CEQA Guidelines (Cal. Code Regs., tit. 14) Section 15303; and

WHEREAS, on July 8, 2024, the City Council held a duly noticed public hearing as required by Government Code Section 65854, at which the proposed Ordinance No. 785 was explained and comments invited from people in attendance, and, on a _____ vote, the Council approved the Ordinance and adopted Resolution No. 6340, directing City staff to transmit Ordinance No. 785 to the California Coastal Commission (CCC) for certification; and

WHEREAS, an application for a Local Coastal Program Amendment was submitted to the California Coastal Commission on _____, and was certified as being consistent with the California Coastal Act and the City's Local Coastal program on _____; and

WHEREAS, the adoption of Ordinance No. 785 reflects the Council's commitment to promote development of ADUs and JADUs in accordance with State housing laws, to increase the City's affordable and market rate housing supplies and contribute to the City's RHNA, and to protect coastal resources in accordance with the Coastal Act and the City's Local Coastal Program.

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

SECTION 1. INCORPORATION OF RECITALS

The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. AMENDMENT OF CHAPTER 14.72 OF CARPINTERIA MUNICIPAL CODE

Chapter amendments to the Carpinteria Municipal Code made by this ordinance are delineated below as underlined text.

Chapter 14.72, of Title 14 of the Carpinteria Municipal Code shall hereby be amended to read as follows:

Chapter 14.72 - ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

14.72.010 Purpose and intent.

The purpose of this chapter is to provide for processing requests for Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) within zone districts that permit residential uses, as defined in this chapter and chapters governing zone districts of Title 14. The need for these provisions is based on the following findings:

1. The adopted policy of the city is to encourage a range of housing types, designs, and costs to suit the varying needs and desires of the community in terms of income, family size, and physical ability within existing neighborhoods.
2. Opportunities for affordable housing for persons of low and moderate income are becoming increasingly scarce.

3. The shortage of low-and moderate-income housing opportunities is exacerbated by the lack of available rental units at a time when few rental units are being constructed. Thus, the existing rental stock needs to be preserved and new rental opportunities provided.
4. Accessory Dwelling Units have been a part of the city's housing stock and provide a valuable source of rental housing for persons of low and moderate income, particularly the elderly, students, and single-parent family households.
5. The establishment of clear, objective development standards, consistent with applicable state law, including, but not limited to, Government Code Sections 66310 through 66342, and the California Coastal Act, is required to reduce the time necessary to secure permits for Accessory Dwelling Unit and Junior Accessory Dwelling Unit construction and to ensure that there will be no adverse effect on the public health, safety and welfare.
6. Expand opportunities to create additional housing to suit the spectrum of individual lifestyles and space needs, allow more efficient use of existing housing stock and public infrastructure, and provide a range of housing opportunities.
7. Allow Accessory Dwelling Units and/or Junior Accessory Dwelling Units as an accessory use to a primary residential unit, consistent with California Government Code Sections 66310 through 66342 and the California Coastal Act, as applicable.
8. Promote Accessory Dwelling Units and/or Junior Accessory Dwelling Units that are compatible with the surrounding neighborhood, cultural and historic resources, and historic districts; preserve the city's coastal resources including, but not limited to, environmentally sensitive habitats, public coastal access, and visual resources; promote long-term sustainability; contribute to a desirable living environment; and avoid risks to public safety associated with loss of life, property, and social dislocations resulting from identified coastal hazards, including flooding.

14.72.020 Definitions.

Chapter 14.08 (Definitions) apply to Chapter 14.72, unless they conflict with the definitions below. Where a conflict may occur, the definitions below shall apply and have the following meaning:

A. **Accessory Dwelling Unit**. An attached or a detached residential unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residential unit. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and be located on the same parcel that the primary residential unit is or will be situated. An Accessory Dwelling Unit also includes an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, and a manufactured home, as defined in Section 18007 of the Health and Safety Code. The following categories of Accessory Dwelling Units are subject to specific development standards:

Accessory Dwelling Unit. Accessory Dwelling Units connected with an existing or proposed primary residential unit, with size, height, and setback standards as described in Section 14.72.055, (Development standards for Accessory Dwelling Units).

Special Accessory Dwelling Unit. Specific types of Accessory Dwelling Units, meeting specific criteria identified in Government Code Section 66323 that may be combined with a Junior Accessory Dwelling Unit with certain size, height, and setback standards described in Section 14.72.090, (Development standards for Special Accessory Dwelling Units). Further, Special Accessory Dwelling Units allow for more than one Accessory Dwelling Unit on a property with an existing or proposed multiple family dwelling structure. Such units are not subject to local zoning and development standards, but must meet building code and health and safety requirements.

B. **Carshare vehicle**. A motor vehicle that is operated as part of a regional fleet by a public or private car sharing company or organization which provides hourly or daily car sharing service to its members.

C. **Efficiency kitchen**. A kitchen that includes at a minimum:

    1. Appliances for cooking food and refrigeration, either built-in or countertop.
    2. A sink for food preparation greater than 12 inches by 12 inches, excluding the sink located in the bathroom.
    3. A food preparation counter.

D. **Existing floor area**. A legally permitted building constructed on the site with a final inspection or certificate of occupancy as of the date of application submittal, that conforms to current zoning standards or is legal nonconforming as to current zoning standards, in accordance with Section 14.08.270 (Floor Area, Gross) and Section 14.08.275 (Floor Area, Net).

E. **Junior Accessory Dwelling Unit**. A unit that is no more than 500 square feet in size and contained entirely within an existing or proposed single residential unit. A Junior Accessory Dwelling Unit may include separate sanitation facilities or may share sanitation facilities with the existing or proposed single residential unit and includes an efficiency kitchen.

F. **Passageway**. A pathway that is unobstructed clear to the sky and extends from a street to one entrance of the Accessory Dwelling Unit.

G. **Primary residential unit**. The existing or proposed residential unit on a lot on which an Accessory Dwelling Unit and Junior Accessory Dwelling Unit is permitted. The primary residential unit shall comprise one unit in either a dwelling, one family; dwelling, two family; dwelling, multiple; or mixed-use development (as those terms are defined in Section 14.08 (Definitions) of this title).

H. **Principal place of residence**. The residence where a property owner actually lives for the greater part of time, or the place where the property owner remains when not

called elsewhere for some special or temporary purpose and to which the property owner returns frequently and periodically, as from work or vacation.

If multiple persons own the property as tenants in common or some other form of common ownership, a person or persons representing at least 50 percent of the ownership interest in the property shall reside on the property a majority of their time as their principal place of residence. Any person or persons who qualify for the homeowner's tax exemption under the California State Board of Equalization rules, may qualify as an owner occupant.

The burden shall be on the property owner to show that the primary residential unit, Accessory Dwelling Unit, or Junior Accessory Dwelling Unit is the property owner's principal place of residence as evidenced by qualifying for the homeowner's tax exemption, voter registration, vehicle registration, or similar methods that demonstrate owner-occupancy as their principal place of residence.

14.72.030 Where permitted.

A. **Accessory Dwelling Unit**. An Accessory Dwelling Unit that conforms to the development standards of this section shall be permitted in any zone that allows residential use, located on a lot developed or proposed to be developed with one or more residential units, except as prohibited or restricted in subsection C below. An Accessory Dwelling Unit that does not conform to the development standards of this section, may nonetheless be approved in accordance with the requirements of Section 14.72.055(A)(4).

B. **Junior Accessory Dwelling Unit**. A Junior Accessory Dwelling Unit may be permitted in any zone that allows residential use, and shall be located on a lot developed with an existing or proposed single residential unit, except as prohibited or restricted in subsection C below.

C. **Prohibited or restricted locations**.

1. Based on the final sea level rise vulnerability assessment and adaption plan identification of flooding hazards in the ADU beach neighborhood overlay district and city local coastal plan objective S-4, proposed Accessory Dwelling Units in the ADU beach neighborhood overlay district, as defined in the ADU beach overlay district zoning map shown as Exhibit 1 in Ordinance No. 758, shall be subject to discretionary review, as determined necessary by the community development director, or a director-appointed designee, to address and mitigate identified coastal hazards, including flooding, and coastal resource policy issues that address coastal access, in order to avoid risks to public safety associated with loss of life, property, and social dislocations.

2. Accessory Dwelling Units shall be permitted in locations that are consistent with coastal resource protection policies of the city's coastal land use plan, including, but not limited to, environmentally sensitive habitats; coastal access; and visual, recreational, and cultural resources.

3. No Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted in a formally designated area where water or sewer service is found to be inadequate by the Carpinteria Sanitary District or Carpinteria Valley Water District, as appropriate, or in a formally designated area where traffic flow and public safety would be adverse impacted, as determined by the Carpinteria-Summerland Fire Protection District.
4. Unless prohibited or restricted by C.1 - C.3 of this subsection, applications for an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit in the California Coastal Commission's appeals jurisdiction shall be permitted in accordance with Section 14.72.110.

14.72.035 Unit configuration.

A. One Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit shall be permitted on a lot in addition to the primary residential unit, pursuant to this chapter. However, multiple Accessory Dwelling Units on multi-family lots may be permitted in accordance with all the configuration requirements, development standards, and special procedures outlined in Section 14.72.090, Development standards for Special Accessory Dwelling Units.

B. An Accessory Dwelling Unit may be permitted in the following configurations:
    1. Incorporated entirely within an existing or proposed primary residential unit.
    2. Incorporated entirely within an existing accessory building, including garages, located on the same lot as the primary residential unit.
    3. Through conversion of a garage, carport, covered parking structure, or other accessory structure.
    4. Attached to or increasing the size of an existing primary residential unit or attached accessory building located on the same lot as the primary residential unit.
    5. Detached from and located on the same lot as the existing or proposed primary residential unit. An Accessory Dwelling Unit that is attached to another detached accessory building, but not the primary residential unit, or is attached by a breezeway or porch, is considered detached.

C. Except as provided in Health and Safety Code Section 17981.12, Accessory Dwelling Units shall not be permitted within an existing nonconforming structure if the structure is nonconforming as to the coastal resource protection policies of the city’s local coastal program.

D. Existing nonconforming, unpermitted structures and building code violations that are unrelated to and unaffected by Accessory Dwelling Unit or Junior Accessory Dwelling Unit construction shall not be used as a reason to deny Accessory Dwelling Unit or Junior Accessory Dwelling Unit permit application, unless the structures and violations present a threat to public health and safety.

14.72.040 Sale, rental, and occupancy terms.

All Accessory Dwelling Units and Junior Accessory Dwelling Units shall be subject to the following sale, rental, and occupancy terms:

A. **Not to be sold separately**. An Accessory Dwelling Unit and Junior Accessory Dwelling Unit shall not be sold separately from the primary residential unit, subject to the provisions of Government Code Section 66341 and/or other provisions of state law that govern Accessory Dwelling Unit or Junior Accessory Dwelling Unit sales.

B. **Deed restriction**. Prior to issuance of a permit for Accessory Dwelling Unit or Junior Accessory Dwelling Unit, the owner shall record a deed restriction with the county recorder and file the recorded deed restriction with the city, acknowledging the applicable use limitations consistent with this Section 14.72.040 or other applicable limitations in the Title 14 of the Carpinteria Municipal Code and city administrative policies applying to the applicable base zone district that shall run with the land.

C. **Rental terms**. The Accessory Dwelling Unit or Junior Accessory Dwelling Unit may be rented as a residential unit. The Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall not be rented as a short-term rental, as defined in Section 14.08.562 or for less than 31 consecutive days, whichever is more restrictive. Rental terms shall not allow termination of the tenancy prior to the expiration of at least one 30-day period occupancy by the same tenant.

D. **Junior Accessory Dwelling Unit Owner occupancy**. Where a Junior Accessory Dwelling Unit is located on a property, the burden shall be on the property owner to show that the primary residential unit, or Junior Accessory Dwelling Unit is the property owner's principal place of residence as evidenced by qualifying for the homeowner's tax exemption, voter registration, vehicle registration, or similar methods that demonstrate owner-occupancy. A property owner shall have only one principal place of residence for the purposes of this Chapter 14.72. Notwithstanding, owner occupancy shall not be required if the property owner is another governmental agency, land trust, or housing organization.

    1. An Accessory Dwelling Unit shall not be subject to an owner occupancy requirement.

E. **Hardship waiver**. If owner occupancy is required in accordance with subsection D, Owner occupancy, the property owner may apply for a temporary waiver in the event of a hardship. For the purposes of this section, an event of a hardship includes, but is not limited to, the death or disability of the property owner, job transfer, or similar significant personal situation which prevents the property owner from occupying the owner's unit. A property owner or estate representative may apply for a temporary waiver of the owner-occupation requirement for a specific time period to allow the owner's unit to be occupied by a non-property owner until the cessation of the circumstances preventing the property owner from occupying the owner's unit on the property. The community development director shall review applications for an event of hardship waiver. Any such temporary waiver shall specify the period of time for which it is granted, provided that no such waiver may be granted for a period longer than three years.

F. **Removal of owner occupancy requirement**. With the exception of owner occupancy covenants, restrictions or conditions required to permit a Junior Accessory Dwelling Unit, the community development director will, in a form acceptable to the city attorney, release an owner occupancy requirement recorded against the property prior to January 1, 2024 upon the request of the property owner. No other covenants, restrictions or conditions required pursuant to this Title 14, and contained in the agreement recorded against the property shall be released, unless the community development director determines that the covenant, restriction or condition conflicts with California Civil Code section 714.3.

14.72.050 Required features.

Each Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall contain, at a minimum, the following features:

A. **Residential elements**. Permanent provisions for separate residential occupancy must be provided as follows within the contiguous livable floor space of the Accessory Dwelling Unit or Junior Accessory Dwelling Unit and must be independent from the primary residential unit, unless otherwise noted:

1. Provisions for cooking, including storage, countertop, sink, and electric outlets as required per Carpinteria Municipal Code, Title 15, Buildings and construction. A Junior Accessory Dwelling Unit may contain an efficiency kitchen.
2. A bathroom consisting of a toilet, sink, and bathtub or shower. A Junior Accessory Dwelling Unit may share these sanitation facilities with the existing or proposed primary residential unit.
3. A separate sleeping room, except in studio residential units, where a living room is considered a sleeping room.

B. **Minimum floor area**. The minimum floor area for a new Accessory Dwelling Unit is as follows:

1. Efficiency unit: 150 square feet.
2. Studio unit: 220 square feet.

   Such usable floor area shall be exclusive of open porches, garages, basements, cellars and unfinished attics. The minimum floor area for Accessory Dwelling Units that are created by converting existing structures is 150 square feet.

C. **Exterior access**. Exterior access to the unit that is independent from the primary residential unit must be provided.

D. **Interior Connection**. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit may provide an interior connection consisting of one fire-rated lockable door to access the primary residential unit. Junior Accessory Dwelling Units that share sanitation facilities as defined in Section 14.72.050(A)(2) with the primary residential unit are required to have an interior connection to the primary residential unit.

E. **Fire sprinklers**. Fire sprinklers are required only if they are required for the primary residential unit. Construction of an Accessory Dwelling Unit shall not trigger a requirement for fire sprinklers in the primary residential unit.

F. **Permanent foundation**. Attached and detached units shall be constructed with a city-approved permanent foundation in accordance with Chapter 15, Buildings and construction, of the Carpinteria Municipal Code.

G. **Property addresses**. Addresses identifying all residential units on the lot, with minimum three-and one-half-inch numbers plainly visible from the street or road fronting the property shall be provided.

H. **Utility fees**. An Accessory Dwelling Unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the Accessory Dwelling Unit was constructed with a new single-family dwelling.

I. **Public sewer service**. Accessory Dwelling Units and Junior Accessory Dwelling Units shall comply with the sewer service requirements of the Carpinteria Sanitary District, including, but not limited to, advanced procurement of a sewer construction permit for exterior plumbing modifications or sewer lateral installation.

J. **Public water service**. Accessory Dwelling Units shall comply with the water service requirements of the Carpinteria Valley Water District, consistent with state law, including, but not limited to, Government Code Section 66324.

K. **Direct utility connection**. No direct new or separate utility connection, or related fees, shall be required between a public sewer or water service district and an Accessory Dwelling Unit or Junior Accessory Dwelling Unit that is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure (including an expansion of not more than 150 square feet beyond the same physical dimensions as the existing structure).

L. **Passageway**. No passageway is required in conjunction with the construction of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit.

M. **Enforcement of building standards**. Accessory Dwelling Units and Junior Accessory Dwelling Units shall adhere to the following regulations:

    1. In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code, a local agency, upon request of an owner of an Accessory Dwelling Unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code providing the Accessory Dwelling Unit was built prior to January 1, 2020.

    2. The construction of an Accessory Dwelling Unit shall not constitute a Group R occupancy change under the California Building Code, except pursuant to the findings in Government Code Section 66314(d)(8).

3. The city shall not deny an Accessory Dwelling Unit permit for an unpermitted unit that was constructed before January 1, 2018 because the unpermitted unit is in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code, or is not in compliance with Chapter 14.72, unless the city makes the finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure. This paragraph shall not apply to buildings deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.

14.72.055 Development standards for Accessory Dwelling Units and Junior Accessory Dwelling Units.

A. **Development standards generally**. The development standards listed in this section apply to Accessory Dwelling Units and Junior Accessory Dwelling Units, except for Special Accessory Dwelling Units permitted in accordance with all the configuration requirements, development standards, and special procedures outlined in Section 14.72.090, Standards for Special Accessory Dwelling Units.

1. The reductions and exceptions to the development standards normally applicable to residential development allowed in this section are for the express purpose of promoting the development and maintenance of an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit on the lot. If for any reason the Accessory Dwelling Unit is not maintained on the lot in conformance with this section, the lot shall be brought into compliance with all of the requirements for the residential development, or with the legal nonconforming condition of the lot prior to the development of the Accessory Dwelling Unit, including, but not limited to, the requirements for open yard, setbacks, and covered parking.
2. Except as otherwise specified in this section, projects developed in accordance with this chapter shall otherwise comply with objective development standards applicable to an attached or detached accessory building or structure for the housing type and base zone in which the lot is located.
3. One primary residential unit shall be designated on a lot on which an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit is permitted.
4. Notwithstanding this section or other local development standards for the base zone district that are not expressly prohibited by state law or reduced due to provisions in Section 14.72.030, any other minimum or maximum size for an Accessory Dwelling Unit based upon a percentage of the proposed floor area or existing floor area, or limits on building coverage, floor area ratio, open space, front setbacks, or minimum lot size, for either attached or detached dwellings shall permit at a minimum: an 800 square foot Accessory Dwelling Unit that conforms to the height requirements in Section 14.72.060(C), with four-foot side and rear yard setbacks, constructed in compliance with all other local development standards.

B. **Maximum floor area**. The maximum floor area(s) for a standard Accessory Dwelling Unit and Junior Accessory Dwelling Unit are as follows:

1. Attached Accessory Dwelling Unit. An Accessory Dwelling Unit that is attached to, and increasing the size of, the primary residential unit shall not exceed 50 percent of the existing floor area of the existing primary residential unit, and shall not exceed a maximum floor area of 850 square feet.
2. Converted Accessory Dwelling Unit. An Accessory Dwelling Unit that is incorporated entirely within an existing primary residential unit, or within an existing accessory building, is not limited in size, except by the minimum floor area requirements in Section 14.72.050(B).
3. Detached Accessory Dwelling Unit, new construction. An Accessory Dwelling Unit that is detached from the primary residential unit and may or may not be attached to another detached accessory building, including detached garages, shall not exceed the following maximum floor area based on number of bedrooms:
    i. One-bedroom or studio units: 850 square feet.
    ii. Two or more-bedroom units: 1,000 square feet.
4. Junior Accessory Dwelling Unit. The maximum floor area of a Junior Accessory Dwelling Unit shall not exceed 500 square feet.

C. **Relationship to other floor area limitations**. The floor area of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit is included in any other floor area limitation in this Title that is applicable to an attached or detached accessory building for the housing type and in the base zone in which the lot is located.

1. Exception. The floor area of a detached Accessory Dwelling Unit shall be excluded from the aggregate maximum lot coverage allowed for other detached accessory buildings, such as work or storage sheds.

D. **Building separation**. The minimum separation between the primary residential unit and a detached Accessory Dwelling Unit shall be five feet.

E. **Front, side, and rear setbacks**. The following setbacks shall apply to Accessory Dwelling Units approved pursuant to this section:

1. New construction. Newly constructed Accessory Dwelling Units shall comply with the following setback standards:
    a. Front setback: Meet the minimum front setback for residential structures of the base zone district.
    b. Side and rear setback: Four feet in all zones except 4-R-1, which must maintain a minimum three feet of distance in the side yards.
2. Converted. No setback is required to convert the existing floor area of a principal or accessory building to an Accessory Dwelling Unit.
3. Demolished or substantially redeveloped. No setback is required when an existing principal or accessory building is demolished or substantially

redeveloped and converted to an Accessory Dwelling Unit, provided that the new building is reconstructed in the same location and with the same dimensions and floor area as the existing building.

a. Exception for small conforming additions. One small 150-square-foot conforming first floor addition may be permitted on a substantially redeveloped and converted accessory building that is nonconforming as to the front, side, or rear setbacks for accommodation of unit ingress and egress.

4. New construction combined with replacement of a nonconforming accessory structure. The construction of an Accessory Dwelling Unit may be combined with the demolition and replacement of a detached accessory structure that is nonconforming as to the front, side, or rear setbacks if all of the following requirements are met:

   a. The new accessory structure is reconstructed in the same location and with the same dimensions as the existing accessory structure; or

   b. The Accessory Dwelling Unit and any additions to the accessory structure shall conform with setbacks of this section; and

   c. The new accessory structure shall comply with all applicable height and all other development standards of this section.

14.72.060 Design review.

All Accessory Dwelling Units or Junior Accessory Dwelling Units shall be subject to the following architectural design criteria as applicable to either new construction or exterior alterations, which shall be reviewed ministerially by the community development director or the director's designee. Design standards in the base zone district shall apply where they do not conflict with this section or state law. For purposes of this section, portions of a building or site considered to be the Accessory Dwelling Unit shall include all of the contiguous interior livable floor area of the Accessory Dwelling Unit and any exterior alterations directly attached to, and integral to, the livable floor area of the Accessory Dwelling Unit.

A. **Prohibition of shiny roofing and siding**. New roofing materials with a light reflectance value of 40 or above, and siding materials with a light reflectance value of 60 or above are prohibited.

B. **Grading**. No more than 30 cubic yards of grading on slopes of less than 15 percent.

C. **Height**. An Accessory Dwelling Unit shall not exceed the following, whichever is greater:

   1. Height of the primary residential unit;

   2. Number of stories of the primary residential unit; or

   3. 25 feet for Accessory Dwelling Units attached to the primary dwelling; or

   4. 18 feet.

5. Notwithstanding Sections 14.72.060(C)(1)-(4) above, for Accessory Dwelling Units constructed as a second story or over a garage, the resulting building shall not exceed two stories and the maximum height allowed in the zone.

D. ***Design***. New detached or attached Accessory Dwelling Units shall utilize the design of the primary residential unit exterior finishes and roof form if the Accessory Dwelling Unit meets any of the following:

1. Attached to, or if any portion of the Accessory Dwelling Unit is located within 20 feet of, the primary residential unit;
2. Two stories tall, or 12 feet or taller in building height;
3. Located in the front yard or visible from a public street or public place.
4. Located on a site on which there is a historical resource as follows:
    a. Listed on the National Register of Historic Places or the California Register of Historic Resources; or
    b. Designated as a city of Carpinteria Landmark or Structure of Merit.

E. **Front yard location**. The construction of a new detached Accessory Dwelling Unit located in the front yard shall be subject to all of the following: The new Accessory Dwelling Unit must be located a minimum of 20 feet back from all front lot lines, or meet the minimum front setback for the zone in which the lot is located, whichever is greater, providing setbacks do not preclude construction of a Special Accessory Dwelling Unit.

1. Accessory Dwelling Units located in the front yard shall be screened from the street by location or landscape, as viewed from the street.

F. **Privacy standards**. The construction of an Accessory Dwelling Unit where any portion of the proposed construction is either: two or more stories tall or 18 feet or taller in building height, shall comply with the following:

1. Upper story unenclosed landings, decks, and balconies greater than 20 square feet, shall face the primary residential unit or the public right-of-way.
2. Upper story unenclosed landings, decks and balconies, that do not overlook the adjoining property due to orientation or topography, may be located at the minimum interior setback line if an architectural screening element such as enclosing walls, trellises, awnings or perimeter planters with an eight-foot minimum height is incorporated into the unenclosed landing, deck or balcony.
3. Upper story windows that face or overlook the adjoining property, located within 15 feet of the interior lot lines, shall be installed with a minimum of 72 inches above finish floor.

G. **Rooftop Solar**. Newly constructed detached Accessory Dwelling Units are subject to the energy code requirement to provide solar panels. The panels may be installed on the Accessory Dwelling Unit or the primary residential unit. Accessory Dwelling Units that are constructed within existing space, or as an addition to existing homes,

including detached additions where an existing detached building is converted from non-residential to residential space, are not subject to this requirement.

14.72.070 Protection for historic resources.

No Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted if the proposal would cause a substantial adverse change in the significance of a historical resource that is listed or eligible for listing on the National Register of Historic Places, the California Register of Historical Resources, located in the downtown and Old Town District, or designated as a city of Carpinteria Landmark or Structure of Merit. The community development director shall make this determination by requiring additional information that the director determines is necessary, including, but not limited to, a historic resources report, to ensure that the proposal is consistent with city cultural and historic resource policies and as appropriate, the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings.

14.72.080 Parking standards.

Consistent with the requirements of the city's coastal land use plan policies, sufficient off-street parking must be provided for any new development and substantial redevelopment so as to avoid significant adverse impacts to public access to the shoreline and coastal recreation areas. Vehicle parking, therefore, must be provided consistent with this section for lots developed with Accessory Dwelling Units or Junior Accessory Dwelling Units, as follows:

A. **ADU Beach neighborhood overlay district**. All required parking in the ADU beach neighborhood overlay district shall be located based on:

   1. The city's local coastal plan objective OSC-14 and policy OSC-14a, the city's final sea level rise vulnerability assessment and adaption plan identification of increasing coastal flood hazards in the ADU beach neighborhood overlay district and given existing identified impeded traffic flow during flood events at neighborhood and Carpinteria State Beach parking lots.
   2. The need to preserve coastal public access in this area, where specific vacation rental provisions are implemented under the local coastal program and high demand exists for coastal visitor-serving recreational opportunities, including coastal access parking.

B. **Primary residential units**. Vehicle parking for the primary residential unit shall be provided in compliance with Chapter 14.54, except as provided below.

   1. Special procedures for conversion or demolition of existing covered parking to an Accessory Dwelling Unit. When an existing garage, carport, or other covered parking structure is converted to an Accessory Dwelling Unit or Junior Accessory Dwelling Unit or demolished in conjunction with the construction of the unit, the required covered parking spaces that are displaced by the conversion or demolition shall not be required to be replaced.

2. Nonconforming conditions. If a Special Accessory Dwelling Unit is developed in accordance with all the requirements of this chapter, nonconforming parking shall not be required to conform to current parking standards for new floor area associated with the unit(s).

C. **Junior Accessory Dwelling Units**. No vehicle parking is required for Junior Accessory Dwelling Units.

D. **No parking required for certain dwelling units**. The following types of Accessory Dwelling Units are not required to provide parking if it meets all of the following criteria:

1. The Accessory Dwelling Unit is located outside of the ADU beach neighborhood overlay district based on the final sea level rise vulnerability assessment and adaption plan science-based identification of coastal hazards in the ADU beach neighborhood overlay district, that presently occur along the seaward side of Sandyland Road, and with increasing hazards that are projected to occur in the district due to estimated sea level rise of one to five feet, between the present and through 2100.

2. The Accessory Dwelling Unit meets at least one of the following measures that will sufficiently reduce the demand for off-street parking:

   a. The Accessory Dwelling Unit is located within a walking distance of one-half mile of an operational public transit stop, which shall include various means of transportation that charge set fees, run on fixed routes, and are available to the public; or

   b. The Accessory Dwelling Unit is located within the downtown old town district as identified in the general plan; or

   c. The Accessory Dwelling Unit is contained entirely within the permitted floor area of the existing primary residential unit or an existing accessory building; or

   d. When on-street parking permits are required but not offered to the occupants of the Accessory Dwelling Unit; or

   e. When there is a carshare vehicle located within 500 feet of the Accessory Dwelling Unit; or

   f. When a permit application for an Accessory Dwelling Unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the Accessory Dwelling Unit or the lot satisfies any other criteria listed in above subparagraphs 2.a through 2.e, inclusive.

3. All other Accessory Dwelling Units shall provide parking as below:

   a. A minimum of one uncovered vehicle parking space per unit or bedroom, whichever is less. Guest parking shall not be required for Accessory Dwelling Units in any circumstance.

   b. The space may be provided as tandem parking on a driveway.

c. Uncovered parking spaces may be located four feet from any interior lot line, provided a minimum of three feet in width of planting area is provided for the length of the paved parking area along the interior lot line.

14.72.090 Development standards for Special Accessory Dwelling Units.

Special Accessory Dwelling Units, as defined in Section 14.72.020(a), shall be allowed, consistent with state law, in accordance with either subsection A or B, below, and shall conform to the development standards of subsection C, below. Design standards of the base zone district shall apply where they do not conflict with this section or state law.

A. **Configuration—Dwelling, single family lots**. A lot developed with only one existing or proposed single residential unit, may permit up to one Junior Accessory Dwelling Unit contained entirely within to fully enclosed existing or proposed primary residential unit, and one of the following types of Special Accessory Dwelling Units:

   1. Converted portion of main building. One Accessory Dwelling Unit contained entirely within the fully enclosed existing floor area of the existing or proposed primary residential unit; or

   2. Converted accessory building. One Accessory Dwelling Unit contained entirely within the fully enclosed existing floor area of a garage or other accessory building on the same lot as the primary residential unit, plus a conforming addition of no more than 150 square feet, if the addition is limited to accommodating ingress and egress; or

   3. One unit—New construction. One newly constructed Accessory Dwelling Unit, detached from any other main or accessory building.

B. **Configuration—Dwelling, multiple family lots**. A lot developed with two or more residential units may permit one of the following types of Special Accessory Dwelling Units:

   1. Converted non-livable space. At least one Accessory Dwelling Unit, and up to 25 percent of the existing number of multifamily units on a lot, shall be allowed as Special Accessory Dwelling Units on the lot, if contained entirely within portions of fully enclosed existing floor area of a residential structure that is not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. In mixed-use buildings, commercial floor area shall not be converted to a Special Accessory Dwelling Unit.

   2. Two units—New construction. No more than one newly constructed Special Accessory Dwelling Unit, detached from any other main or accessory building, shall be allowed for lots with four or fewer units. For lots with greater than four units, no more than two newly constructed Special Accessory Dwelling Units, detached from any other main or accessory building shall be allowed.

C. **Development standards generally**. The development standards listed in this section apply to specific types of Special Accessory Dwelling Units with certain size, height, and setback standards that, if followed, allow for a permit issued by the director of the community development department. Further, no lot coverage, floor

area ratio, open space, front setbacks, or minimum lot size shall preclude the construction of a Special Accessory Dwelling Unit.

1. Maximum unit size. The maximum unit size of a Special Accessory Dwelling Unit shall be 800 square feet.
2. Minimum unit size. The minimum unit size of a Special Accessory Dwelling Unit shall be as specified in Section 14.72.050(B)
3. Height. The maximum height of a Special Accessory Dwelling Unit shall be as specified in Section 14.72.060(C).
4. Setbacks. Rear yard and side yard setbacks shall be a minimum of four feet.
5. Parking. Except for Accessory Dwelling Units or Junior Accessory Dwelling Units located in the ADU beach neighborhood overlay district, which are subject to Section 14.72.080, Parking standards, no replacement or additional parking shall be required.
6. Nonconformity. Correction of any existing or created nonconformity shall not be required, except that Special Accessory Dwelling Units shall not be allowed in buildings or structures that are nonconforming as to coastal resource protection policies or development standards of the local coastal program. Existing multifamily dwellings that are nonconforming as to height, rear setbacks, and side setbacks shall not be used as a reason to deny an Accessory Dwelling Unit permit application.
7. Rental term. No unit shall be rented for 30 days or less.
8. Fire sprinklers. Fire sprinklers are required only if they are required for the primary residential unit. Construction of a Special Accessory Dwelling Unit shall not trigger a requirement for fire sprinklers in the primary residential unit.
9. Density. Units shall not be calculated as part of general plan/coastal land use plan density calculations.

D. **Development standards for conversion of existing or proposed primary single-family residence or accessory structure into a Special Accessory Dwelling Unit**. Except for Accessory Dwelling Units located in the ADU beach neighborhood overlay district, which is subject to Section 14.72.080, Parking standards, no size limitation, height, setback, lot coverage, design review, landscape, or other development standard shall be required. The proposed unit shall be required to obtain an administrative coastal development permit and building permit.

E. Any reductions and exceptions in this section are for the express purpose of promoting the development and maintenance of a Special Accessory Dwelling Unit or Junior Accessory Dwelling Unit on the lot. If for any reason the Special Accessory Dwelling Unit or Junior Accessory Dwelling Unit is no longer maintained on the lot, the lot shall be brought into compliance with all of the requirements for the remaining residential development, or with the legal nonconforming condition of the lot prior to the development of the Special Accessory Dwelling Unit or Junior Accessory Dwelling Unit.

F. Applications utilizing the Special Accessory Dwelling Unit standards described in this section may not utilize the less restrictive configuration, size, and height standards allowed under another section to achieve a larger unit or more than one unit.

G. Except as otherwise specified in this section, Special Accessory Dwelling Units developed in accordance with this chapter shall otherwise comply with the development standards applicable to the housing type and base zone district in which the lot is located and all applicable state and local building codes.

14.72.100 Processing requirements.

All Accessory Dwelling Units and Junior Accessory Dwelling Units shall comply with applicable state and local building codes and shall require approval of either a coastal development permit without public hearing and a building permit, or an appealable coastal development permit and a building permit for units located within the zones governed by the California Coastal Commission Appeals Jurisdiction.

A. **Residential density**. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit is a residential use that is consistent with the existing coastal land use plan designation and zoning for lots within the allowable residential zones. Any Accessory Dwelling Unit or Junior Accessory Dwelling Unit permitted pursuant to this section does not exceed the allowable density for the lot upon which the Accessory Dwelling Unit or Junior Accessory Dwelling Unit is located.

B. **Combined permits**. If a permit application for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit is submitted at the same time as a permit application for a new single-unit dwelling, review of the permit for Accessory Dwelling Unit or Junior Accessory Dwelling Unit application shall be delayed until the permit for the single-unit dwelling has been approved.

C. **Permit approval**. Except for applications to create an Accessory Dwelling Unit or Junior Accessory Dwelling Unit in the ADU beach neighborhood overlay district, where the city determines that discretionary review is required, the city shall act on the application to create an Accessory Dwelling Unit or Junior Accessory Dwelling Unit within 60 days from the date a complete application is submitted, if an existing primary residence or multifamily dwelling exists on the lot and the proposed Accessory Dwelling Unit or Junior Accessory Dwelling Unit conforms to all applicable objective development standards of this chapter. The complete application shall be deemed approved unless the city provides the applicant with notice within the 60-day period that the application implicates Coastal Act/local coastal program policies such that it requires further review.

    1. If the city denies an application for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit pursuant to subsection C, the city shall, within the time period described in subsection C, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

D. **Building permit approval**. The city shall ministerially approve or disapprove a complete building permit application for an Accessory Dwelling Unit or Junior

Accessory Dwelling Unit in compliance with time periods established by state law, following any applicable coastal development permit approvals. When an Accessory Dwelling Unit application proposes to demolish a detached garage and replace it with an Accessory Dwelling Unit, a demolition permit will be reviewed and issued at the same time as the Accessory Dwelling Unit permit, in accordance with Section 14.72.100(C).

E. **Preapproval of Plan Sets**. Pursuant to Government Code Section 65852.27, or as it may be amended, the city shall accept Accessory Dwelling Unit plans for preapproval. Applications for a detached new construction Accessory Dwelling Unit that utilize plans preapproved by the city within the current triennial California Building Standards Code rulemaking cycle shall be approved or denied within 30 days of complete application submittal.

F. **Exemption for public improvements**. No public improvements shall be required for the creation or conversion of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit.

G. **Impact fees**. Accessory Dwelling Units up to 750 square feet are exempt from impact fees. Accessory Dwelling Units that are 750 square feet or larger may be charged impact fees but only such fees that are proportional in size (by square foot) to those for the primary dwelling. In no event shall Junior Accessory Dwelling Units be charged impact fees.

H. **Recorded agreement**. Before obtaining a building permit for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit, the property owner shall execute an agreement, containing a reference to the deed under which the property was acquired by the present owner which outlines the requirements regarding the sale, rental, and owner occupancy of lots developed with Accessory Dwelling Units and Junior Accessory Dwelling Units as specified in Section 14.72.040 of this chapter and other applicable limitations in the Title 14 of the Carpinteria Municipal Code and city administrative policies applying to the applicable base zone district that shall run with the land.

I. **Recorded deed restriction**. As a condition of coastal permit approval for new development in the ADU beach neighborhood overlay district, and as required by the city zoning code and other applicable laws, ordinances, policies, practice and/or procedures, the city may require that an applicant record a deed restriction on the property to acknowledge and agree to certain conditions, including, but not limited to: 1) that the development is located in a hazardous area, or an area that may become hazardous in the future; 2) to assume the risks of injury and damage from such hazards in connection with the permitted development; 3) to unconditionally waive any claim of damage or liability against the city of Carpinteria and coastal commission, if the property is appealed, its officers, agents, and employees with respect to approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards; 5) that they have no rights under Coastal Act Section 30235 and related local coastal program policies to shoreline armoring in the future; 6) that sea

level rise could render it difficult or impossible to provide services to the site (e.g., maintenance of roadways, utilities, sewage or water systems), thereby constraining allowed uses of the site or rendering it uninhabitable; 7) that the boundary between public land (tidelands) and private land may shift with rising seas, the structure may eventually be located on public trust lands, and the development approval does not permit encroachment onto public trust land; 8) any future encroachment must be removed unless the coastal commission determines that the encroachment is legally permissible pursuant to the Coastal Act and authorizes it to remain, and any future encroachment would also be subject to the state lands commission's (or other trustee agency's) leasing approval; and 9) that the structure may be required to be removed or relocated and the site restored if it becomes unsafe or if removal is required.

14.72.110 Authority to review.

A. **Coastal commission permit jurisdiction**. Notwithstanding other permit and appeal provisions of this chapter, development proposals which are located on lands identified as tidelands, submerged lands or public trust lands as identified on the Post-LCP Certification Permit and Appeal Jurisdiction Map, city of Carpinteria, adopted by the coastal commission, shall require a coastal development permit from the coastal commission pursuant to California Public Resources Code Section 30519(b). Upon submittal to the city of an application for a coastal development permit, the community development director shall notify the applicant and the coastal commission of the determination that the project is within the retained permit jurisdiction of the coastal commission, and therefore, a state coastal development permit issued by the coastal commission is required for the development. In conjunction with the city's review and decision on the development in accordance with the requirements of this chapter and other city codes, the city shall also make a recommendation to the coastal commission regarding the development's conformance with the certified local coastal program, including this chapter. The city's determination of development conformance with the objectives and requirements of the local coastal program shall be advisory only and not a final action under this chapter. Development shall not proceed until the coastal commission grants a coastal permit for such a development.

B. **Coastal commission appeals jurisdiction**. Where an appealable coastal development permit is required pursuant to Section 14.48 of this title, the authority to review an application for a coastal development permit is designated to the community development director or the director's designee. In the appealable area, decisions of the director or the director's designee may be appealed to the coastal commission in accordance with Section 14.48. Actions on applications to construct Accessory Dwelling Units within these areas shall be consistent with the provisions of the applicable zone and the policies and development standards of the city of Carpinteria's certified local coastal program and Chapter 3 of the California Coastal Act.

C. **Discretionary review with appeals (ESHA and beach neighborhood overlay district.)** Applications to create an Accessory Dwelling Unit or a Junior Accessory

Dwelling Unit in the ADU beach neighborhood overlay district, where the community development director or the director's designee determines that discretionary review is required, shall be processed with a coastal development permit, that may be appealed in accordance with Chapter 14.78 of this Title.

D. **Coastal development permits without discretionary review**. When a proposed Accessory Dwelling Unit or a Junior Accessory Dwelling Unit is not a Special Accessory Dwelling Unit and is located outside the coastal commission appeals jurisdiction, the ADU beach neighborhood overlay district, and/or an environmentally sensitive habitat area, a coastal development permit application shall be required and the application shall be reviewed and approved by the community development director, or the director's designee, without a public hearing in accordance with Government Code Section 66317. The decision of the community development director, or the director's designee shall not be appealable and shall constitute the final action of the city.

E. **Administrative coastal development permit for Special Accessory Dwelling Units**. When a Special Accessory Dwelling Unit is proposed in conformance with 14.72.090 of this section and is located outside the coastal commission appeals jurisdiction, the ADU beach neighborhood overlay district, and/or an environmentally sensitive habitat area, such unit shall be issued an administrative coastal development permit by the community development director or the director's designee without a public hearing in accordance with Government Code Section 66317, shall not be appealable, and shall constitute the final action of the city.

F. **Building permits for Junior Accessory Dwelling Units**. When a Junior Accessory Dwelling Unit is completely within the footprint of a single-family residence and is located outside the coastal commission appeals jurisdiction and/or the ADU beach neighborhood overlay district, such unit shall be required to obtain a building permit to ensure compliance with building code and health and safety standards. No Coastal Development Permit shall be required.

[end]

SECTION 3. EFFECTIVE DATE

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

SECTION 4. SEVERABILITY

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

SECTION 5. CEQA EXEMPTION

The City Council finds that this Ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17, which states that CEQA does not apply to adoption of an Accessory Dwelling Unit ordinance to implement the provisions of Government Code Sections 65852.2 or as recodified as 66314-66332, and is categorically exempt from review under CEQA pursuant to CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures, which exempts "a second dwelling unit in a residential zone."

PASSED, APPROVED, AND ADOPTED this __ day of___, 2024, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this ___ day of ___, 2024.

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

APPROVED AS TO FORM:

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

Attachment B

Ordinance No. 785 (strikeout/underline)

ORDINANCE NO. 785

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING CHAPTER 14.72 OF TITLE 14 (ZONING) OF THE CARPINTERIA MUNICIPAL CODE IN RESPONSE TO STATE LEGISLATION REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

RECITALS

WHEREAS, the State of California (State) finds that Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) are an innovative and effective option for adding housing in California at a time when the State faces a housing crisis of availability and affordability; and

WHEREAS, the City is required to plan to meet the housing needs of the community, reflected in the City's Regional Housing Needs Allocation (RHNA), and to adopt an updated Housing Element each RHNA cycle describing how the City will accommodate those units; and

WHEREAS, there is a housing shortage in the City and the greater South Coast of Santa Barbara County, particularly for middle-, moderate-, low-, and very low-income households, with vacancy rates of less than 3%;[1] and

WHEREAS, the production of ADUs and JADUs is identified in Program 2 of the City's 2023-2031 Housing Element as an important strategy in providing affordable rental housing units in already developed areas of the City and in helping to meet the City's RHNA of 901 units during this Housing Element planning period; and

WHEREAS, on January 23, 2023, the City Council approved and adopted Ordinance No. 758, which rescinded and replaced in its entirety Chapter 14.72 - ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS of the Carpinteria Municipal Code (CMC), and minorly amended other chapters, in compliance with State ADU and JADU law as of 2021, and to harmonize the requirements of the California Coastal Act with the requirements of State ADU and JADU law; and

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[1] Source: 2022 census data that reports 148 rental housing units were vacant, which equates ~2.6% of the City's estimated housing units in the City. See also Santa Barbara South Coast Chamber of Commerce (Dashboard April 2023) at https://sbscchamber.com/wp-content/uploads/2023/05/Data-Dashboard-April-2023.pdf

WHEREAS, in September 2022, Senate Bill (SB) 897 and Assembly Bill (AB) 2221 were signed by the governor, amending State regulations for ADUs and JADUs to, among other things, be more permissive of such units and to limit local jurisdictions' ability to deny an ADU or JADU application; and

WHEREAS, on August 28, 2023, the City Council adopted Resolution No. 6265, initiating amendments to CMC Chapter 14.72 to incorporate new provisions of State ADU and JADU law that came into effect in 2023, and any additional ADU and JADU pending bills at that time that were anticipated to become law in the near future; and

WHEREAS, in September 2023, the State legislature passed AB 1033, AB 976, and AB 1332, further amending State law regulating ADUs and JADUs; and

WHEREAS, on January 22, 2024, the City Council re-adopted the City's 2023-2031 Housing Element, in which the City commits to promote and facilitate the development of ADUs as a form of affordable infill housing development, with the objective of facilitating the development of 112 ADUs during the planning period, and to review City ADU regulations throughout the planning period to ensure current incentives and allowances are available to property owners to promote ADU development; and

WHEREAS, the proposed amendment to CMC Chapter 14.72 is in the interest of the general community welfare since it will serve to implement the requirements of State law that promote the development of ADUs and JADUs that will increase the supply of housing in the City while protecting coastal resources consistent with the Coastal Act and the City's certified Local Coastal Program; and

WHEREAS, the Planning Commission held a duly noticed public hearing on March 4, 2024, as required by Government Code Section 65854, on the proposed CMC Chapter 14.72 amendment at which hearing the proposed amendment was explained and comments invited from people in attendance; and

WHEREAS, on March 4, 2024, the Planning Commission recommended on a 5-0 vote that the City Council adopt Ordinance No. 785, with minor changes, to implement changes to CMC Chapter 14.72 based on its determination of consistency with the City's Local Coastal Program, General Plan, and Housing Element**,** and that the City Council determine that Ordinance No. 785 is statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17, and categorically exempt from review under CEQA in accordance with CEQA Guidelines (Cal. Code Regs., tit. 14) Section 15303; and

WHEREAS, on July 8, 2024, the City Council held a duly noticed public hearing as required by Government Code Section 65854, at which the proposed Ordinance No. 785 was explained and comments invited from people in attendance, and, on a _____ vote, the Council approved the Ordinance and adopted Resolution No. 6340, directing City staff to transmit Ordinance No. 785 to the California Coastal Commission (CCC) for certification; and

WHEREAS, an application for a Local Coastal Program Amendment was submitted to the California Coastal Commission on _____, and was certified as being consistent with the California Coastal Act and the City's Local Coastal program on _____; and

WHEREAS, the adoption of Ordinance No. 785 reflects the Council's commitment to promote development of ADUs and JADUs in accordance with State housing laws, to increase the City's affordable and market rate housing supplies and contribute to the City's RHNA, and to protect coastal resources in accordance with the Coastal Act and the City's Local Coastal Program.

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

SECTION 1. INCORPORATION OF RECITALS

The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. AMENDMENT OF CHAPTER 14.72 OF CARPINTERIA MUNICIPAL CODE

Chapter amendments to the Carpinteria Municipal Code made by this ordinance are delineated below as underlined text.

Chapter 14.72, of Title 14 of the Carpinteria Municipal Code shall hereby be amended to read as follows:

Chapter 14.72 - ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

14.72.010 Purpose and intent.

The purpose of this chapter is to provide for processing requests for ~~a~~Accessory ~~d~~Dwelling ~~u~~Units (ADU) and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units (JADU) within zone districts that permit residential uses, as defined in this chapter and chapters governing zone districts of Title 14. The need for these provisions is based on the following findings:

1. The adopted policy of the city is to encourage a range of housing types, designs, and costs to suit the varying needs and desires of the community in terms of income, family size, and physical ability within existing neighborhoods.

2. Opportunities for affordable housing for persons of low and moderate income are becoming increasingly scarce.
3. The shortage of low-and moderate-income housing opportunities is exacerbated by the lack of available rental units at a time when few rental units are being constructed. Thus, the existing rental stock needs to be preserved and new rental opportunities provided.
4. Accessory ~~d~~Dwelling ~~u~~Units have been a part of the city's housing stock and provide a valuable source of rental housing for persons of low and moderate income, particularly the elderly, students, and single-parent family households.
5. The establishment of clear, objective development standards, consistent with applicable state law, including, but not limited to, Government Code ~~Section 65852.2 or 65852.22~~ Sections 66310 through 66342, and the California Coastal Act, is required to reduce the time necessary to secure permits for ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit construction and to ensure that there will be no adverse effect on the public health, safety and welfare.
6. Expand opportunities to create additional housing to suit the spectrum of individual lifestyles and space needs, allow more efficient use of existing housing stock and public infrastructure, and provide a range of housing opportunities.
7. Allow ~~a~~Accessory ~~d~~Dwelling ~~u~~Units and/or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units as an accessory use to a ~~P~~primary residential unit, consistent with California Government Code ~~Section 65852.2 or 65852.22~~ Sections 66310 through 66342 and the California Coastal Act, as applicable.
8. Promote ~~a~~Accessory ~~d~~Dwelling ~~u~~Units and/or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units that are compatible with the surrounding neighborhood, cultural and historic resources, and historic districts; preserve the city's coastal resources including, but not limited to, environmentally sensitive habitats, public coastal access, and visual resources; promote long-term sustainability; contribute to a desirable living environment; and avoid risks to public safety associated with loss of life, property, and social dislocations resulting from identified coastal hazards, including flooding.

14.72.020 Definitions.

Chapter 14.08 (Definitions) apply to Chapter 14.72, unless they conflict with the definitions below. Where a conflict may occur, the definitions below shall apply and have the following meaning:

A. **~~a~~Accessory ~~d~~Dwelling ~~u~~Unit**. An attached or a detached residential unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residential unit. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and be located on the same parcel that the primary residential unit is or will be situated. An Accessory Dwelling Unit also includes an efficiency unit, as defined in Section

17958.1 of the Health and Safety Code, and a manufactured home, as defined in Section 18007 of the Health and Safety Code. The following categories of ~~a~~Accessory ~~d~~Dwelling ~~u~~Units are subject to specific development standards:

~~a~~Accessory ~~d~~Dwelling ~~u~~Unit. ~~a~~Accessory ~~d~~Dwelling ~~u~~Units connected with an existing or proposed primary residential unit, with size, height, and setback standards as described in Section 14.72.055, (Development standards for ~~a~~Accessory ~~d~~Dwelling ~~u~~Units). ~~Up to one accessory dwelling unit and one junior accessory dwelling unit may be allowed on property where residential uses are permitted and has been developed, or will be developed concurrently with the accessory dwelling unit(s), subject to the provisions of this Chapter 14.72.~~

Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit. Specific types of ~~a~~Accessory ~~d~~Dwelling ~~u~~Units, meeting specific criteria identified in Government Code Section ~~65852.2(e)~~ 66323 that may be combined with a ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit with certain size, height, and setback standards described in Section 14.72.090, (Development standards for ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units). Further, ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units allow for more than one ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit on a property with an existing or proposed multiple family dwelling structure ~~zoned for multiple family use~~. Such units are not subject to local zoning and development standards, but must meet building code and health and safety requirements.

~~An accessory dwelling unit also includes the following:~~

1. ~~An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.~~
2. ~~A manufactured home, as defined in Section 18007 of the Health and Safety Code.~~

B. **Carshare vehicle**. A motor vehicle that is operated as part of a regional fleet by a public or private car sharing company or organization which provides hourly or daily car sharing service to its members.

C. **Efficiency kitchen**. A kitchen that includes at a minimum:

1. Appliances for cooking food and refrigeration, either built-in or countertop.
2. A sink for food preparation greater than ~~twelve~~ 12 inches by ~~twelve~~ 12 inches, excluding the sink located in the bathroom.
3. A food preparation counter.

D. **Existing floor area**. A legally permitted building constructed on the site with a final inspection or certificate of occupancy as of the date of application submittal, that conforms to current zoning standards or is legal nonconforming as to current zoning standards, in accordance with Section 14.08.270 (Floor Area, Gross) and Section 14.08.275 (Floor Area, Net).

E. **Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit**. A unit that is no more than ~~five hundred~~ 500 square feet in size and contained entirely within an existing or proposed single

residential unit. A ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit may include separate sanitation facilities or may share sanitation facilities with the existing or proposed single residential unit and includes an efficiency kitchen.

F. **Passageway**. A pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit.

G. **Primary residential unit**. The existing or proposed residential unit on a lot on which an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is permitted. The primary residential unit shall comprise one unit in either a dwelling, one family; dwelling, two family; dwelling, multiple; or mixed-use development (as those terms are defined in Section 14.08 (Definitions) of this title).

H. **Principal place of residence**. The residence where a property owner actually lives for the greater part of time, or the place where the property owner remains when not called elsewhere for some special or temporary purpose and to which the property owner returns frequently and periodically, as from work or vacation.

If multiple persons own the property as tenants in common or some other form of common ownership, a person or persons representing at least ~~fifty~~ 50 percent of the ownership interest in the property shall reside on the property a majority of their time as their principal place of residence. Any person or persons who qualify for the homeowner's tax exemption under the California State Board of Equalization rules, may qualify as an owner occupant.

The burden shall be on the property owner to show that the primary residential unit, ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit, or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is the property owner's principal place of residence as evidenced by qualifying for the homeowner's tax exemption, voter registration, vehicle registration, or similar methods that demonstrate owner-occupancy as their principal place of residence.

14.72.030 Where permitted.

A. **~~a~~Accessory ~~d~~Dwelling ~~u~~Unit**. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit that conforms to the development standards of this section shall be permitted in any zone that allows residential use, located on a lot developed or proposed to be developed with one or more residential units, except as prohibited or restricted in subsection C below. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit that does not conform to the development standards of this section, may nonetheless be approved in accordance with the requirements of Section 14.72.055(A)(4)~~14.72.060.H.2.~~

B. **~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit**. A ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit may be permitted in any zone that allows residential use, and shall be located on a lot developed with an existing or proposed single residential unit, except as prohibited or restricted in subsection C below.

C. **Prohibited or restricted locations**.

1. Based on the final sea level rise vulnerability assessment and adaption plan identification of flooding hazards in the ADU beach neighborhood overlay district and city local coastal plan objective S-4, proposed ~~a~~Accessory

~~d~~Dwelling ~~u~~Units in the ADU beach neighborhood overlay district, as defined in the ADU beach overlay district zoning map shown as Exhibit 1 in Ordinance No. 758, shall be subject to discretionary review, as determined necessary by the community development director, or a director-appointed designee, to address and mitigate identified coastal hazards, including flooding, and coastal resource policy issues that address coastal access, in order to avoid risks to public safety associated with loss of life, property, and social dislocations.

2. ~~a~~Accessory ~~d~~Dwelling ~~u~~Units shall be permitted in locations that are consistent with coastal resource protection policies of the city's coastal land use plan, including, but not limited to, environmentally sensitive habitats; coastal access; and visual, recreational, and cultural resources.
3. No ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall be permitted in a formally designated area where water or sewer service is found to be inadequate by the Carpinteria Sanitary District or Carpinteria Valley Water District, as appropriate, or in a formally designated area where traffic flow and public safety would be adverse impacted, as determined by the Carpinteria-Summerland Fire Protection District.
4. Unless prohibited or restricted by C.1 - C.~~4~~3 of this subsection, applications for an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and/or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit in the California Coastal Commission's appeals jurisdiction shall be permitted in accordance with Section 14.72.110.

14.72.035 Unit configuration.

A. One ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and/or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall be permitted on a lot in addition to the primary residential unit, pursuant to this chapter. However, multiple ~~a~~Accessory ~~d~~Dwelling ~~u~~Units on multi-family lots may be permitted in accordance with all the configuration requirements, development standards, and special procedures outlined in Section 14.72.090, Development standards for ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units.

B. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit may be permitted in the following configurations:

1. Incorporated entirely within an existing or proposed primary residential unit.
2. Incorporated entirely within an existing accessory building, including garages, located on the same lot as the primary residential unit.
3. Through conversion of a garage, carport, ~~or~~ covered parking structure, or other accessory structure.
4. Attached to or increasing the size of an existing primary residential unit or attached accessory building located on the same lot as the primary residential unit.
5. Detached from and located on the same lot as the existing or proposed primary residential unit. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit that is attached to

another detached accessory building, but not the primary residential unit, or is attached by a breezeway or porch, is considered detached.

C. Except as provided in Health and Safety Code Section 17981.12, Accessory Dwelling Units shall not be permitted within an existing nonconforming structure if the structure is nonconforming as to the coastal resource protection policies of the ~~LCP~~ city's local coastal program.

D. Existing nonconforming, unpermitted structures and building code violations that are unrelated to and unaffected by Accessory Dwelling Unit or Junior Accessory Dwelling Unit construction shall not be used as a reason to deny Accessory Dwelling Unit or Junior Accessory Dwelling Unit permit application, unless the structures and violations present a threat to public health and safety.

14.72.040 Sale, rental, and occupancy terms.

All ~~a~~Accessory ~~d~~Dwelling ~~u~~Units and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units shall be subject to the following sale, rental, and occupancy terms:

A. **Not to be sold separately**. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall not be sold separately from the primary residential unit, subject to the provisions of Government Code Section ~~65852.26~~ 66341 and/or other provisions of state law that govern ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit sales.

B. **Deed restriction**. Prior to issuance of a permit for ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit, the owner shall record a deed restriction with the county recorder and file the recorded deed restriction with the city, acknowledging the applicable use limitations consistent with this Section 14.72.040 or other applicable limitations in the Title 14 of the Carpinteria Municipal Code and city administrative policies applying to the applicable base zone district that shall run with the land.

C. **Rental terms**. The ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit may be rented as a residential unit. The ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall not be rented as a short-term rental, as defined in Section 14.08.562 or for less than ~~thirty-one~~ 31 consecutive days, whichever is more restrictive. Rental terms shall not allow termination of the tenancy prior to the expiration of at least one ~~thirty~~ 30-day period occupancy by the same tenant.

D. **Junior Accessory Dwelling Unit Owner occupancy**. ~~The following types of projects are subject to an owner occupancy requirement:~~ Where a Junior Accessory Dwelling Unit is located on a property, the burden shall be on the property owner to show that the primary residential unit, or Junior Accessory Dwelling Unit is the property owner's principal place of residence as evidenced by qualifying for the homeowner's tax exemption, voter registration, vehicle registration, or similar methods that demonstrate owner-occupancy. A property owner shall have only one principal place of residence for the purposes of this Chapter 14.72. Notwithstanding, owner occupancy shall not be required if the property owner is another governmental agency, land trust, or housing organization.

1. An Accessory Dwelling Unit shall not be subject to an owner occupancy requirement. ~~The property owner's principal place of residence requirement, upon the property where an accessory dwelling unit is permitted, shall not apply to accessory dwelling units approved between adoption of this Chapter 14.72 and January 1, 2025. The property owner's principal place of residency requirement shall apply to, an accessory dwelling unit permit issued after January 1, 2025, unless otherwise prohibited under state law, or upon repeal of Government Code Section 65852.2(a)(6)(B) removing the state-imposed prohibition of an owner occupancy requirement, whichever occurs first.~~

~~2. Where a junior accessory dwelling unit is located on a property, the burden shall be on the property owner to show that the primary residential unit, or junior accessory dwelling unit is the property owner's principal place of residence as evidenced by qualifying for the homeowner's tax exemption, voter registration, vehicle registration, or similar methods that demonstrate owner-occupancy. A property owner shall have only one principal place of residence for the purposes of this Chapter 14.72. Notwithstanding, owner occupancy shall not be required if the property owner is another governmental agency, land trust, or housing organization.~~

E. **Hardship waiver**. If owner occupancy is required in accordance with subsection D, Owner occupancy, the property owner may apply for a temporary waiver in the event of a hardship. For the purposes of this section, an event of a hardship includes, but is not limited to, the death or disability of the property owner, job transfer, or similar significant personal situation which prevents the property owner from occupying the owner's unit. A property owner or estate representative may apply for a temporary waiver of the owner-occupation requirement for a specific time period to allow the owner's unit to be occupied by a non-property owner until the cessation of the circumstances preventing the property owner from occupying the owner's unit on the property. The community development director shall review applications for an event of hardship waiver. Any such temporary waiver shall specify the period of time for which it is granted, provided that no such waiver may be granted for a period longer than three years.

F. **Removal of owner occupancy requirement**. With the exception of owner occupancy covenants, restrictions or conditions required to permit a ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit, the community development director will, in a form acceptable to the city attorney, release an owner occupancy requirement recorded against the property prior to ~~adoption of this chapter~~ January 1, 2024 upon the request of the property owner. No other covenants, restrictions or conditions required pursuant to this Title 14, and contained in the agreement recorded against the property shall be released, unless the community development director determines that the covenant, restriction or condition conflicts with California Civil Code section 714.3.

14.72.050 Required features.

Each ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall contain, at a minimum, the following features:

A. **Residential elements**. Permanent provisions for separate residential occupancy must be provided as follows within the contiguous livable floor space of the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and must be independent from the primary residential unit, unless otherwise noted:

1. Provisions for cooking, including storage, countertop, sink, and electric outlets as required per Carpinteria Municipal Code, Title 15, Buildings and construction. A ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit may contain an efficiency kitchen.
2. A bathroom consisting of a toilet, sink, and bathtub or shower. A ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit may share these sanitation facilities with the existing or proposed primary residential unit.
3. A separate sleeping room, except in studio residential units, where a living room is considered a sleeping room.

B. **Minimum floor area**. The minimum floor area for a new ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is as follows:

1. Efficiency unit: ~~One hundred fifty~~ 150 square feet.
2. Studio unit: ~~Two hundred twenty~~ 220 square feet.

   Such usable floor area shall be exclusive of open porches, garages, basements, cellars and unfinished attics. The minimum floor area for ~~a~~Accessory ~~d~~Dwelling ~~u~~Units that are created by converting existing structures is ~~one hundred fifty~~ 150 square feet.

C. **Exterior access**. Exterior access to the unit~~,~~ that is independent from the primary residential unit must be provided. ~~An accessory dwelling unit or junior accessory dwelling unit may provide an interior connection consisting of one fire-rated lockable door between the primary residential unit, but one is not required~~.

D. **Interior Connection**. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit may provide an interior connection consisting of one fire-rated lockable door to access the primary residential unit. Junior Accessory Dwelling Units that share sanitation facilities as defined in Section 14.72.050(A)(2) with the primary residential unit are required to have an interior connection to the primary residential unit.

E. **Fire sprinklers**. Fire sprinklers are required only if they are required for the primary residential unit. Construction of an Accessory Dwelling Unit shall not trigger a requirement for fire sprinklers in the primary residential unit.

F. **Permanent foundation**. Attached and detached units shall be constructed with a city-approved permanent foundation in accordance with Chapter 15, Buildings and construction, of the Carpinteria Municipal Code.

G. **Property addresses**. Addresses identifying all residential units on the lot, with minimum three-and one-half-inch numbers plainly visible from the street or road fronting the property shall be provided.

H. **Utility fees**. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit was constructed with a new single-family dwelling.

I. **Public sewer service**. ~~a~~Accessory ~~d~~Dwelling ~~u~~Units and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units shall comply with the sewer service requirements of the Carpinteria Sanitary District, including, but not limited to, advanced procurement of a sewer construction permit for exterior plumbing modifications or sewer lateral installation.

J. **Public water service**. Accessory ~~d~~Dwelling ~~u~~Units shall comply with the water service requirements of the Carpinteria Valley Water District, consistent with state law, including, but not limited to, Government Code Section ~~65852.2(f)(2)(A)~~ 66324.

K. **Direct utility connection**. No direct new or separate utility connection, or related fees, shall be required between a public sewer or water service district and an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit that is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure (including an expansion of not more than ~~one hundred fifty~~ 150 square feet beyond the same physical dimensions as the existing structure).

L. **Passageway**. No passageway is required in conjunction with the construction of an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit.

M. **Enforcement of building standards**. Accessory Dwelling Units and Junior Accessory Dwelling Units shall adhere to the following regulations:

1. In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code, a local agency, upon request of an owner of an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code providing the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit was built prior to January 1, 2020.

2. The construction of an Accessory Dwelling Unit shall not constitute a Group R occupancy change under the California Building Code, except pursuant to the findings in Government Code Section 66314(d)(8).

3. The city shall not deny an Accessory Dwelling Unit permit for an unpermitted unit that was constructed before January 1, 2018 because the unpermitted unit is in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code, or is not in compliance with Chapter 14.72, unless the city makes the finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure. This paragraph

shall not apply to buildings deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.

14.72.055 Development standards for ~~a~~Accessory ~~d~~Dwelling ~~u~~Units and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units.

A. **Development standards generally**. The development standards listed in this section apply to ~~a~~Accessory ~~d~~Dwelling ~~u~~Units and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units, except for ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units permitted in accordance with all the configuration requirements, development standards, and special procedures outlined in Section 14.72.090, Standards for ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units.

1. The reductions and exceptions to the development standards normally applicable to residential development allowed in this section are for the express purpose of promoting the development and maintenance of an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and/or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit on the lot. If for any reason the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is not maintained on the lot in conformance with this section, the lot shall be brought into compliance with all of the requirements for the residential development, or with the legal nonconforming condition of the lot prior to the development of the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit, including, but not limited to, the requirements for open yard, setbacks, and covered parking.
2. Except as otherwise specified in this section, projects developed in accordance with this chapter shall otherwise comply with objective development standards applicable to an attached or detached accessory building or structure for the housing type and base zone in which the lot is located.
3. One primary residential unit shall be designated on a lot on which an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and/or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is permitted.
4. Notwithstanding this section ~~Subsection B below~~ or other local development standards for the base zone district that are not expressly prohibited by state law or reduced due to provisions in Section 14.72.030, any other minimum or maximum size for an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit based upon a percentage of the proposed floor area or existing floor area, or limits on building coverage, floor area ratio, open space, front setbacks, or minimum lot size, for either attached or detached dwellings shall permit at a minimum: an 800 ~~eight hundred~~ square foot ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit that ~~is up to sixteen feet in height~~ conforms to the height requirements in Section 14.72.060(C), with four-foot side and rear yard setbacks, constructed in compliance with all other local development standards.

B. **Maximum floor area**. The maximum floor area(s) for a standard ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit are as follows:

1. Attached ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit that is attached to, and increasing the size of, the primary residential unit shall not exceed ~~fifty~~ 50 percent of the existing floor area of the existing primary residential unit, and shall not exceed a maximum floor area of ~~eight hundred~~ 850 square feet.
2. Converted ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit that is incorporated entirely within an existing primary residential unit, or within an existing accessory building, is not limited in size, except by the minimum floor area requirements in Section 14.72.050(B).
3. Detached ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit, new construction. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit that is detached from the primary residential unit and may or may not be attached to another detached accessory building, including detached garages, shall not exceed the following maximum floor area based on ~~lot size and~~ number of bedrooms:

    ~~i. Lots up to fourteen thousand nine hundred ninety-nine square feet:~~

    ii. One-bedroom or studio units: ~~Eight hundred fifty~~850 square feet.

    iii. Two or more-bedroom units: ~~One thousand~~1,000 square feet.
4. Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit. The maximum floor area of a ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall not exceed ~~five hundred~~500 square feet.

C. **Relationship to other floor area limitations**. The floor area of an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is included in any other floor area limitation in this Title that is applicable to an attached or detached accessory building for the housing type and in the base zone in which the lot is located.

1. Exception. The floor area of a detached ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall be excluded from the aggregate maximum lot coverage allowed for other detached accessory buildings, such as work or storage sheds.

D. **Building separation**. The minimum separation between the primary residential unit and a detached ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall be five feet.

E. **Front, side, and rear setbacks**. The following setbacks shall apply to ~~new and converted standard~~ ~~a~~Accessory ~~d~~Dwelling ~~u~~Units approved pursuant to this section:

1. New construction. Newly constructed ~~a~~Accessory ~~d~~Dwelling ~~u~~Units shall comply with the following setback standards:

    a. Front setback: Meet the minimum front setback for residential structures of the base zone district.

    b. Side and rear setback: Four feet in all zones except 4-R-1, which must maintain a minimum three feet of distance in the side yards.
2. Converted. No setback is required to convert the existing floor area of a principal or accessory building to an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit.
3. Demolished or substantially redeveloped. No setback is required when an existing principal or accessory building is demolished or substantially

redeveloped and converted to an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit, provided that the new building is reconstructed in the same location and with the same dimensions and floor area as the existing building.

a. Exception for small conforming additions. One small ~~one hundred fifty~~ 150-square-foot conforming first floor addition may be permitted on a substantially redeveloped and converted accessory building that is nonconforming as to the front, side, or rear setbacks for accommodation of unit ingress and egress.

4. New construction combined with replacement of a nonconforming accessory structure. The construction of an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit may be combined with the demolition and replacement of a detached accessory structure that is nonconforming as to the front, side, or rear setbacks if all of the following requirements are met:

a. The new accessory structure is reconstructed in the same location and with the same dimensions as the existing accessory structure; or

b. The ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and any additions to the accessory structure shall conform with setbacks of this section; and

c. The new accessory structure shall comply with all applicable height and all other development standards of this section.

14.72.060 Design review.

All ~~a~~Accessory ~~d~~Dwelling ~~u~~Units or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units shall be subject to the following architectural design criteria as applicable to either new construction or exterior alterations, which shall be reviewed ministerially by the community development director or the director's designee. Design standards in the base zone district shall apply where they do not conflict with this section or state law. For purposes of this section, portions of a building or site considered to be the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall include all of the contiguous interior livable floor area of the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and any exterior alterations directly attached to, and integral to, the livable floor area of the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit.

A. **Prohibition of shiny roofing and siding**. New roofing ~~and siding~~ materials with a light reflectance value of 40 or above, and siding materials ~~that are shiny, mirror-like, or of a glossy metallic finish~~ with a light reflectance value of 60 or above are prohibited.

B. **Grading**. No more than ~~thirty~~ 30 cubic yards of grading on slopes of less than ~~fifteen~~ 15 percent.

C. **Height**. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall not exceed the following, whichever is greater:

1. Height of the primary residential unit;

2. Number of stories of the primary residential unit; ~~or~~

3. 25 feet for Accessory Dwelling Units attached to the primary dwelling; or

4. ~~Sixteen~~ 18 feet.

   ~~This height limitation is not applicable to an accessory dwelling unit constructed above a garage; however, in no event shall the resulting building exceed the maximum height or number of stories allowed for a detached or attached accessory building in the zone.~~

5. Notwithstanding Sections 14.72.060(C)(1)-(4) above, for Accessory Dwelling Units constructed as a second story or over a garage, the resulting building shall not exceed two stories and the maximum height allowed in the zone~~. Unless constructed over a garage, the new unit located in the front yard shall be:~~

   ~~a. No more than one-story and sixteen feet in height; and~~

   b. ~~Screened from the street by location or landscape, as viewed from the street.~~

D. ***Design***. New detached or attached ~~a~~Accessory ~~d~~Dwelling ~~u~~Units shall utilize the design of the primary residential unit regarding ~~style, fenestration, materials, colors, and details~~ exterior finishes and roof form if the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit meets any of the following:

   1. Attached to, or if any portion of the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is located within ~~twenty~~ 20 feet of, the primary residential unit;
   2. Two stories tall, or ~~twelve~~ 12 feet or taller in building height;
   3. Located in the front yard or visible from a public street or public place.
   4. Located on a site on which there is a historical resource as follows:
      a. Listed on the National Register of Historic Places or the California Register of Historic Resources; or
      b. Designated as a city of Carpinteria Landmark or Structure of Merit.

E. **Front yard location***.* The construction of a new detached ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit located in the front yard shall be subject to all of the following: The new ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit must be located a minimum of ~~twenty~~20 feet back from all front lot lines, or meet the minimum front setback for the zone in which the lot is located, whichever is greater, providing setbacks do not preclude construction of a ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit.

   1. Accessory Dwelling Units located in the front yard shall be screened from the street by location or landscape, as viewed from the street.

F. **Privacy standards***.* The construction of an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit where any portion of the proposed construction is either: two or more stories tall or ~~sixteen~~ 18 feet or taller in building height, shall comply with the following:

   1. Upper story unenclosed landings, decks, and balconies greater than ~~twenty~~20 square feet, shall face the primary residential unit or the public right-of-way.
   2. Upper story unenclosed landings, decks and balconies, that do not overlook the adjoining property due to orientation or topography, may be located at the minimum interior setback line if an architectural screening element such as

enclosing walls, trellises, awnings or perimeter planters with an eight-foot minimum height is incorporated into the unenclosed landing, deck or balcony.

3. Upper story windows that face or overlook the adjoining property, located within ~~fifteen~~15 feet of the interior lot lines, shall be installed with a minimum of ~~seventy-two~~72 inches above finish floor.

G. **~~Solar access~~ Rooftop Solar**. Newly constructed detached ~~a~~Accessory ~~d~~Dwelling ~~u~~Units are subject to the energy code requirement to provide solar panels. The panels may be installed on the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or the primary residential unit. Accessory ~~d~~Dwelling ~~u~~Units that are constructed within existing space, or as an addition to existing homes, including detached additions where an existing detached building is converted from non-residential to residential space, are not subject to this requirement.

14.72.070 Protection for historic resources.

No ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall be permitted if the proposal would cause a substantial adverse change in the significance of a historical resource that is listed or eligible for listing on the National Register of Historic Places, the California Register of Historical Resources, located in the downtown and Old Town District, or designated as a city of Carpinteria Landmark or Structure of Merit. The community development director shall make this determination by requiring additional information that the director determines is necessary, including, but not limited to, a historic resources report, to ensure that the proposal is consistent with city cultural and historic resource policies and as appropriate, the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings.

14.~~73~~72.080 Parking standards.

Consistent with the requirements of the city's coastal land use plan policies, sufficient off-street parking must be provided for any new development and substantial redevelopment so as to avoid significant adverse impacts to public access to the shoreline and coastal recreation areas. ~~Automobile~~ Vehicle parking, therefore, must be provided consistent with this section for lots developed with ~~a~~Accessory ~~d~~Dwelling ~~u~~Units or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units, as follows:

A. **ADU Beach neighborhood overlay district**. All required parking in the ADU beach neighborhood overlay district shall be located based on:

1. The city's local coastal plan objective OSC-14 and policy OSC-14a, the city's final sea level rise vulnerability assessment and adaption plan identification of increasing coastal flood hazards in the ADU beach neighborhood overlay district and given existing identified impeded traffic flow during flood events at neighborhood and Carpinteria State Beach parking lots.

2. The need to preserve coastal public access in this area, where specific vacation rental provisions are implemented under the ~~LCP~~ local coastal program and high

demand exists for coastal visitor-serving recreational opportunities, including coastal access parking.

~~Parking may be located and designed consistent with D.3 of this section.~~

B. **Primary residential units**. ~~Automobile~~ Vehicle parking for the primary residential unit shall be provided in compliance with Chapter 14.54, except as provided below.

1. Special procedures for conversion or demolition of existing covered parking to an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit. When an existing garage, carport, or other covered parking structure is converted to an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or demolished in conjunction with the construction of the unit, the required covered parking spaces that are displaced by the conversion or demolition shall not be required to be replaced.

2. Nonconforming conditions. If a Special Accessory Dwelling Unit ~~the accessory dwelling unit and/or junior accessory dwelling unit~~ is developed in accordance with all the requirements of this chapter~~, and is a special accessory dwelling unit eligible for approval~~, nonconforming parking shall not be required to conform to current parking standards for new floor area associated with the unit(s).

C. **Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units**. No ~~automobile~~ vehicle parking is required for ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units.

D. **No parking required for certain dwelling units**. The following types of ~~a~~Accessory ~~d~~Dwelling ~~u~~Units are not required to provide parking if it meets all of the following criteria:

1. The ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is located outside of the ADU beach neighborhood overlay district based on the final sea level rise vulnerability assessment and adaption plan science-based identification of coastal hazards in the ADU beach neighborhood overlay district, that presently occur along the seaward side of Sandyland Road, and with increasing hazards that are projected to occur in the district due to estimated sea level rise of one to five feet, between the present and through 2100.

2. The ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit meets at least one of the following measures that will sufficiently reduce the demand for off-street parking:

   a. The ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is located within a walking distance of one-half mile of an operational public transit stop, which shall include various means of transportation that charge set fees, run on fixed routes, and are available to the public; or

   b. The ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is located within the downtown old town district as identified in the general plan; or

   c. The ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is contained entirely within the permitted floor area of the existing primary residential unit or an existing accessory building; or

   d. When on-street parking permits are required but not offered to the occupants of the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit; or

e. When there is a carshare vehicle located within ~~five hundred~~500 feet of the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit~~.~~; or

f. When a permit application for an Accessory Dwelling Unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the Accessory Dwelling Unit or the lot satisfies any other criteria listed in above subparagraphs 2.a through 2.e, inclusive.

3. All other ~~a~~Accessory ~~d~~Dwelling ~~u~~Units shall provide parking as below:

   a. A minimum of one uncovered ~~automobile~~ vehicle parking space per unit or bedroom, whichever is less. Guest parking shall not be required for ~~a~~Accessory ~~d~~Dwelling ~~u~~Units in any circumstance.

   b. The space may be provided as tandem parking on a driveway.

   c. Uncovered parking spaces may be located four feet from any interior lot line, provided a minimum of three feet in width of planting area is provided for the length of the paved parking area along the interior lot line.

14.72.090 Development standards for ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units.

Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units, as defined in Section 14.72.020(a), shall be allowed, consistent with state law, in accordance with either subsection A or B, below, and shall conform to the development standards of subsection C, below. Design standards of the base zone district shall apply where they do not conflict with this section or state law.

A. **Configuration—Dwelling, single family lots**. A lot developed with only one existing or proposed single residential unit, may permit up to one Junior Accessory Dwelling Unit contained entirely within to fully enclosed existing or proposed primary residential unit, and one of the following types of Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units:

   1. Converted portion of main building. ~~Only o~~One ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit ~~and/or junior accessory dwelling unit~~ contained entirely within the fully enclosed existing floor area of the existing or proposed primary residential unit; or

   2. Converted accessory building. ~~Only o~~One ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit contained entirely within the fully enclosed existing floor area of a garage or other accessory building on the same lot as the primary residential unit, plus ~~one hundred fifty-square-foot conforming first floor addition~~ a conforming addition of no more than 150 square feet, if the addition is limited to accommodating ingress and egress; or

   3. One unit—New construction. One newly constructed ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit, detached from any other main or accessory building.~~; or~~

   ~~4. Two units—Combination. One junior accessory dwelling unit contained entirely within the existing, legally permitted, fully enclosed livable floor area of the~~

~~existing or proposed primary residential unit, plus one newly constructed, accessory dwelling unit, detached from any other main or accessory building.~~

B. **Configuration—Dwelling, multiple family lots**. A lot developed with two or more residential units may permit one of the following types of Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units:

1. Converted non-livable space. At least one ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit, and up to ~~twenty-five~~25 percent of the existing number of multifamily units ~~structures (structure containing multiple dwelling units)~~ on a lot, ~~may~~ shall be ~~converted into~~ allowed as ~~a~~ Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units on the lot, if contained entirely within portions of fully enclosed existing floor area of a residential structure that is not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. In mixed-use buildings, commercial floor area shall not be converted to a Special Accessory Dwelling Unit. ~~; or~~

2. Two units—New construction. No more than one newly constructed Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit, detached from any other main or accessory building, shall be allowed for lots with four or~~f~~ fewer units. For lots with greater than four units, no more than two newly constructed Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units, detached from any other main or accessory building shall be allowed.

C. **Development standards generally**. The development standards listed in this section apply to specific types of ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units with certain size, height, and setback standards that, if followed, allow for a permit issued by the director of the community development department. Further, no lot coverage, floor area ratio, open space, front setbacks, or minimum lot size shall preclude the construction of a ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit.

1. Maximum unit size. The maximum unit size of a ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall be ~~eight hundred~~ 800 square feet.

2. Minimum unit size. The minimum unit size of a Special Accessory Dwelling Unit shall be as specified in Section 14.72.050(B)

3. Height. The maximum height of a ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit shall be ~~sixteen feet~~ as specified in Section 14.72.060(C).

4. Setbacks. Rear yard and side yard setbacks shall be a minimum of four feet.

5. Parking. Except for ~~a~~Accessory ~~d~~Dwelling ~~u~~Units or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units located in the ADU beach neighborhood overlay district, which ~~is~~ are subject to Section 14.72.080, Parking standards, no replacement or additional parking shall be required.

6. Nonconformity. Correction of any existing or created nonconformity shall not be required, except that ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units shall not be allowed in buildings or structures that are nonconforming as to coastal resource protection policies or development standards of the ~~LCP~~ local coastal program. Existing multifamily dwellings that are nonconforming as to height, rear setbacks,

and side setbacks shall not be used as a reason to deny an Accessory Dwelling Unit permit application.

7. Rental term. No unit shall be rented for ~~thirty~~ 30 days or less.
8. Fire sprinklers. Fire sprinklers are required ~~in units where required for the primary residence~~ only if they are required for the primary residential unit. Construction of a Special Accessory Dwelling Unit shall not trigger a requirement for fire sprinklers in the primary residential unit.
9. Density. Units shall not be calculated as part of general plan/coastal land use plan density calculations.
10. ~~Ownership occupancy. Special accessory dwelling units and junior accessory dwelling units shall conform to owner occupancy terms as defined in Section 14.72.040(D).~~

D. **Development standards for conversion of existing or proposed primary single-family residence or accessory structure into a ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit**. Except for ~~a~~Accessory ~~d~~Dwelling ~~u~~Units located in the ADU beach neighborhood overlay district, which is subject to Section 14.72.080, Parking standards, no size limitation, height, setback, lot coverage, design review, landscape, or other development standard shall be required. The proposed unit shall be required to obtain an administrative coastal development permit and building permit.

E. Any reductions and exceptions in this section are for the express purpose of promoting the development and maintenance of a ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit on the lot. If for any reason the Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is no longer maintained on the lot, the lot shall be brought into compliance with all of the requirements for the remaining residential development, or with the legal nonconforming condition of the lot prior to the development of the Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit.

F. Applications utilizing the ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit standards described in this section may not utilize the less restrictive configuration, size, and height standards allowed under another section to achieve a larger unit or more than one unit.

G. Except as otherwise specified in this section, ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units developed in accordance with this chapter shall otherwise comply with the development standards applicable to the housing type and base zone district in which the lot is located and all applicable state and local building codes.

14.72.100 Processing requirements.

All ~~a~~Accessory ~~d~~Dwelling ~~u~~Units and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units shall comply with applicable state and local building codes and shall require approval of either a coastal development permit without public hearing and a building permit, or an

appealable coastal development permit and a building permit for units located within the zones governed by the California Coastal Commission Appeals Jurisdiction.

A. **Residential density**. An ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is a residential use that is consistent with the existing coastal land use plan designation and zoning for lots within the allowable residential zones. Any ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit permitted pursuant to this section does not exceed the allowable density for the lot upon which the ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is located.

B. **Combined permits**. If a permit application for an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is submitted at the same time as a permit application for a new single-unit dwelling, review of the permit for ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit application shall be delayed until the permit for the single-unit dwelling has been approved.

C. **Permit approval**. Except for applications to create an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit in the ADU beach neighborhood overlay district~~,~~ where the city determines that discretionary review is required, the city shall act on the application to create an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit within ~~sixty~~60 days from the date a complete application is submitted, if an existing primary residence or multifamily dwelling exists on the lot and the proposed ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit conforms to all applicable objective development standards of this chapter. ~~If an applicant requests a delay~~, ~~t~~The complete application shall be deemed approved unless the city provides the applicant with notice within the ~~sixty~~60-day period that the application implicates Coastal Act/~~LCP~~ local coastal program policies such that it requires further review.

   1. If the city denies an application for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit pursuant to subsection C, the city shall, within the time period described in subsection C, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

D. **Building permit approval**. The city shall ministerially approve or disapprove a complete building permit application for an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit in compliance with time periods established by state law, following any applicable coastal development permit approvals. When an Accessory Dwelling Unit application proposes to demolish a detached garage and replace it with an Accessory Dwelling Unit, a demolition permit will be reviewed and issued at the same time as the Accessory Dwelling Unit permit, in accordance with Section 14.72.100(C).

E. **Preapproval of Plan Sets**. Pursuant to Government Code Section 65852.27, or as it may be amended, the city shall accept Accessory Dwelling Unit plans for preapproval. Applications for a detached new construction Accessory Dwelling Unit that utilize plans preapproved by the city within the current triennial California Building Standards Code rulemaking cycle shall be approved or denied within 30 days of complete application submittal.

F. **Exemption for public improvements**. No public improvements shall be required for the creation or conversion of an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit.

G. **Impact fees**. Accessory ~~d~~Dwelling ~~u~~Units up to ~~seven hundred fifty~~ 750 square feet are exempt from impact fees. Accessory ~~d~~Dwelling ~~u~~Units that are ~~seven hundred fifty~~ 750 square feet or larger may be charged impact fees but only such fees that are proportional in size (by square foot) to those for the primary dwelling. In no event shall ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units be charged impact fees.

~~H. **School impact fees**. School districts may levy impact fees for a~~Accessory ~~d~~Dwelling u~~U~~nits greater than five hundred 500 square feet. Such fees should be based on city and school district coordination and evaluation, and findings of a district prepared nexus study to determine any appropriate fees necessary to ensure the adequacy of school facilities.~~

I. **Recorded agreement**. Before obtaining a building permit for an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit, the property owner shall execute an agreement, containing a reference to the deed under which the property was acquired by the present owner which outlines the requirements regarding the sale, rental, and owner occupancy of lots developed with ~~a~~Accessory ~~d~~Dwelling ~~u~~Units and ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units as specified in Section 14.72.040 of this chapter and other applicable limitations in the Title 14 of the Carpinteria Municipal Code and city administrative policies applying to the applicable base zone district that shall run with the land.

J. **Recorded deed restriction**. As a condition of coastal permit approval for new development in the ADU beach neighborhood overlay district, and as required by the city zoning code and other applicable laws, ordinances, policies, practice and/or procedures, the city may require that an applicant record a deed restriction on the property to acknowledge and agree to certain conditions, including, but not limited to: 1) that the development is located in a hazardous area, or an area that may become hazardous in the future; 2) to assume the risks of injury and damage from such hazards in connection with the permitted development; 3) to unconditionally waive any claim of damage or liability against the city of Carpinteria and coastal commission, if the property is appealed, its officers, agents, and employees with respect to approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards; 5) that they have no rights under Coastal Act Section 30235 and related ~~LCP~~ local coastal program policies to shoreline armoring in the future; 6) that sea level rise could render it difficult or impossible to provide services to the site (e.g., maintenance of roadways, utilities, sewage or water systems), thereby constraining allowed uses of the site or rendering it uninhabitable; 7) that the boundary between public land (tidelands) and private land may shift with rising seas, the structure may eventually be located on public trust lands, and the development approval does not permit encroachment onto public trust land; 8) any future encroachment must be removed unless the coastal commission determines that the encroachment is legally permissible pursuant to the Coastal Act and authorizes it to

remain, and any future encroachment would also be subject to the state lands commission's (or other trustee agency's) leasing approval; and 9) that the structure may be required to be removed or relocated and the site restored if it becomes unsafe or if removal is required.

14.72.110 Authority to review.

A. **Coastal commission permit jurisdiction**. Notwithstanding other permit and appeal provisions of this chapter, development proposals which are located on lands identified as tidelands, submerged lands or public trust lands as identified on the Post-LCP Certification Permit and Appeal Jurisdiction Map, city of Carpinteria, adopted by the coastal commission, shall require a coastal development permit from the coastal commission pursuant to California Public Resources Code Section 30519(b). Upon submittal to the city of an application for a coastal development permit, the community development director shall notify the applicant and the coastal commission of the determination that the project is within the retained permit jurisdiction of the coastal commission, and therefore, a state coastal development permit issued by the coastal commission is required for the development. In conjunction with the city's review and decision on the development in accordance with the requirements of this chapter and other city codes, the city shall also make a recommendation to the coastal commission regarding the development's conformance with the certified local coastal program, including this chapter. The city's determination of development conformance with the objectives and requirements of the local coastal program shall be advisory only and not a final action under this chapter. Development shall not proceed until the coastal commission grants a coastal permit for such a development.

B. **Coastal commission appeals jurisdiction**. Where an appealable coastal development permit is required pursuant to Section 14.48 of this title, the authority to review an application for a coastal development permit is designated to the community development director or the director's designee. In the appealable area, decisions of the director or the director's designee may be appealed to the coastal commission in accordance with Section 14.48. Actions on applications to construct ~~a~~Accessory ~~d~~Dwelling ~~u~~Units within these areas shall be consistent with the provisions of the applicable zone and the policies and development standards of the city of Carpinteria's certified local coastal program and Chapter 3 of the California Coastal Act.

C. **Discretionary review with appeals (ESHA and beach neighborhood overlay district.)** Applications to create an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or a ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit in the ADU beach neighborhood overlay district, where the community development director or the director's designee determines that discretionary review is required, shall be processed with a coastal development permit, that may be appealed in accordance with ~~section~~ Chapter 14.78 of this ~~chapter~~ Title.

D. **Coastal development permits without discretionary review**. When a proposed ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit or a ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is not a

~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit and is located outside the coastal commission appeals jurisdiction, the ADU beach neighborhood overlay district, and/or an environmentally sensitive habitat area, a coastal development permit application shall be required and the application shall be reviewed and approved by the community development director, or the director's designee, without a public hearing in accordance with Government Code Section ~~65852.2~~ 66317. The decision of the community development director, or the director's designee shall not be appealable and shall constitute the final action of the city.

E. **Administrative coastal development permit for ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Units**. When a ~~s~~Special ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is proposed in conformance with 14.72.090 of this section and is located outside the coastal commission appeals jurisdiction, the ADU beach neighborhood overlay district, and/or an environmentally sensitive habitat area, such unit shall be issued an administrative coastal development permit by the community development director or the director's designee without a public hearing in accordance with Government Code Section ~~65852.2~~ 66317, ~~and~~ shall not be appealable, and shall constitute the final action of the city.

F. **Building permits for ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units**. When a ~~j~~Junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit is completely within the footprint of a single-family residence and is located outside the coastal commission appeals jurisdiction and/or the ADU beach neighborhood overlay district, such unit shall be required to obtain a building permit to ensure compliance with building code and health and safety standards. No Coastal Development Permit shall be required.

[end]

SECTION 3. EFFECTIVE DATE

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

SECTION 4. SEVERABILITY

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

SECTION 5. CEQA EXEMPTION

The City Council finds that this Ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17, which states that CEQA does not apply to adoption of an Accessory Dwelling

Unit ordinance to implement the provisions of Government Code Sections 65852.2 or as recodified as 66314-66332, and is categorically exempt from review under CEQA pursuant to CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures, which exempts “a second dwelling unit in a residential zone.”

PASSED, APPROVED, AND ADOPTED this __ day of___, 2024, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this ___ day of ___, 2024.

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

APPROVED AS TO FORM:

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

Attachment C

Resolution No. 6340

RESOLUTION NO. 6340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CERTIFYING THAT ORDINANCE NO. 785 IS INTENDED TO CARRY OUT THE POLICIES OF THE CITY'S LOCAL COASTAL PROGRAM CONSISTENT WITH THE CALIFORNIA COASTAL ACT, AND DIRECTING THAT ORDINANCE NO. 785 BE TRANSMITTED TO THE CALIFORNIA COASTAL COMMISSION FOR FILING PURSUANT TO PUBLIC RESOURCES CODE SECTION 30510 AND IN ACCORDANCE WITH SECTION 13551 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS.

PROJECT 23-2231-LCPA/ORD

WHEREAS, at a duly noticed public hearing on August 28, 2023, the City Council adopted Resolution No. 6265, initiating amendments to Carpinteria Municipal Code (CMC) Chapter 14.72, part of the City's Local Coastal Program (LCP) and zoning code; and

WHEREAS, at a duly noticed public hearing on March 4, 2024, the Planning Commission considered Ordinance No. 785 (Project No. 23-2231-LCPA/ORD) and forwarded its recommendation to approve the Local Coastal Program Amendment to the City Council; and

WHEREAS, on March 4, 2024, the Planning Commission unanimously recommended that the City Council determine that Ordinance No. 758 is statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17, which states that CEQA does not apply to adoption of an Accessory Dwelling Unit ordinance to implement the provisions of State Government Code Article 2 (commencing with Section 66310) of Chapter 13, Division 1, Title 7 of the Government Code, and categorically exempt from review under CEQA in accordance with CEQA Guidelines Section 15303, which exempts new construction or conversion of small structures, as in the case of an Accessory Dwelling Unit, implemented under the provisions of State Government Code Section 66333 et seq.; and

WHEREAS, on July 8, 2024, after consideration of the Planning Commission's recommendation, receiving public comment, due consideration, and discussion among the Council members and staff, the City Council adopted this Resolution certifying that the proposed Ordinance No. 785 is intended to carry out the policies of the City's Coastal Land Use Plan consistent with the California Coastal Act and directed that Ordinance No. 785 be transmitted to the California Coastal Commission for filing

pursuant to Public Resources Code Section 30510 and in accordance with Section 13551 of Title 14 the California Code of Regulations; and

WHEREAS, the proposed amendments and additions approved for submittal to the California Coastal Commission by the City Council as set forth below and as attached hereto and incorporated herein by reference, reflect the findings and determinations of the Planning Commission and City Council; and

WHEREAS, a full and complete copy of the project materials (Project No. 23-2231- LCPA/ORD) is on file with the City's Community Development Department, located at 5775 Carpinteria Avenue, Carpinteria, California.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals, incorporated herein by reference, are true and accurate.

Section 2. Pursuant to Public Resources Code Section 30510 and Government Code Sections 65854, 65855 and 65856, the City Council held a public hearing on the proposed amendment to the Local Coastal Program and is transmitting all proposed amendments and additions to the California Coastal Commission for submittal and filing pursuant to Section 13551 of Title 14 of the California Code of Regulations.

Section 3. Ordinance No. 785 has been found by the City of Carpinteria City Council to appropriately carry out the policies of the City's Coastal Land Use Plan consistent with the California Coastal Act.

PASSED, APPROVED AND ADOPTED this 8th day of July 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 8th day of July 2024.

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

APPROVED AS TO FORM:

_____
Jena Shoaf Acos, Legal Counsel
Brownstein Hyatt Farber Schreck, LLP,
Acting as City Attorney

Attachment D

Summary table of changes made in Ordinance No. 785

Table 1: Changes Implemented by SB 897 and AB 2221			
	New State Law	**Government Code**	**Change Proposed[1]**
1	Requires that the standards imposed on ADUs and JADUs be objective. Such standards include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources. Excludes imposing requirements on minimum lot size. Defines "objective standards" as "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal."	§ 66314(b) and 66313(h)	The Planning Commission expressed concern that the design standards in CMC § 14.72.060 regarding matching materials between a primary residential unit and ADU and the prohibition on shiny exterior materials are not sufficiently objective. Language in § 14.72.060(D) was revised to specify that certain ADUs shall utilize the same "exterior finishes and roof form" of the primary residential unit. Language in § 14.72.060(A) was revised to specify that roofing materials with a light reflectance value of 40 or above, and exterior materials with a light reflectance value of 60 or above are prohibited.
2	Prohibits denial of ADU permit applications due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU.	§ 66322(b)	Proposed language added to CMC § 14.72.035(D) to specify that existing nonconforming or unpermitted structures unrelated to ADU construction shall not be used as a reason to deny an ADU application.
3	If a detached garage is being demolished and replaced by an ADU, requires local agency to review and issue a demolition permit for the garage at the same time as it reviews and issues the permit for the ADU (within 60 days).	§ 66314(e)	Language in CMC § 14.72.100(D) was added to include a concurrent garage demolition permit as specified.

[1] CMC citations in this column refer to Chapter 14.72 as proposed in Ordinance No. 785.

4	Increases the maximum height limitation to 18 feet if the ADU is located within 0.5 mile walking distance of a major transit stop or a high-quality transit corridor, or if the ADU is detached and on a lot that has an existing multifamily, multistory dwelling.	§ 66321(b)(4)(B)-(C)	The Planning Commission recommended that height limits throughout CMC Chapter 14.72 be raised to 18 feet to accommodate these new height allowances.
5	Increases the maximum height limitation to 25 feet if the ADU is attached to a primary dwelling. ADUs exceeding two stories are not required to be permitted.	§ 66321(b)(4)(D)	Language was added to CMC § 14.72.060(C) to allow ADUs up to 25 feet if attached to a primary dwelling.
6	Provides that the construction of an ADU does not constitute a Group R occupancy change under the local building code, except as found by an enforcement agency.	§ 66314(d)(8)	Language in CMC § 14.72.050(M) was added to ensure the construction of an ADU does not constitute a Group R occupancy change under the local building code, except as found by an enforcement agency.
7	Prohibits the construction of an ADU from triggering a requirement that fire sprinklers be installed in the existing primary dwelling.	§ 66314(d)(12) and 66323(c)	Language in CMC § 14.72.050(E) was amended to clarify that ADU construction will not trigger a requirement for fire sprinklers in the main residence.
8	Prohibits a local agency from rejecting an application for an ADU because the existing multifamily dwelling exceeds applicable height requirements or has a rear or side setback of less than 4 feet. If the existing multifamily dwelling exceeds applicable height requirements or has a rear or side setback of less than 4 feet, a local agency is prohibited from requiring any modification to the existing multifamily dwelling to satisfy these requirements.	§ 66323(a)(4)(B)	Language in CMC § 14.72.090(C)(6) was added to clarify that an existing multifamily dwelling that exceeds applicable height limits or that does not meet minimum setbacks is not grounds for rejection of an application for an ADU, and that modifications to the existing multifamily dwelling cannot be required to satisfy these requirements.

9	Prohibits a local agency from imposing any parking standards on an ADU that is included in an application to create a new single-family dwelling unit or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit meets other specified requirements.	§ 66322(a)(6)	Language in CMC § 14.72.080(D)(2)(f) was added to ensure no parking standards will be required on an ADU that is part of an application for a new primary residence that meets at least one other requirement in § 14.72.080(D)(2).
10	If the permitting agency denies an application for an ADU or JADU, requires the agency to return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.	§ 66320(b)	Language in CMC § 14.72.100(C)(1) was added to ensure these written comments are provided to the applicant upon denial of an ADU/JADU application.
11	If a JADU does not include its own bathroom, requires a JADU to include a separate entrance from the main entrance to the structure, and an interior entry to the main living area.	§ 66333(e)(2)	Language in CMC § 14.72.050(D) was added to ensure an interior entry to the main living area is included in JADUs without a separate bathroom.
12	Prohibits a local agency from denying an application for a permit to create a JADU due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the junior accessory dwelling unit.	§ 66336	Language in CMC § 14.72.035(D) was added to specify that existing nonconforming or unpermitted structures unrelated to JADU construction shall not be used as a reason to deny a JADU application.
13	Prohibits a local agency from denying a permit for an unpermitted ADU that was constructed before January 1, 2018, because, among other things, the unit is in violation of building standards or state or local standards applicable to ADUs, unless the local agency makes a finding that correcting the violation is necessary to protect the health	§ 66332	Language in CMC § 14.72.050(M)(3) was added to reflect this new date and allowance for permitting unpermitted ADUs.

	and safety of the public or occupants.		
14	Prohibits limits on front setbacks that do not permit the construction of at least an 800 square foot ADU, as specified.	§ 66321(b)(3)	Language in CMC § 14.72.055(A)(4) was added to include front setback exceptions to allow for ADUs of at least 800 square feet.

Table 2: Changes Implemented by AB 976, AB 1033, and AB 1332

	New State Law	Government Code	Change Proposed
1	AB 976 Prohibits owner occupancy requirements on ADUs.	§ 66315	Current language in CMC § 14.72.040 states that an owner occupancy requirement applies to ADUs permitted after 1/1/2025 "unless otherwise prohibited by state law." Language in CMC § 14.72.040 was removed and edited to clarify that there is no owner occupancy requirement for ADUs. An owner occupancy requirement for JADUs remains.
2	AB 1033 Allows local agencies to adopt an ordinance that would allow ADUs to be conveyed separately as condominiums, as specified.	§ 66340-66342	At the March 4, 2024 meeting, the Planning Commission recommended that the City not pursue separate conveyance at this time.
3	AB 1332 Requires local agencies to create a program for preapproval of ADU plans. Preapproved plans must be posted on the agency's website. Agencies must approve or deny ADU applications that utilize preapproved plans within 30 days of receiving a complete application.	§ 65852.27	Language was added to CMC § 14.72.100(E) to include the directive that the City maintain an ADU plan preapproval program and a 30-day review period for qualifying applications.

Table 3: Changes Recommended by Planning Commission and City Staff		
	Item	**Change Proposed**
1	Planning Commission: the height limit triggering privacy design standards in CMC § 14.72.060(F) does not align with the other height limits proposed in the Ordinance.	The height limit triggering privacy design standards in CMC § 14.72.060(F) was changed to 18 feet instead of 16 feet to match the height limit in § 14.72.060(C).
2	Planning Commission: language regarding fire sprinkler requirements is not consistent throughout Chapter 14.72.	Language regarding fire sprinklers in § 14.72.090(C)(8) was edited to match the fire sprinkler requirement in § 14.72.050(E).
3	City Staff: definition of "Special Accessory Dwelling Unit" does not contain broad enough description of where Special ADUs are permitted.	The definition of "Special Accessory Dwelling Unit" was amended in § 14.72.020(A) to clarify that Special ADUs are allowed on any property with an existing or proposed multi-family dwelling.
4	City Staff: Configurations permitted for a Special ADU and JADU on a single-family lot need clarification.	§ 14.72.090(A) was amended to clarify that a JADU shall always be allowed in addition to one Special ADU on a single-family lot.
5	City Staff: Government Code § 66324(c) exempts ADUs under 750 square feet from impact fees, including school impact fees, but § 14.72.100(H) states that school districts may levy impact fees on ADUs larger than 500 square feet.	§ 14.72.100(H) was removed.
5	City Staff: Ordinance should clarify that a Coastal Development Permit is not required for a JADU.	Text in § 14.72.110(F) was added to clarify that a Coastal Development Permit is not required for a JADU— only a building permit.
6	City Staff: SB 477, in effect March 25, 2024, reorganized State ADU/JADU law and created new Government Code sections. References to State ADU/JADU law in Chapter 14.72 need to be updated.	References to State ADU/JADU law in Chapter 14.72 were updated to reflect the new sections of the Government Code.
7	City Staff: Standardize capitalization and numerals throughout the Chapter.	The capitalization of "Accessory Dwelling Unit" and "Junior Accessory Dwelling Unit" was made consistent throughout Chapter 14.72. Numbers larger than 10 are provided as numerals instead of spelled out.

Attachment E

CMC Chapter 14.72, current ADU/JADU regulations

Chapter 14.72 ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS[1]

14.72.010 Purpose and intent.

The purpose of this chapter is to provide for processing requests for accessory dwelling units (ADU) and junior accessory dwelling units (JADU) within zone districts that permit residential uses, as defined in this chapter and chapters governing zone districts of Title 14. The need for these provisions is based on the following findings:

1. The adopted policy of the city is to encourage a range of housing types, designs, and costs to suit the varying needs and desires of the community in terms of income, family size, and physical ability within existing neighborhoods.
2. Opportunities for affordable housing for persons of low and moderate income are becoming increasingly scarce.
3. The shortage of low-and moderate-income housing opportunities is exacerbated by the lack of available rental units at a time when few rental units are being constructed. Thus, the existing rental stock needs to be preserved and new rental opportunities provided.
4. Accessory dwelling units have been a part of the city's housing stock and provide a valuable source of rental housing for persons of low and moderate income, particularly the elderly, students, and single-parent family households.
5. The establishment of clear objective development standards, consistent with applicable state law, including, but not limited to, Government Code Section 65852.2 or 65852.22 and the California Coastal Act, is required to reduce the time necessary to secure permits for accessory dwelling unit and junior accessory dwelling unit construction and to ensure that there will be no adverse effect on the public health, safety and welfare.
6. Expand opportunities to create additional housing to suit the spectrum of individual lifestyles and space needs, allow more efficient use of existing housing stock and public infrastructure, and provide a range of housing opportunities.
7. Allow accessory dwelling units and/or junior accessory dwelling units as an accessory use to a Primary residential unit, consistent with California Government Code Section 65852.2 or 65852.22 and the California Coastal Act, as applicable.
8. Promote accessory dwelling units and/or junior accessory dwelling units that are compatible with the surrounding neighborhood, cultural and historic resources, and historic districts; preserve the city's coastal resources including, but not limited to, environmentally sensitive habitats, public coastal access, and visual resources; promote long-term sustainability; contribute to a desirable living environment; and avoid risks to public safety associated with loss of life, property, and social dislocations resulting from identified coastal hazards, including flooding.

[1]Editor's note(s)—Ord. No. 758, §§ 3, 4, adopted Jan. 23, 2023, repealed the former Ch. 14-72, §§ 14.72.010—14.72.110, and enacted a new Ch. 14-72 as set out herein. The former Ch. 14-72 pertained to secondary dwelling units and derived from Ord. 593 § 3 (part), 2003.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.020 Definitions.

Chapter 14.08 (Definitions) apply to Chapter 14.72, unless they conflict with the definitions below. Where a conflict may occur, the definitions below shall apply and have the following meaning:

A. *Accessory dwelling unit.* An attached or a detached residential unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residential unit. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and be located on the same parcel that the primary residential unit is or will be situated. The following categories of accessory dwelling units are subject to specific development standards:

Accessory dwelling unit. Accessory dwelling units connected with an existing or proposed primary residential unit, with size, height, and setback standards as described in Section 14.72.055, (Development standards for accessory dwelling units). Up to one accessory dwelling unit and one junior accessory dwelling unit may be allowed on property where residential uses are permitted and has been developed, or will be developed concurrently with the accessory dwelling unit(s), subject to the provisions of this Chapter (14.72).

Special accessory dwelling unit. Specific types of accessory dwelling units, meeting specific criteria identified in Government Code Section 65852.2(e) that may be combined with a junior accessory dwelling unit with certain size, height, and setback standards described in Section 14.72.090, (Development standards for special accessory dwelling units). Further, special accessory dwelling units allow for more than one accessory dwelling unit on a property zoned for multiple family use. Such units are not subject to local zoning and development standards, but must meet building code and health and safety requirements.

An accessory dwelling unit also includes the following:

1. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.
2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

B. Carshare vehicle. A motor vehicle that is operated as part of a regional fleet by a public or private car sharing company or organization which provides hourly or daily car sharing service to its members.

C. Efficiency kitchen. A kitchen that includes at a minimum:

1. Appliances for cooking food and refrigeration, either built-in or countertop.
2. A sink for food preparation greater than twelve inches by twelve inches, excluding the sink located in the bathroom.
3. A food preparation counter.

D. *Existing floor area.* A legally permitted building constructed on the site with a final inspection or certificate of occupancy as of the date of application submittal, that conforms to current zoning standards or is legal nonconforming as to current zoning standards, in accordance with Section 14.08.270 (Floor Area, Gross) and Section 14.08.275 (Floor Area, Net).

E. *Junior accessory dwelling unit.* A unit that is no more than five hundred square feet in size and contained entirely within an existing or proposed single residential unit. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing or proposed single residential unit and includes an efficiency kitchen.

F. *Passageway.* A pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

G. *Primary residential unit.* The existing or proposed residential unit on a lot on which an accessory dwelling unit or junior accessory dwelling unit is permitted. The primary residential unit shall comprise one unit in either a dwelling, one family; dwelling, two family; dwelling, multiple; or mixed-use development (as those terms are defined in Section 14.08 (Definitions') of this title).

H. *Principal place of residence.* The residence where a property owner actually lives for the greater part of time, or the place where the property owner remains when not called elsewhere for some special or temporary purpose and to which the property owner returns frequently and periodically, as from work or vacation.

If multiple persons own the property as tenants in common or some other form of common ownership, a person or persons representing at least fifty percent of the ownership interest in the property shall reside on the property a majority of their time as their principal place of residence. Any person or persons who qualify for the homeowner's tax exemption under the California State Board of Equalization rules, may qualify as an owner occupant.

The burden shall be on the property owner to show that the primary residential unit, accessory dwelling unit, or junior accessory dwelling unit is the property owner's principal place of residence as evidenced by qualifying for the homeowner's tax exemption, voter registration, vehicle registration, or similar methods that demonstrate owner-occupancy as their principal place of residence.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.030 Where permitted.

A. *Accessory dwelling unit.* An accessory dwelling unit that conforms to the development standards of this section shall be permitted in any zone that allows residential use, located on a lot developed or proposed to be developed with one or more residential units, except as prohibited or restricted in subsection C below. An accessory dwelling unit that does not conform to the development standards of this section, may nonetheless be approved in accordance with the requirements of Section 14.72.060.H.2.

B. *Junior accessory dwelling unit.* A junior accessory dwelling unit may be permitted in any zone that allows residential use, and shall be located on a lot developed with an existing or proposed single residential unit, except as prohibited or restricted in subsection C below.

C. *Prohibited or restricted locations.*

1. Based on the final sea level rise vulnerability assessment and adaption plan identification of flooding hazards in the beach neighborhood overlay district and city local coastal plan objective S-4, proposed accessory dwelling units in the beach neighborhood overlay district, as defined in the ADU beach overlay district zoning map, shall be subject to discretionary review, as determined necessary by the community development director, or a director-appointed designee, to address and mitigate identified coastal hazards, including flooding, and coastal resource policy issues that address coastal access, in order to avoid risks to public safety associated with loss of life, property, and social dislocations.

2. Accessory dwelling units shall be permitted in locations that are consistent with coastal resource protection policies of the city's coastal land use plan, including, but not limited to, environmentally sensitive habitats; coastal access; and visual, recreational, and cultural resources.

3. No accessory dwelling unit or junior accessory dwelling unit shall be permitted in a formally designated area where water or sewer service is found to be inadequate by the Carpinteria Sanitary District or Carpinteria Valley Water District, as appropriate, or in a formally designated area where traffic flow

and public safety would be adverse impacted, as determined by the Carpinteria-Summerland Fire Protection District.

4. Unless prohibited or restricted by C.1 - C.4 of this subsection, applications for an accessory dwelling unit and/or junior accessory dwelling unit in the California Coastal Commission's appeals jurisdiction shall be permitted in accordance with Section 14.72.110.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.035 Unit configuration.

A. One accessory dwelling unit and/or one junior accessory dwelling unit shall be permitted on a lot in addition to the primary residential unit, pursuant to this chapter. However, multiple accessory dwelling units may be permitted in accordance with all the configuration requirements, development standards, and special procedures outlined in Section 14.72.090, Development standards for special accessory dwelling units.

B. An accessory dwelling unit may be permitted in the following configurations:

1. Incorporated entirely within an existing or proposed primary residential unit.

2. Incorporated entirely within an existing accessory building, including garages, located on the same lot as the primary residential unit.

3. Through conversion of a garage, carport or covered parking structure.

4. Attached to or increasing the size of an existing primary residential unit or attached accessory building located on the same lot as the primary residential unit.

5. Detached from and located on the same lot as the existing or proposed primary residential unit. An accessory dwelling unit that is attached to another detached accessory building, but not the primary residential unit, or is attached by a breezeway or porch, is considered detached.

C. Except as provided in Health and Safety Code Section 17981.12, Accessory Dwelling Units shall not be permitted within an existing nonconforming structure if the structure is nonconforming as to the coastal resource protection policies of the LCP.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.040 Sale, rental, and occupancy terms.

All accessory dwelling units and junior accessory dwelling units shall be subject to the following sale, rental, and occupancy terms:

A. *Not to be sold separately.* An accessory dwelling unit or junior accessory dwelling unit shall not be sold separately from the primary residential unit, subject to the provisions of Government Code Section 65852.26 and/or other provisions of state law that govern accessory dwelling unit and/or junior accessory dwelling unit sales.

B. *Deed restriction.* Prior to issuance of a permit for an accessory dwelling unit or junior accessory dwelling unit, the owner shall record a deed restriction with the county recorder and file the recorded deed restriction with the city, acknowledging the applicable use limitations consistent with this Section 14.72.040 or other applicable limitations in the Title 14 of the Carpinteria Municipal Code and city administrative policies applying to the applicable base zone district that shall run with the land.

C. *Rental terms.* The accessory dwelling unit or junior accessory dwelling unit may be rented as a residential unit. The accessory dwelling unit or junior accessory dwelling unit shall not be rented as a

short-term rental, as defined in Section 14.08.562 or for less than thirty-one consecutive days, whichever is more restrictive. Rental terms shall not allow termination of the tenancy prior to the expiration of at least one thirty-day period occupancy by the same tenant.

D. *Owner occupancy.* The following types of projects are subject to an owner occupancy requirement:

1. The property owner's principal place of residence requirement, upon the property where an accessory dwelling unit is permitted, shall not apply to accessory dwelling units approved between adoption of this Chapter 14.72 and January 1, 2025. The property owner's principal place of residency requirement shall apply to, an accessory dwelling unit permit issued after January 1, 2025, unless otherwise prohibited under state law, or upon repeal of Government Code Section 65852.2(a)(6)(B) removing the state-imposed prohibition of an owner occupancy requirement, whichever occurs first.

2. Where a junior accessory dwelling unit is located on a property, the burden shall be on the property owner to show that the primary residential unit, or junior accessory dwelling unit is the property owner's principal place of residence as evidenced by qualifying for the homeowner's tax exemption, voter registration, vehicle registration, or similar methods that demonstrate owner-occupancy. A property owner shall have only one principal place of residence for the purposes of this Chapter 14.72. Notwithstanding, owner occupancy shall not be required if the property owner is another governmental agency, land trust, or housing organization.

E. *Hardship waiver.* If owner occupancy is required in accordance with subsection D, Owner occupancy, the property owner may apply for a temporary waiver in the event of a hardship. For the purposes of this section, an event of a hardship includes, but is not limited to, the death or disability of the property owner, job transfer, or similar significant personal situation which prevents the property owner from occupying the owner's unit. A property owner or estate representative may apply for a temporary waiver of the owner-occupation requirement for a specific time period to allow the owner's unit to be occupied by a non-property owner until the cessation of the circumstances preventing the property owner from occupying the owner's unit on the property. The community development director shall review applications for an event of hardship waiver. Any such temporary waiver shall specify the period of time for which it is granted, provided that no such waiver may be granted for a period longer than three years.

F. *Removal of owner occupancy requirement.* With the exception of owner occupancy covenants, restrictions or conditions required to permit a junior accessory dwelling unit, the community development director will, in a form acceptable to the city attorney, release an owner occupancy requirement recorded against the property prior to adoption of this chapter upon the request of the property owner. No other covenants, restrictions or conditions required pursuant to this Title 14, and contained in the agreement recorded against the property shall be released, unless the community development director determines that the covenant, restriction or condition conflicts with California Civil Code section 714.3.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.050 Required features.

Each accessory dwelling unit or junior accessory dwelling unit shall contain, at a minimum, the following features:

A. *Residential elements.* Permanent provisions for separate residential occupancy must be provided as follows within the contiguous livable floor space of the accessory dwelling unit or junior accessory dwelling unit and must be independent from the primary residential unit, unless otherwise noted:

1. Provisions for cooking, including storage, countertop, sink, and electric outlets as required per Carpinteria Municipal Code, Title 15, Buildings and construction. A junior accessory dwelling unit may contain an efficiency kitchen.

2. A bathroom consisting of a toilet, sink, and bathtub or shower. A junior accessory dwelling unit may share sanitation facilities with the existing or proposed primary residential unit.

3. A separate sleeping room, except in studio residential units, where a living room is considered a sleeping room.

B. *Minimum floor area.* The minimum floor area for a new accessory dwelling unit is as follows:

1. Efficiency unit: One hundred fifty square feet.

2. Studio unit: Two hundred twenty square feet.

Such usable floor area shall be exclusive of open porches, garages, basements, cellars and unfinished attics. The minimum floor area for accessory dwelling units that are created by converting existing structures is one hundred fifty square feet.

C. *Exterior access.* Exterior access to the unit, that is independent from the primary residential unit must be provided. An accessory dwelling unit or junior accessory dwelling unit may provide an interior connection consisting of one fire-rated lockable door between the primary residential unit, but one is not required.

D. *Fire sprinklers.* Fire sprinklers are required only if they are required for the primary residential unit.

E. *Permanent foundation.* Attached and detached units shall be constructed with a city-approved permanent foundation in accordance with Chapter 15, Buildings and construction, of the Carpinteria Municipal Code.

F. *Property addresses.* Addresses identifying all residential units on the lot, with minimum three-and one-half-inch numbers plainly visible from the street or road fronting the property shall be provided.

G. *Utility fees.* An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

H. *Public sewer service.* Accessory dwelling units and junior accessory dwelling units shall comply with the sewer service requirements of the Carpinteria Sanitary District, including, but not limited to, advanced procurement of a sewer construction permit for exterior plumbing modifications or sewer lateral installation.

I. *Public water service.* Accessory dwelling units shall comply with the water service requirements of the Carpinteria Valley Water District, consistent with state law, including, but not limited to, Government Code Section 65852.2(f)(2)(A).

J. *Direct utility connection.* No direct new or separate utility connection, or related fees, shall be required between a public sewer or water service district and an accessory dwelling unit or junior accessory dwelling unit that is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure (including an expansion of not more than one hundred fifty square feet beyond the same physical dimensions as the existing structure.

K. *Passageway.* No passageway is required in conjunction with the construction of an accessory dwelling unit or junior accessory dwelling unit.

L. *Enforcement of building standards.* In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code, a local

agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code providing the accessory dwelling unit was built prior to January 1, 2020.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.055 Development standards for accessory dwelling units and junior accessory dwelling units.

A. *Development standards generally.* The development standards listed in this section apply to accessory dwelling units and junior accessory dwelling units, except for special accessory dwelling units permitted in accordance with all the configuration requirements, development standards, and special procedures outlined in Section 14.72.090, Standards for special accessory dwelling units.

1. The reductions and exceptions to the development standards normally applicable to residential development allowed in this section are for the express purpose of promoting the development and maintenance of an accessory dwelling unit and/or junior accessory dwelling unit on the lot. If for any reason the accessory dwelling unit is not maintained on the lot in conformance with this section, the lot shall be brought into compliance with all of the requirements for the residential development, or with the legal nonconforming condition of the lot prior to the development of the accessory dwelling unit, including, but not limited to, the requirements for open yard, setbacks, and covered parking.

2. Except as otherwise specified in this section, projects developed in accordance with this chapter shall otherwise comply with objective development standards applicable to an attached or detached accessory building or structure for the housing type and base zone in which the lot is located.

3. One primary residential unit shall be designated on a lot on which an accessory dwelling unit and/or junior accessory dwelling unit is permitted.

4. Notwithstanding Subsection B below or other local development standards for the base zone district that are not expressly prohibited by state law or reduced due to provisions in Section 14.72.030, any other minimum or maximum size for an accessory dwelling unit based upon a percentage of the proposed floor area or existing floor area, or limits on building coverage, floor area ratio, open space, or minimum lot size, for either attached or detached dwellings shall permit at a minimum: an eight hundred square foot accessory dwelling unit that is up to sixteen feet in height, with four-foot side and rear yard setbacks, constructed in compliance with all other local development standards.

B. *Maximum floor area.* The maximum floor area(s) for a standard accessory dwelling unit and junior accessory dwelling unit are as follows:

1. Attached accessory dwelling unit. An accessory dwelling unit that is attached to, and increasing the size of, the primary residential unit shall not exceed fifty percent of the existing floor area of the existing primary residential unit, and shall not exceed a maximum floor area of eight hundred square feet.

2. Converted accessory dwelling unit. An accessory dwelling unit that is incorporated entirely within an existing primary residential unit, or within an existing accessory building, is not limited in size.

3. Detached accessory dwelling unit. An accessory dwelling unit that is detached from the primary residential unit and may or may not be attached to another detached accessory building, including detached garages, shall not exceed the following maximum floor area based on lot size and number of bedrooms:

a. Lots up to fourteen thousand nine hundred ninety-nine square feet:

i. One-bedroom or studio units: Eight hundred fifty square feet.

ii. Two or more-bedroom units: One thousand square feet.

4. Junior accessory dwelling unit. The maximum floor area of a junior accessory dwelling unit shall not exceed five hundred square feet.

C. *Relationship to other floor area limitations.* The floor area of an accessory dwelling unit or junior accessory dwelling unit is included in any other floor area limitation in this Title that is applicable to an attached or detached accessory building for the housing type and in the base zone in which the lot is located.

1. Exception. The floor area of a detached accessory dwelling unit shall be excluded from the aggregate maximum lot coverage allowed for other detached accessory buildings, such as work or storage sheds.

D. *Building separation.* The minimum separation between the primary residential unit and a detached accessory dwelling unit shall be five feet.

E. *Front, side, and rear setbacks.* The following setbacks shall apply to new and converted standard accessory dwelling units approved pursuant to this section:

1. New construction. Newly constructed accessory dwelling units shall comply with the following setback standards:

a. Front setback: Meet the minimum front setback for residential structures of the base zone district.

b. Side and rear setback: Four feet in all zones except 4-R-1, which must maintain a minimum three feet of distance in the side yards.

2. Converted. No setback is required to convert the existing floor area of a principal or accessory building to an accessory dwelling unit.

3. Demolished or substantially redeveloped. No setback is required when an existing principal or accessory building is demolished or substantially redeveloped and converted to an accessory dwelling unit, provided that the new building is reconstructed in the same location and with the same dimensions and floor area as the existing building.

a. Exception for small conforming additions. One small one hundred fifty-square-foot conforming first floor addition may be permitted on a substantially redeveloped and converted accessory building that is nonconforming as to the front, side, or rear setbacks for accommodation of unit ingress and egress.

4. New construction combined with replacement of a nonconforming accessory structure. The construction of an accessory dwelling unit may be combined with the demolition and replacement of a detached accessory structure that is nonconforming as to the front, side, or rear setbacks if all of the following requirements are met:

a. The new accessory structure is reconstructed in the same location and with the same dimensions as the existing accessory structure; or

b. The accessory dwelling unit and any additions to the accessory structure shall conform with setbacks of this section; and

c. The new accessory structure shall comply with all applicable height and all other development standards of this section.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.060 Design review.

All accessory dwelling units or junior accessory dwelling units shall be subject to the following architectural design criteria as applicable to either new construction or exterior alterations, which shall be reviewed ministerially by the community development director or the director's designee. Design standards in the base zone district shall apply where they do not conflict with this section or state law. For purposes of this section, portions of a building or site considered to be the accessory dwelling unit shall include all of the contiguous interior livable floor area of the accessory dwelling unit and any exterior alterations directly attached to, and integral to, the livable floor area of the accessory dwelling unit.

A. *Prohibition of shiny roofing and siding.* New roofing and siding materials that are shiny, mirror-like, or of a glossy metallic finish are prohibited.

B. *Grading.* No more than thirty cubic yards of grading on slopes of less than fifteen percent.

C. *Height.* An accessory dwelling unit shall not exceed the following, whichever is greater:

1. Height of the primary residential unit;

2. Number of stories of the primary residential unit; or

3. Sixteen feet.

   This height limitation is not applicable to an accessory dwelling unit constructed above a garage; however, in no event shall the resulting building exceed the maximum height or number of stories allowed for a detached or attached accessory building in the zone.

4. Unless constructed over a garage, the new unit located in the front yard shall be:

   a. No more than one-story and sixteen feet in height; and

   b. Screened from the street by location or landscape, as viewed from the street.

D. Design. New detached or attached accessory dwelling units shall utilize the design of the primary residential unit regarding style, fenestration, materials, colors, and details if the accessory dwelling unit meets any of the following:

1. Attached to, or if any portion of the accessory dwelling unit is located within twenty feet of, the primary residential unit;

2. Two stories tall, or twelve feet or taller in building height;

3. Located in the front yard or visible from a public street or public place.

4. Located on a site on which there is a historical resource as follows:

   a. Listed on the National Register of Historic Places or the California Register of Historic Resources; or

   b. Designated as a city of Carpinteria Landmark or Structure of Merit.

E. *Front yard location.* The construction of a new detached accessory dwelling unit located in the front yard shall be subject to all of the following: The new accessory dwelling unit must be located a minimum of twenty feet back from all front lot lines, or meet the minimum front setback for the zone in which the lot is located, whichever is greater, providing setbacks do not preclude construction of a special accessory dwelling unit.

F. *Privacy standards.* The construction of an accessory dwelling unit where any portion of the proposed construction is either: two or more stories tall or sixteen feet or taller in building height, shall comply with the following:

1. Upper story unenclosed landings, decks, and balconies greater than twenty square feet, shall face the primary residential unit or the public right-of-way.

2. Upper story unenclosed landings, decks and balconies, that do not overlook the adjoining property due to orientation or topography, may be located at the minimum interior setback line if an architectural screening element such as enclosing walls, trellises, awnings or perimeter planters with an eight-foot minimum height is incorporated into the unenclosed landing, deck or balcony.

3. Upper story windows that face or overlook the adjoining property, located within fifteen feet of the interior lot lines, shall be installed with a minimum of seventy-two inches above finish floor.

G. *Solar access.* Newly constructed detached accessory dwelling units are subject to the energy code requirement to provide solar panels. The panels may be installed on the accessory dwelling unit or the primary residential unit. Accessory dwelling units that are constructed within existing space, or as an addition to existing homes, including detached additions where an existing detached building is converted from non-residential to residential space, are not subject to this requirement.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.070 Protection for historic resources.

No accessory dwelling unit or junior accessory dwelling unit shall be permitted if the proposal would cause a substantial adverse change in the significance of a historical resource that is listed or eligible for listing on the National Register of Historic Places, the California Register of Historical Resources, located in the downtown and Old Town District, or designated as a city of Carpinteria Landmark or Structure of Merit. The community development director shall make this determination by requiring additional information that the director determines is necessary, including, but not limited to, a historic resources report, to ensure that the proposal is consistent with city cultural and historic resource policies and as appropriate, the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.73.080 Parking standards.

Consistent with the requirements of the city's coastal land use plan policies, sufficient off-street parking must be provided for any new development and substantial redevelopment so as to avoid significant adverse impacts to public access to the shoreline and coastal recreation areas. Automobile parking, therefore, must be provided consistent with this section for lots developed with accessory dwelling units or junior accessory dwelling units, as follows:

A. *Beach neighborhood overlay district.* All required parking in the beach neighborhood overlay district shall be located based on:

1. The city's local coastal plan objective OSC-14 and policy OSC-14a, the city's final sea level rise vulnerability assessment and adaption plan identification of increasing coastal flood hazards in the beach neighborhood overlay district and given existing identified impeded traffic flow during flood events at neighborhood and Carpinteria State Beach parking lots.

2. The need to preserve coastal public access in this area, where specific vacation rental provisions are implemented under the LCP and high demand exists for coastal visitor-serving recreational opportunities, including coastal access parking.

Parking may be located and designed consistent with D.3 of this section.

B. *Primary residential units.* Automobile parking for the primary residential unit shall be provided in compliance with Chapter 14.54, except as provided below.

1. Special procedures for conversion or demolition of existing covered parking to an accessory dwelling unit. When an existing garage, carport, or other covered parking structure is converted to an accessory dwelling unit or a junior accessory dwelling unit or demolished in conjunction with the construction of the unit, the required covered parking spaces that are displaced by the conversion or demolition shall not be required to be replaced.

2. Nonconforming conditions. If the accessory dwelling unit and/or junior accessory dwelling unit is developed in accordance with all the requirements of this chapter, and is a special accessory dwelling unit eligible for approval, nonconforming parking shall not be required to conform to current parking standards for new floor area associated with the unit(s).

C. *Junior accessory dwelling units.* No automobile parking is required for junior accessory dwelling units.

D. *No parking required for certain dwelling units.* The following types of accessory dwelling units are not required to provide parking if it meets all of the following criteria:

1. The accessory dwelling unit is located outside of ADU beach neighborhood overlay district based on the final sea level rise vulnerability assessment and adaption plan science-based identification of coastal hazards in the beach neighborhood overlay district, that presently occur along the seaward side of Sandyland Road, and with increasing hazards that are projected to occur in the district due to estimated sea level rise of one to five feet, between the present and through 2100.

2. The accessory dwelling unit meets at least one of the following measures that will sufficiently reduce the demand for off-street parking:

   a. The accessory dwelling unit is located within a walking distance of one-half mile of an operational public transit stop, which shall include various means of transportation that charge set fees, run on fixed routes, and are available to the public; or

   b. The accessory dwelling unit is located within the downtown old town district; or

   c. The accessory dwelling unit is contained entirely within the permitted floor area of the existing primary residential unit or an existing accessory building; or

   d. When on-street parking permits are required but not offered to the occupants of the accessory dwelling unit; or

   e. When there is a carshare vehicle located within five hundred feet of the accessory dwelling unit.

3. All other accessory dwelling units shall provide parking as below:

   a. A minimum of one uncovered automobile parking space per unit or bedroom, whichever is less. Guest parking shall not be required for accessory dwelling units in any circumstance.

   b. The space may be provided as tandem parking on a driveway.

   c. Uncovered parking spaces may be located four feet from any interior lot line, provided a minimum of three feet in width of planting area is provided for the length of the paved parking area along the interior lot line.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.090 Development standards for special accessory dwelling units.

Special accessory dwelling units, as defined in Section 14.72.020(a), shall be allowed, consistent with state law, in accordance with either subsection A or B, below, and shall conform to the development standards of subsection C, below. Design standards of the base zone district shall apply where they do not conflict with this section or state law.

A. *Configuration—Dwelling, single family lots.* A lot developed with only one existing or proposed single residential unit, may permit one of the following types of special accessory dwelling units:

1. Converted portion of main building. Only one accessory dwelling unit and/or junior accessory dwelling unit contained entirely within the fully enclosed existing floor area of the existing or proposed primary residential unit; or

2. Converted accessory building. Only one accessory dwelling unit contained entirely within the fully enclosed existing floor area of a garage or other accessory building on the same lot as the primary residential unit, plus one hundred fifty-square-foot conforming first floor addition, if the addition is limited to accommodating ingress and egress; or

3. One unit—New construction. One newly constructed accessory dwelling unit, detached from any other main or accessory building; or

4. Two units—Combination. One junior accessory dwelling unit contained entirely within the existing, legally permitted, fully enclosed livable floor area of the existing or proposed primary residential unit, plus one newly constructed, accessory dwelling unit, detached from any other main or accessory building.

B. Configuration—Dwelling, multiple family lots. A lot developed with two or more residential units may permit one of the following types of special accessory dwelling units:

1. Converted non-livable space. At least one accessory dwelling unit, and up to twenty-five percent of the existing number of multifamily structures (structure containing multiple dwelling units) on a lot, may be converted into a special accessory dwelling unit on the lot, if contained entirely within portions of fully enclosed existing floor area of a residential structure that is not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages; or

2. Two units—New construction. No more than one newly constructed accessory dwelling unit, detached from any other main or accessory building, shall be allowed for lots with four of fewer units. For lots with greater than four units, no more than two newly constructed accessory dwelling units, detached from any other main or accessory building shall be allowed.

C. *Development standards generally.* The development standards listed in this section apply to specific types of special accessory dwelling units with certain size, height, and setback standards that, if followed, allow for a permit issued by the director of the community development department. Further, no lot coverage, floor area ratio, open space, or minimum lot size shall preclude the construction of a special accessory dwelling unit.

1. Maximum unit size. The maximum unit size of a special accessory dwelling unit shall be eight hundred square feet.

2. Height. The maximum height of a special accessory dwelling unit shall be sixteen feet.

3. Setbacks. Rear yard and side yard setbacks shall be a minimum of four feet.

4. Parking. Except for accessory dwelling units or junior accessory dwelling units located in beach neighborhood overlay district, which is subject to Section 14.72.080, Parking standards, no replacement or additional parking shall be required.

5. Nonconformity. Correction of any existing or created nonconformity shall not be required, except that special accessory dwelling units shall not be allowed in buildings or structures that are nonconforming as to coastal resource protection policies or development standards of the LCP.

6. Rental term. No unit shall be rented for thirty days or less.

7. Fire sprinklers. Fire sprinklers are required in units where required for the primary residence.

8. Density. Units shall not be calculated as part of general plan/coastal land use plan density calculations.

9. Ownership occupancy. Special accessory dwelling units and junior accessory dwelling units shall conform to owner occupancy terms as defined in Section 14.72.040(D).

D. *Development standards for conversion of existing or proposed primary single-family residence or accessory structure into a special accessory dwelling unit.*

Except for accessory dwelling units located in beach neighborhood overlay district, which is subject to Section 14.72.080, Parking standards, no size limitation, height, setback, lot coverage, design review, landscape, or other development standard shall be required. The proposed unit shall be required to obtain a building permit.

E. Any reductions and exceptions in this section are for the express purpose of promoting the development and maintenance of a special accessory dwelling unit or junior accessory dwelling unit on the lot. If for any reason the accessory dwelling unit or junior accessory dwelling unit is no longer maintained on the lot, the lot shall be brought into compliance with all of the requirements for the remaining residential development, or with the legal nonconforming condition of the lot prior to the development of the accessory dwelling unit or junior accessory dwelling unit.

F. Applications utilizing the special accessory dwelling unit standards described in this section may not utilize the less restrictive configuration, size, and height standards allowed under another section to achieve a larger unit or more than one unit.

G. Except as otherwise specified in this section, special accessory dwelling units developed in accordance with this chapter shall otherwise comply with the development standards applicable to the housing type and base zone district in which the lot is located and all applicable state and local building codes.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.100 Processing requirements.

All accessory dwelling units and junior accessory dwelling units shall comply with applicable state and local building codes and shall require approval of either a coastal development permit without public hearing and a building permit, or an appealable coastal development permit and a building permit for units located within the zones governed by the California Coastal Commission Appeals Jurisdiction.

A. *Residential density.* An accessory dwelling unit or junior accessory dwelling unit is a residential use that is consistent with the existing coastal land use plan designation and zoning for lots within the allowable residential zones. Any accessory dwelling unit or junior accessory dwelling unit permitted pursuant to this section does not exceed the allowable density for the lot upon which the accessory dwelling unit or junior accessory dwelling unit is located.

B. *Combined permits.* If a permit application for an accessory dwelling unit or junior accessory dwelling unit is submitted at the same time as a permit application for a new single-unit dwelling, review of the permit for the accessory dwelling unit or junior accessory dwelling Unit application shall be delayed until the permit for the single-unit dwelling has been approved.

C. *Permit approval.* Except for applications to create an accessory dwelling unit or a junior accessory dwelling unit in the beach neighborhood overlay district, where the city determines that discretionary review is required, the city shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within sixty days from the date a complete application is submitted, if an existing primary residence or multifamily dwelling exists on the lot and the proposed accessory dwelling unit or junior accessory dwelling unit conforms to all applicable objective development standards of this chapter. If an applicant requests a delay, the application shall be deemed approved unless the city provides the applicant with notice within the sixty-day period that the application implicates Coastal Act/LCP policies such that it requires further review.

D. *Building permit approval.* The city shall ministerially approve or disapprove a complete building permit application for an accessory dwelling unit or junior accessory dwelling unit in compliance with time periods established by state law, following any applicable coastal development permit approvals.

E. *Exemption for public improvements.* No public improvements shall be required for the creation or conversion of an accessory dwelling unit or junior accessory dwelling unit.

F. *Impact fees.* Accessory dwelling units up to seven hundred fifty square feet are exempt from impact fees. Accessory dwelling units that are seven hundred fifty square feet or larger may be charged impact fees but only such fees that are proportional in size (by square foot) to those for the primary dwelling. In no event shall junior accessory dwelling units be charged impact fees.

G. *School impact fees.* School districts may levy impact fees for accessory dwelling units greater than five hundred square feet. Such fees should be based on city and school district coordination and evaluation, and findings of a district prepared nexus study to determine any appropriate fees necessary to ensure the adequacy of school facilities.

H. *Recorded agreement.* Before obtaining a building permit for an accessory dwelling unit or junior accessory dwelling unit, the property owner shall execute an agreement, containing a reference to the deed under which the property was acquired by the present owner which outlines the requirements regarding the sale, rental, and owner occupancy of lots developed with accessory dwelling units and junior accessory dwelling units as specified in Section 14.72.040 of this chapter and other applicable limitations in the Title 14 of the Carpinteria Municipal Code and city administrative policies applying to the applicable base zone district that shall run with the land.

I. *Recorded deed restriction.* As a condition of coastal permit approval for new development in the ADU beach neighborhood overlay district, and as required by the city zoning code and other applicable laws, ordinances, policies, practice and/or procedures, the city may require that an applicant record a deed restriction on the property to acknowledge and agree to certain conditions, including, but not limited to: 1) that the development is located in a hazardous area, or an area that may become hazardous in the future; 2) to assume the risks of injury and damage from such hazards in connection with the permitted development; 3) to unconditionally waive any claim of damage or liability against the city of Carpinteria and coastal commission, if the property is appealed, its officers, agents, and employees with respect to approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards; 5) that they have no rights under Coastal Act Section 30235 and related LCP policies to shoreline armoring in the future; 6) that sea level rise could render it difficult or impossible to provide services to the site (e.g., maintenance of roadways, utilities, sewage or water systems), thereby constraining allowed uses of the site or rendering it uninhabitable;

7) that the boundary between public land (tidelands) and private land may shift with rising seas, the structure may eventually be located on public trust lands, and the development approval does not permit encroachment onto public trust land; 8) any future encroachment must be removed unless the coastal commission determines that the encroachment is legally permissible pursuant to the Coastal Act and authorizes it to remain, and any future encroachment would also be subject to the state lands commission's (or other trustee agency's leasing approval; and 9) that the structure may be required to be removed or relocated and the site restored if it becomes unsafe or if removal is required.

(Ord. 758, §§ 3, 4, 1-23-2023)

14.72.110 Authority to review.

A. *Coastal commission permit jurisdiction.* Notwithstanding other permit and appeal provisions of this chapter, development proposals which are located on lands identified as tidelands, submerged lands or public trust lands as identified on the Post-LCP Certification Permit and Appeal Jurisdiction Map, City of Carpinteria, adopted by the coastal commission, shall require a coastal development permit from the coastal commission pursuant to California Public Resources Code Section 30519(b). Upon submittal to the city of an application for a coastal development permit, the community development director shall notify the applicant and the coastal commission of the determination that the project is within the retained permit jurisdiction of the coastal commission, and therefore, a state coastal development permit issued by the coastal commission is required for the development. In conjunction with the city's review and decision on the development in accordance with the requirements of this chapter and other city codes, the city shall also make a recommendation to the coastal commission regarding the development's conformance with the certified local coastal program, including this chapter. The city's determination of development conformance with the objectives and requirements of the local coastal program shall be advisory only and not a final action under this chapter. Development shall not proceed until the coastal commission grants a coastal permit for such a development.

B. *Coastal commission appeals jurisdiction.* Where an appealable coastal development permit is required pursuant to Section 14.48 of this title, the authority to review an application for a coastal development permit is designated to the community development director or the director's designee. In the appealable area, decisions of the director or the director's designee may be appealed to the coastal commission in accordance with Section 14.48. Actions on applications to construct accessory dwelling units within these areas shall be consistent with the provisions of the applicable zone and the policies and development standards of the city of Carpinteria's certified local coastal program and Chapter 3 of the California Coastal Act.

C. Discretionary review with appeals (ESHA and beach neighborhood overlay district.) Applications to create an accessory dwelling unit or a junior accessory dwelling unit in beach neighborhood overlay district, where the community development director or the director's designee determines that discretionary review is required, shall be processed with a coastal development permit, that may be appealed in accordance with section 14.78 of this chapter.

D. *Coastal development permits without discretionary review.* When a proposed accessory dwelling unit or junior accessory dwelling unit is not a special accessory dwelling unit and is located outside the coastal commission appeals jurisdiction, the beach neighborhood overlay district, and/or an environmentally sensitive habitat area, a coastal development permit application shall be required and the application shall be reviewed and approved by the community development director, or the director's designee, without a public hearing in accordance with Government Code Section 65852.2. The decision of the community development director, or the director's designee shall not be appealable and constitute the final action of the city.

E. Administrative coastal development permit for special accessory dwelling units. When a special accessory dwelling unit is proposed in conformance with 14.72.090 of this section and is located outside the coastal commission appeals jurisdiction, the beach neighborhood overlay district, and/or an environmentally sensitive habitat area, such unit shall be issued an administrative coastal development permit by the community development director or the director's designee without a public hearing in accordance with Government Code Section 65852.2 and not be appealable and constitute the final action of the city.

F. *Building permits for junior accessory dwelling units.* When a junior accessory dwelling unit is completely within the footprint of a single-family residence and is located outside the coastal commission appeals jurisdiction and/or the beach neighborhood overlay district, such unit shall be required to obtain a building permit to ensure compliance with building code and health and safety standards.

(Ord. 758, §§ 3, 4, 1-23-2023)

Attachment F

Draft CEQA Notice of Exemption

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93011

From: (Public Agency): City of Carpinteria
5775 Carpinteria Ave
Carpinteria, CA 93013
(Address)

Project Title: Ordinance No. 778 Amending Smoking Regulations

Project Applicant: City of Carpinteria, Community Development Department

Project Location - Specific:

Citywide

Project Location - City: Carpinteria Project Location - County: Santa Barbara

Description of Nature, Purpose and Beneficiaries of Project:

Ordinance No. 778, amending Chapter 8.52 (SMOKING REGULATIONS) of the Carpinteria Municipal Code to, among other changes, regulate smoking in multi-unit housing developments, and update requirements for tobacco retail signage and smoking prohibitions in hotels in accordance with State law

Name of Public Agency Approving Project: City of Carpinteria

Name of Person or Agency Carrying Out Project: City of Carpinteria, Community Development Department

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: 15060(c)(2), 15060(c)(3), 15061(b)(3)

Reasons why project is exempt:

Ordinance No. 778 regulates smoking in the City. It is exempt from review under Section 15060(c)(2), which applies where an activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; Section 15060(c)(3), which applies where an activity is not a "project" as defined in Section 15378 of the CEQA Guidelines; and Section 15061(b)(3), which applies where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Lead Agency Contact Person: Mindy Fogg Area Code/Telephone/Extension: 805-755-4408

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ▪ Yes ☐ No

Signature: _____ Date: _____ Title: _____

▪ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Attachment G

Planning Commission staff report for March 4, 2024

PLANNING COMMISSION STAFF REPORT

MEETING DATE: March 4, 2024

ITEM FOR CONSIDERATION

Proposed Amendments to Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) Ordinance

PROJECT 23-2231-ORD/LCPA

A report on proposed amendments to the City's Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) Ordinance, codified as Carpinteria Municipal Code, Title 14, Chapter 14.72, to implement recent State of California (State) enactment of housing laws to promote development of ADUs and JADUs. The presentation will provide an overview of changes imposed by recent State legislation, proposed new ordinance language, and components that involve General Plan and Coastal Land Use Plan policy consistency. City Staff is seeking Planning Commission review of proposed ordinance language, and a recommendation to City Council regarding adoption.

Report prepared by: Megan Musolf, Assistant Planner
Community Development Department

Megan Musolf
SIGNATURE

Reviewed by: Nick Bobroff, Director
Community Development Department

SIGNATURE

I. RECOMMENDATION

1. That the Planning Commission recommend that the City Council adopt the proposed Ordinance (Attachment A), amending Title 14 – Zoning, Chapter 14.72 of the Carpinteria Municipal Code to implement changes reflecting State ADU and JADU law.

2. That the Planning Commission recommend that the City Council determine that the proposed Ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17, which states that CEQA does not apply to adoption of an Accessory Dwelling Unit ordinance to implement the provisions of State Government Code Section 65852.2.

3. That the Planning Commission recommend that the City Council determine that the proposed Ordinance is categorically exempt from review under CEQA pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14) Section 15303, New Construction or Conversion of Small Structures, which includes "a second dwelling unit in a residential zone."

II. EXECUTIVE SUMMARY

This report provides an overview to the Planning Commission on proposed amendments to the Carpinteria Municipal Code ("CMC"), Title 14 - Zoning, Chapter 14.72 - Accessory Dwelling Units and Junior Accessory Dwelling Units, that would implement recent state housing laws which promote development of Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs"), as well as clarify some existing language, fix errors, and implement Program 2 from the City's 2023-2031 Housing Element. The presentation will provide an overview of changes imposed by Senate Bill ("SB") 897, Assembly Bill ("AB") 2221, AB 976, AB 1033, and AB 1332; propose new Ordinance language; evaluate Coastal Act consistency; and provide Staff's recommendations. City Staff is seeking Planning Commission review of proposed ordinance language.

III. DISCUSSION

Background

State ADU law allows[1] local jurisdictions to apply local development standards to ADUs and JADUs when (1) those standards are adopted by local ordinance, and (2) the ADUs/JADUs do not conform to the requirements of Government Code section 65852.2(e).[2] ADUs and JADUs are allowed in zone districts where residential and multifamily units are allowed, and may be subject to zoning regulations of the base zone district that are objective and consistent with State law.

In January 2023, City Council approved Ordinance No. 758, which rescinded and replaced in its entirety Chapter 14.72 of the Carpinteria Municipal Code (CMC), and minorly amended other chapters, in compliance with State laws regarding ADUs and JADUs. A copy of CMC Chapter 14.72, which reflects the City's current ADU and JADU regulations, is included with this report as Attachment B. Since adoption of Ordinance No. 758, a total of 25 ADUs and 5 JADUs have been applied for, with 11 of those as of February 28, 2024 having completed all necessary reviews and obtained their respective building permits.

The State legislature continues to identify the production of ADUs and JADUs as an important tool to increase infill housing production, and continues to make further refinements to ADU and JADU law in an effort to support broader production of ADUs and JADUs statewide. Accordingly, in September 2022, the State legislature passed and the Governor signed into law SB 897 and AB 2221, which further amended state requirements for local government regulation of ADUs and JADUs. Again, in September 2023, the State legislature passed and the Governor signed into law AB 1033, AB 976, and AB 1332, further amending State laws relating to ADUs.

Over the past several years, the state legislature has passed a flurry of housing laws with the goal of increasing housing affordability and availability, an objective shared by the City. In an effort to do so, however, the state has increasingly eroded local agencies' ability to regulate residential development, including ADUs. For example, the recently adopted SB 897 and AB 2221 increase the size and scope of ADUs that local agencies must allow under certain conditions, further streamline the permitting process for certain types of ADUs or JADUs, and further limit the circumstances under which an

[1] Gov. Code, § 65852.2 (a)–(d).
[2] ADUs that conform to Government Code section 65852.2(e) are categorized as "Special ADUs" under CMC Chapter 14.72.

application for an ADU or JADU may be denied. These laws also require that local agency ordinances apply objective standards to ADUs and JADUs. Charts detailing how recent changes to state ADU/JADU law affect the City's current ADU/JADU regulations are included below.

Approach and Steps to Amend the ADU/JADU Ordinance

Staff have completed a draft of the proposed Ordinance that would amend Chapter 14.72 to incorporate recent changes to State law as identified in Tables 1 and 2, below. The draft Ordinance is provided as Attachment A. The draft Ordinance has been shared with California Coastal Commission ("CCC") staff for their review and input to ensure consistency with the California Coastal Act ("Coastal Act"). Early review by CCC staff can help to streamline the Local Coastal Plan Amendment ("LCPA") process, with the goal of seeking a "de minimis" waiver for final CCC certification. After Planning Commission's review and initial CCC feedback, Staff will make any changes needed, and then bring the draft Ordinance to the City Council for consideration upon a first reading. Pending City Council adoption at first reading, the ordinance will be sent to CCC and the Department of Housing and Community Development ("HCD") for their respective review and certification. Barring any major changes by CCC and/or HCD, the ordinance would then return to City Council for second reading and final adoption.

Summary of Changes to State Law and Proposed Changes to City Ordinance

Table 1: Changes Implemented by SB 897 and AB 2221

	New State Law	Government Code	Change Proposed[3]
1	Requires that the standards imposed on ADUs and JADUs be objective. Such standards include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources. Excludes imposing requirements on minimum lot size. Defines "objective standards" as "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal."	§ 65852.2(a)(1)(B)(i) and 65852.2(j)(7).	Language in CMC § 14.72 currently meets the requirement to impose objective standards on ADUs/JADUs. All language added to or revised in CMC § 14.72 must also adhere to this requirement.
2	Prohibits denial of ADU permit applications due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to	§ 65852.2(d)(2).	Proposed language added to CMC § 14.72.035(D) to specify that existing nonconforming or unpermitted structures

[3] CMC citations in this column refer to Chapter 14.72 as proposed in Attachment A.

	public health and safety and are not affected by the construction of the ADU.		unrelated to ADU construction shall not be used as a reason to deny an ADU application.
3	If a detached garage is being demolished and replaced by an ADU, requires local agency to review and issue a demolition permit for the garage at the same time as it reviews and issues the permit for the ADU (within 60 days).	§ 65852.2 (a)(4)	Language in CMC § 14.72.100(D) was added to include a concurrent garage demolition permit as specified.
4	Increases the maximum height limitation to 18 feet if the ADU is located within 0.5 mile walking distance of a major transit stop or a high-quality transit corridor, or if the ADU is detached and on a lot that has an existing multifamily, multistory dwelling.	§ 65852.2(c)(2)(D)(ii-iii).	Height requirements throughout CMC Chapter 14.72 must be changed from 16 feet to 18 feet for ADUs within 0.5 mile walking distance of a major transit stop or a high-quality transit corridor, and for ADUs detached and on a lot that has an existing multifamily, multistory dwelling. Staff recommends height limits be increased from 16 feet to 18 feet citywide. See discussion on height, below, for further details.
5	Increases the maximum height limitation to 25 feet if the ADU is attached to a primary dwelling. ADUs exceeding two stories are not required to be permitted.	§ 65852.2(c)(2)(D) (iv).	See discussion on height below. Height requirements throughout CMC Chapter 14.72 must be changed from 16 to 25 feet for ADUs attached to a primary dwelling.
6	Provides that the construction of an ADU does not constitute a Group R occupancy change under the local building code, except as found by an enforcement agency.	§ 65852.2(a)(1)(D)(viii).	Language in CMC § 14.72.050(M) was added to ensure the construction of an ADU does not constitute a Group R occupancy change under the local building code, except as found by an enforcement agency.

7	Prohibits the construction of an ADU from triggering a requirement that fire sprinklers be installed in the existing primary dwelling.	§ 65852.2(a)(1)(D)(xii).	Language in CMC § 14.72.050(E) was amended to clarify that ADU construction will not trigger a requirement for fire sprinklers in the main residence.
8	Prohibits a local agency from rejecting an application for an ADU because the existing multifamily dwelling exceeds applicable height requirements or has a rear or side setback of less than 4 feet. If the existing multifamily dwelling exceeds applicable height requirements or has a rear or side setback of less than 4 feet, a local agency is prohibited from requiring any modification to the existing multifamily dwelling to satisfy these requirements.	§ 65852.2(e)(1)(D)(ii).	Language in CMC § 14.72.090(C)(6) was added to clarify that an existing multifamily dwelling that exceeds applicable height limits or that does not meet minimum setbacks is not grounds for rejection of an application for an ADU, and that modifications to the existing multifamily dwelling cannot be required to satisfy these requirements.
9	Prohibits a local agency from imposing any parking standards on an ADU that is included in an application to create a new single-family dwelling unit or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit meets other specified requirements.	§ 65852.2(d)(1)(F).	Language in CMC § 14.72.080(D)(2)(f) was added to ensure no parking standards will be required on an ADU that is part of an application for a new primary residence that meets at least one other requirement in § 14.72.080(D)(2).
10	If the permitting agency denies an application for an ADU or JADU, requires the agency to return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.	§ 65852.2(a)(3)(B).	Language in CMC § 14.72.100(C)(1) was added to ensure these written comments are provided to the applicant upon denial of an ADU/JADU application.

11	If a JADU does not include its own bathroom, requires a JADU to include a separate entrance from the main entrance to the structure, and an interior entry to the main living area.	§ 65852.22(a)(5)(B).	Language in CMC § 14.72.050(D) was added to ensure an interior entry to the main living area is included in JADUs without a separate bathroom.
12	Prohibits a local agency from denying an application for a permit to create a JADU due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the junior accessory dwelling unit.	§ 65852.22(d).	Language in CMC § 14.72.035(D) was added to specify that existing nonconforming or unpermitted structures unrelated to JADU construction shall not be used as a reason to deny a JADU application.
13	Prohibits a local agency from denying a permit for an unpermitted ADU that was constructed before January 1, 2018, because, among other things, the unit is in violation of building standards or state or local standards applicable to ADUs, unless the local agency makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants.	§ 65852.23(a).	Language in CMC § 14.72.050(M)(3) was added to reflect this new date and allowance for permitting unpermitted ADUs.
14	Prohibits limits on front setbacks that do not permit the construction of at least an 800 square foot ADU, as specified.	§ 65852.2(c)(2)(C).	Language in CMC § 14.72.055(A)(4) was added to include front setback exceptions to allow for ADUs of at least 800 square feet.

Table 2: Changes Implemented by AB 976, AB 1033, and AB 1332

	New State Law	Government Code	Change Proposed
1	AB 976 Prohibits owner occupancy requirements on ADUs.	§ 65852.2(a)(8)	Current language in CMC § 14.72.040 states that an owner occupancy requirement applies to ADUs permitted after 1/1/2025 "unless otherwise prohibited by state law." Language in CMC § 14.72.040 was removed and edited to clarify that there is no owner occupancy requirement for ADUs. An owner occupancy requirement for JADUs remains.

2	AB 1033 Allows local agencies to adopt an ordinance that would allow ADUs to be conveyed separately as condominiums, as specified.	§ 65852.2(a)(10)	At the discretion of City decision makers, language in CMC § 14.72.040(A) could be added to allow the separate sale of ADUs (not JADUs) and the primary residence as condominiums. Staff is not recommending adoption of this change. See separate conveyance discussion, below, for more details.
3	AB 1332 Requires local agencies to create a program for preapproval of ADU plans. Preapproved plans must be posted on the agency's website. Agencies must approve or deny ADU applications that utilize preapproved plans within 30 days of receiving a complete application.	§ 65852.27	Language was added to CMC § 14.72.100(E) to include the directive that the City maintain an ADU plan preapproval program and a 30-day review period for qualifying applications.

Minor "clean-up" edits are also included in the draft ordinance (Attachment A) to increase the clarity of ordinance language or to correct minor errors in the existing ordinance, including but not limited to the following:

- The capitalization of "Accessory Dwelling Unit" and "Junior Accessory Dwelling Unit" was made consistent throughout Chapter 14.72.
- The definition of "Special Accessory Dwelling Unit" was amended in Section 14.72.020(A) to clarify that Special ADUs are allowed on any property with an existing or proposed multi-family dwelling.
- Section 14.72.090(A) was amended to clarify that a JADU shall always be allowed in addition to one Special ADU on a single-family lot.
- Text in section 14.72.090(C) was added to clarify the minimum allowed square footage of a Special ADU.
- Text in Section 14.72.110(F) was added to clarify a Coastal Development Permit is not required for a JADU— only a building permit.

IV. ENVIRONMENTAL

The proposed Ordinance is statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.17, which states that CEQA does not apply to adoption of an Accessory Dwelling Unit ordinance to implement the provisions of State Government Code Section 65852.2. The proposed Ordinance can also be found categorically exempt from review under CEQA pursuant to CEQA guidelines Section 15303, New Construction or Conversion of Small Structures, which includes "a second dwelling unit in a residential zone." The draft Notice of Exemption is provided as Attachment D.

Although the ADU and JADU Ordinance is exempt from CEQA, the Ordinance contains provisions that may require discretionary review for individual ADU projects, which could subject projects to CEQA analysis on a case-by-case basis. This limited application of discretionary review includes ADU and JADU applications in the Beach Neighborhood Overlay District (as noted in Section 14.72.030 and 14.72.110) and/or in the Coastal Appeals Overlay District (Chapter 14.48).

V. ANALYSIS

Consistency with the California Coastal Act.

The City's ADU/JADU regulations require compliance with both State ADU/JADU laws and the Coastal Act, given that the City is located entirely within the Coastal Zone. While many public planning agencies outside of the Coastal Zone are implementing State ADU laws by updating their housing programs or defaulting to the State's requirements, local jurisdictions located wholly or partially within the Coastal Zone must also ensure compliance with state and locally certified coastal policies. The proposed amendments to the City's ADU/JADU regulations aim to implement recently passed State housing laws that address acceleration of ADU and JADU housing production. Where actions may result in conflict with coastal resource policies, those that are most protective of significant coastal resources shall be prioritized (Pub. Res. Code § 30007.5).

Much of the effort to harmonize coastal resource policies and state ADU/JADU law was accomplished during the last round of updates to the City's ADU/JADU ordinance, which went into effect in February 2023. The City's current ADU/JADU regulations create a discretionary review process for ADUs/JADUs proposed in the Beach Neighborhood Overlay District (map provided as Attachment C), at the determination of the Community Development Director or his/her designee. This allows for more careful consideration of coastal resources and related issues such as flood hazards, sea level rise, and public coastal access. The contemplated changes summarized in Tables 1 and 2, above, do not result in significant changes to the City's current ADU/JADU policies that would negatively impact coastal resources. Considering that the prior round of updates to the City's ADU/JADU ordinance included much more intensive changes to City regulations and was certified by the CCC as a de minimis LCPA, the current proposed changes to the ordinance are unlikely to be found at odds with state or local coastal resource protection policies, and CCC staff has indicated that the proposed subject amendments would likely thus qualify for a "de minimis" waiver.

Consistency with the 2023-2031 Housing Element

A key program in the City's recently adopted 2023-2031 Housing Element is to support and facilitate the development of ADUs—more specifically, the City's objective is to facilitate the construction of at least 112 ADUs citywide during the Housing Element's planning period. Production of ADUs aligns with the Housing Element's goals of providing affordable units in already-developed areas, as ADUs are generally more affordable due to their size and location. ADUs create "gentle density," where the character of a neighborhood remains similar but additional housing units are added. For the 2023-2031 Regional Housing Needs Assessment ("RHNA") allocation, the City must plan for 901 additional housing units from 2023 to 2031. Increasing ADU production by broadening the circumstances under which an ADU can be accommodated can help satisfy a larger amount of the City's RHNA allocation and would thereby reduce the number of units that would otherwise need to be accommodated elsewhere in the City. Housing Element Program 2, Accessory Dwelling Units,

describes how the City will encourage and facilitate ADU development to add housing units to these areas. It notes that the City will review its ADU policies throughout the planning period, and take action when changes in State law prompt local ordinance revisions. Keeping the City's ADU/JADU ordinance up to date with State law will help ensure current incentives and allowances are available to property owners to promote ADU development.

Program 2 also states that the City will "offer incentives such as fast-track processing and reduced processing fees when ADUs are voluntarily deed-restricted for low- or moderate-income persons." To make progress toward implementing Program 2, staff intends to introduce a Resolution to the City Council for consideration that would grant such incentives to qualified ADU applicants. Staff is seeking the Commission's input on potential incentives, and the Commission may wish to consider the following items:

- Resolution No. 5238, adopted by the City Council in 2010, reduced Development Impact Fees by 50% for housing projects providing 100% affordable units. Similarly, the City could offer a 50% reduction of building permit fees for deed-restricted affordable ADUs and/or JADUs. The discount could be set on a sliding scale, where, for example, very low-income units are given a larger discount than low- or moderate-income units.
- JADUs have an owner occupancy requirement and may provide less space and fewer amenities than an ADU, and the Commission may decide to suggest incentives accordingly.
- Deed-restricting an ADU to lower-income rental rates limits the owner's return on investment for the duration of the restriction. A shorter minimum qualifying duration of an affordability deed restriction may strengthen the incentive.
- ADUs receiving incentives during the permitting process could be subject to vacancy requirements, ensuring the affordable ADU is consistently occupied by lower-income residents.
- The City could offer a more streamlined application process, such as 30 days instead of the current 60, for deed-restricted ADUs.
- The Commission may wish to consider whether ADUs on single- versus multi-family lots should be incentivized differently and how incentives might differ.

Implementing Height Limitations

The adoption of SB 897 added two additional regulations concerning the allowed height of ADUs, as noted in Table 1, above, increasing the maximum allowed height to 18 or 25 feet if certain criteria apply. Notably, if an ADU is located within ½ mile walking distance of a major transit stop, State law requires a height limit of up to 18 feet. Staff recommends raising the citywide "baseline" ADU height limit from 16 to 18 feet, considering that a significant portion of the City is located within ½ mile walking distance of a major transit stop—the Amtrak station (see Figure 1 below). This would simplify language in Chapter 14.72.060, and a new provision for the 25-foot height limit for attached ADUs would still be added to comply with State law. Under Chapter 14.72 currently, ADUs can exceed 18 feet in height if the height of the primary residential unit is over 18 feet. In all zone districts which allow ADUs, the height limit is 30 feet. The Commission may provide feedback to Staff regarding the implementation of height regulations.

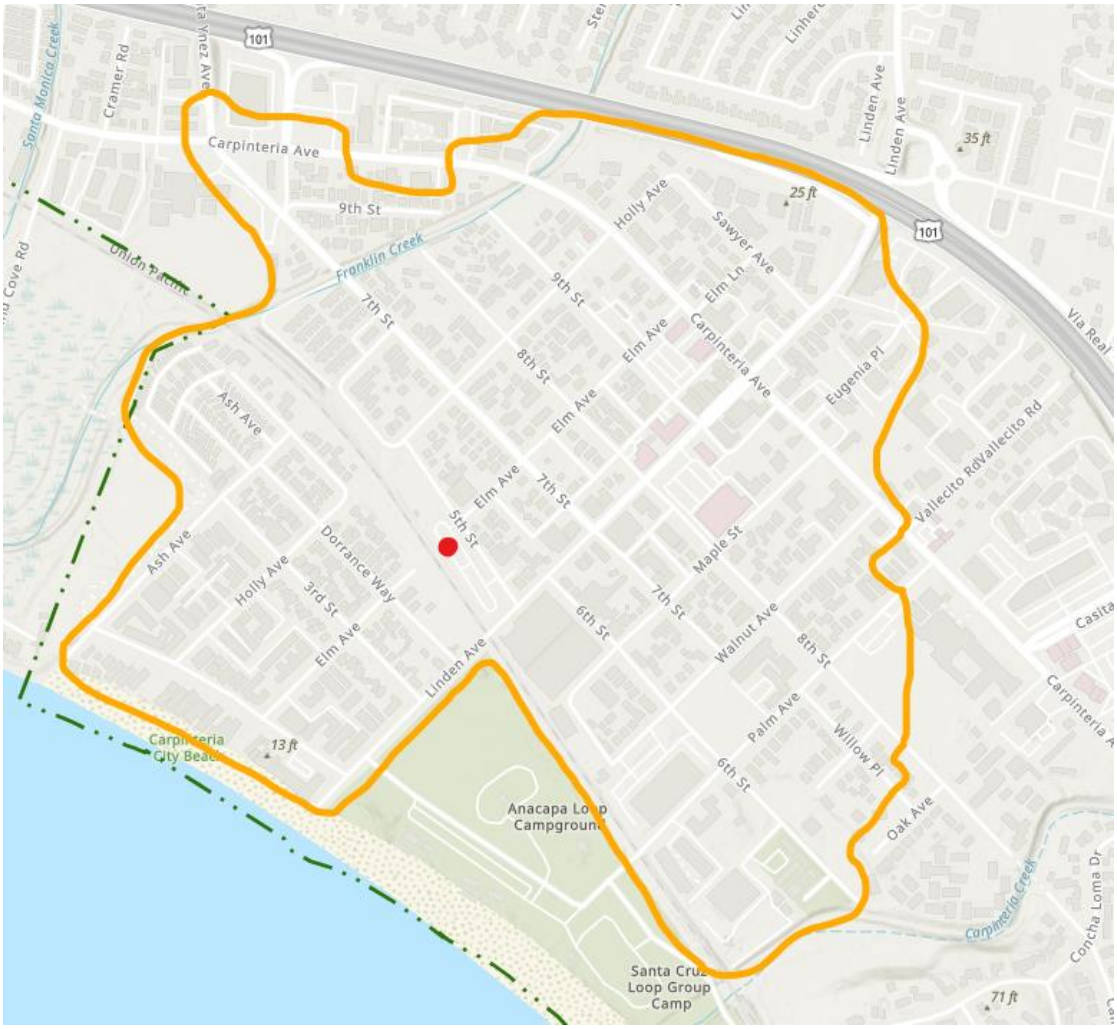

Figure 1: Approximate area within ½ mile walking distance of Amtrak station. (Excludes the Salt Marsh and State Park, which do not allow ADUs)

Separate Conveyance as Condominiums

Previously, State law did not allow for ADUs to be sold separately from the primary residence, except for a narrow range of circumstances. AB 1033 (Attachment E) amends Gov. Code § 65852.2 and 65852.26 such that local agencies may adopt an ordinance to allow the separate conveyance of primary dwellings and ADUs, pursuant to certain requirements. These requirements include, but are not limited to:

- Condominiums ("condos") must be created in accordance with the Subdivision Map Act and any local subdivision ordinance.
- A homeowner's association must be created to ensure shared responsibility of common spaces and amenities.
- Each lienholder on the property must provide written consent to the condominium plan.
- Local agencies must provide specified information on the separate conveyance of ADUs within any project submittal checklist or public information issued.
- All utility providers for the property must be notified of the condo creation.

AB 1033 does not require the City to adopt such an ordinance, and based on current ADU applications and ADU use, Staff believes that such a provision is not necessary at this time. Instead, staff recommends a "wait and see" approach that monitors ADU trends, surveys the participation of other local jurisdictions in adopting such an ordinance, and gauges community interest prior to moving forward with provisions for separate conveyance of ADUs. However, the Commission retains the option to recommend separate conveyance of ADUs to the City Council.

VI. ACTION OPTIONS

1. The Planning Commission may recommend that the City Council adopt the proposed Ordinance (Attachment A), amending Title 14 – Zoning, Chapter 14.72 of the Carpinteria Municipal Code to implement changes reflecting State ADU and JADU law; and recommend that the City Council determine that the proposed Ordinance is statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.17, and categorically exempt from review under CEQA pursuant to CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures.

2. The Commission may recommend building the permit fee reduction amount and minimum qualifying affordability deed restriction time limit for ADUs that are voluntarily deed restricted for low- or moderate-income households.

3. The Commission may choose not to provide specific recommendations to the City Council at this time. Staff would bring the proposed ordinance to the City Council, who would receive a staff report and may then provide staff with direction on proposed amendments and/or approve a first reading.

4. The Commission may recommend revisions to the proposed Ordinance and/or proposed Notice of Exemption, and request that the item be brought back to the Commission for further consideration at a future hearing.

VII. ATTACHMENTS

Attachment A: Proposed Ordinance
Attachment B: CMC Chapter 14.72 (Current ADU/JADU Regulations)
Attachment C: ADU Beach Neighborhood Overlay District Map
Attachment D: Draft CEQA Notice of Exemption
Attachment E: Assembly Bill 1033 (2023)

Attachment H

Planning Commission minutes of

March 4, 2024

MINUTES, PLANNING COMMISSION
CITY OF CARPINTERIA
CARPINTERIA, CALIFORNIA

March 4, 2024
Regular Meeting
5:30 P.M.

CALL TO ORDER and ROLL CALL The meeting was called to order at 5:30 p.m. by Chair La Fevers. **Commissioners Present:** Glenn La Fevers, Chair David Allen, Vice-Chair Jane L. Benefield John Moyer Katherine Salant **Others Present:** Nick Bobroff, Community Development Director Brian Banks, Principal Planner Mindy Fogg, Principal Planner Megan Musolf, Assistant Planner Mack Carlson, Legal Counsel, Brownstein, Hyatt, Farber & Schreck	CALL TO ORDER & ROLL CALL
PLEDGE OF ALLEGIANCE - Chair La Fevers led the flag salute.	PLEDGE
INTRODUCTIONS, PRESENTATIONS, ANNOUNCEMENTS - None	ANNOUNCEMENTS
PUBLIC COMMENT - None	PUBLIC COMMENT
CONSENT CALENDAR 1) Minutes of the regular Planning Commission meeting held February 5, 2024 Commissioner Salant said she had a statement about her comments on the Klentner project. In addition, she asked when the draft Conditions of Approval mentioned on page 8 by attorney Mack Carlson will be available for review. Community Development Director Nick Bobroff said they are ready and available for review at any time. She also asked when planning commissioners will be able to ensure the applicant has met the Conditions of Approval. Bobroff explained City Council has taken up an appeal of the project's approval, which means it assumes authority and Planning Commission approval is no longer needed. Commissioner Allen asked to replace the sentence under the Matters Presented section with the following one: The Open Space Advisory Board passed a motion urging the City Council to authorize funding for reinstating an additional Code Compliance position, and Commissioner Allen supports it, as well.	CONSENT CALENDAR

Commissioner Benefield asked to remove the name Catherine Decker under Ex-parte Communications on page 2. Chair La Fevers asked that Salant's written document be provided and due to the extent of detail, for the minutes to be continued to the next meeting. MOTION Upon a motion by Commissioner Allen, seconded by Commissioner Benefield, the Planning Commission voted 5-0 to continue the minutes to the next meeting of April 1, 2024. Motion passed unanimously by voice vote.	
NEW PUBLIC HEARING 2) Sanchez Residence Rebuild Project # 23-2263-CUP/CDP Address: 5091 Foothill Road Applicant: Shawn Godkin, architect, for Laura Sanchez Planner: Brian Banks Hearing on the request of Shawn Godkin, architect, for Laura Sanchez to consider Project 23-2263-CUP/CDP (application filed November 21, 2023) for approval of a Conditional Use Permit and a Coastal Development Permit to allow demolition and reconstruction of an existing legal-nonconforming single-family residence under the provisions of Carpinteria Municipal Code (CMC) §14.12 - Single-Family Residence Zone District, §14.62 - Conditional Use Permit, and §14.82 - Nonconforming Uses; and to approve an Exemption pursuant to §15302 and §15303 of the California Environmental Quality Act (CEQA) Guidelines. The application involves APN 004-006-013, addressed as 5091 Foothill Road. DISCLOSURE OF EX-PARTE COMMUNICATIONS - None Principal Planner Brian Banks presented the staff report and reviewed action options. Commissioner Salant asked why the placement of the house on the lot was not being reconfigured to conform given that it is being demolished. She asked how much of the foundation is being replaced. Mr. Banks said the site is maxed out and relocating the house would conflict with the driveway and requirement for two covered parking spaces. He explained that moving it would result in exchanging one non-conforming setback for another. About the foundation, he explained why upgrades are needed but suggested the architect provide better details.	NEW PUBLIC HEARING

PUBLIC HEARING OPENED

Property owner Laura Sanchez gave background information on the house built by her grandparents in 1931. She said as a bi-racial couple, nobody would rent to them, so they were forced to build on farmland on the outskirts of town. She explained a miscommunication led to demolishment of the house. She shared why it is important to her to preserve as much of the original details as possible.

Project Architect Shawn Godkin explained that the permitting process required a soils report. He said based on the findings that the rest of the foundation will need to come out for soil re-compaction.

Commissioner Moyer said he can easily make the findings, and it constitutes rehabilitating housing stock, which is important right now. He commented that he was moved by the applicant's story.

Commissioner Salant suggested that Ms. Sanchez get a historic plaque and try to get the home on a list of historic places. She said preserving original wood and features will give it character that a brand-new home won't have.

Commissioner Allen expressed support and said he could easily make the findings.

Commissioner Benefield said she loves small houses and has lived in 400 square foot ones. She now lives in one three times bigger, and bigger houses just accumulate more junk. She has no problem approving the project, she said.

Chair La Fevers expressed support.

MOTION
Upon a motion by Commissioner Benefield, seconded by Commissioner Moyer, the Planning Commission moved to adopt Resolution PC-24-003 for a rebuild of the residence at 5091 Foothill Road, according to the staff recommendation. The motion passed unanimously by voice vote.

BREAK – Chair La Fevers called for a 2-minute recess.

PUBLIC HEARING CLOSED

3) Amendments to the City's Accessory Dwelling Unit and Junior Accessory Dwelling Unit Regulations
Project # 23-2231-ORD/LCPA
Address: Citywide
Applicant: City of Carpinteria
Planner: Mindy Fogg

Hearing at the request of the City of Carpinteria for the Planning Commission to receive a staff report on proposed amendments to Carpinteria Municipal Code Chapter 14.72- ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS, and to provide recommendations to the City Council regarding adoption of the changes, as determined appropriate.

Attorney Mack Carlson clarified that ex-parte disclosures for legislative items are not needed.

Assistant Planner Megan Musolf presented the staff report. She provided background information on the ADU Ordinance, as well as details related to new state laws, the update process, CEQA/environmental impacts (local ordinances are exempt) and Coastal Act considerations. She said Planning Commission feedback was needed on height restrictions, separate conveyance of ADUs, Housing Element incentives for affordable ADUs and any other concerns or questions. She reviewed the Planning Commission's options.

PUBLIC HEARING OPENED & CLOSED – No speakers came forth but it was noted a letter was received from CalHDF.

Attorney Mack Carlson spoke about a letter received from the California Housing Defense Fund (CalHDF) that raised a number of issues: 1) It asked for clarification whether commercial floor area in a mixed-used multi-family development can be converted to an ADU unit. Carlson explained the city is recommending that it cannot be allowed due to the importance of preserving visitor-serving commercial areas and harmonizing state ADU law with the Coastal Act. 2) It questioned whether design standards suggested by the city are sufficiently objective. Carlson said the Planning Commission can recommend a further study to see if they can be made more objective. 3) It stated the city's solar panel access ordinance is unlawful. Carlson said we do not see a conflict with our ordinance which is referring to state building code standards.

Commissioner Allen said he believes our design standards are very important, and he hopes the city will make them as clear and defensible as

possible.

Commissioner Salant said if it creates undue hardship to use the same materials for an ADU as the main house, we should allow for a substitution that is aesthetically compatible.

Attorney Mack Carlson explained that the City's ordinance is currently drafted so if the design matches the existing residence, the applicant goes through the ministerial process. If it doesn't align, the applicant has the option to redesign with the primary residence or take it to the ARB for design approval.

Commissioner Moyer commented that the on-the-shelf sets are a very distinct architectural style.

Community Development Director Nick Bobroff said they won't fit with every residence, but there is enough variety that one set can somewhat closely match the materials of the primary residence.

Commissioner Benefield said she is not totally in favor of matching designs. Commissioner Moyer agreed.

Discussion followed about solar panel requirements. Assistant Planner Musolf explained if the existing building has enough array to cover all the energy consumption, maybe they can get away without adding more, but in most cases it would need more. Bobroff described the solar requirement process and clarified there is no need to further elaborate about it because it is already addressed in the state building code.

The legislative intent of the new state ADU law and how it is better designed for big cities was discussed. Regarding a comment from Commissioner Allen that the few stops Amtrak makes do not create reliable inexpensive transportation for our residents, Bobroff said the law is looking toward the future when more stops are added.

Commissioner Benefield added that many of these laws are written by big city people. She noted L.A. has all kinds of ways to get places, so it makes sense for them. She said that philosophy doesn't work for a small town, and we should make some effort to push back on that.

Commissioners were asked to give feedback on the following topics: Height restrictions, separate conveyance of ADUs, Housing Element incentives for affordable ADUs, and other concerns.

Raising the ADU Baseline Height Limit From 16 to 18 feet

In response to questions, Assistant Planner Megan Musolf clarified details on the height limits. Among other things, she explained an applicant can choose the most permissive height allowed under the law.

Chair La Fevers expressed support for 18 feet citywide. He suggested that on p. 15 of the ordinance, under item F, privacy standards, that 16 feet be changed to 18 feet. He said they are good with the 18 and 25 feet as stated in the ordinance.

Separate Conveyance of ADUs as Condominiums

Chair La Fevers expressed that he wouldn't support separate conveyance at this time. He said he agrees with staff to consider it at a future date but not in this ordinance update. The commissioners agreed.

Commissioner Benefield expressed concern about the ADUs needing to comply with subdivision maps, and Musolf affirmed that they would have to comply.

Commissioner Salant noted issues, such as easement, noise, etc., that could arise between homeowners. Bobroff acknowledged the concerns and said CC&Rs would be needed for the individual condominiums.

Housing Element Incentives for Deed Restricted (Affordable) ADUs

Chair La Fevers said he is interested in discussing incentives but would need more information about crafting them. He doesn't want to get bogged down in an incentive program at this time and wants to get tonight's ordinance off the City's plate.

Commissioner Salant pointed out that with any improvement property taxes go up, and taxes are already very high here. Bobroff said he didn't know if a tax incentive would be beyond their purview.

Language Clarifications or Minor Changes

Discussion took place about the sprinkler requirements on ADUs, and Chair La Fevers pointed out these requirements make building ADUs more expensive. Bobroff clarified that the City's ordinance would only require fire sprinklers in ADUs when the primary dwelling requires fire sprinklers, but that the fire district may require otherwise. He also brought to staff's attention that language related to the fire sprinkler requirements in Sections 14.72.050 and 14.72.090 was not consistent. Musolf confirmed that the

requirements were the same, but that staff would standardize the language in both sections.

Commissioner Moyer expressed appreciation for simpler times, such as when Pete Sanchez built the home Laura Sanchez spoke about.

Discussion followed about occupancy requirements. Commissioner Salant pointed out you can have 2 units on one lot with residential households that are not owner occupied, and it can be quite disruptive with turnover, especially when they become vacation rentals during the summer.

Assistant Planner Megan Musolf elaborated on short-term rental occupancy requirements, noting that a JADU requires an owner on site. Bobroff agreed with Salant about the disruption but explained we are hemmed in under state law. 30-day leases allow landlords and tenants the ability to have month-to-month leases, and it is legal to rent a unit for 31 days at a time.

Principal Planner Mindy Fogg and Attorney Mack Carlson provided details in response to questions about CEQA/Environmental exemptions for ADUs. Bobroff added the state has required a whole suite of exemptions from CEQA review to streamline the building process. Musolf clarified ADUs can still be subject to a discretionary review and CEQA analysis, such as in the case of impacts to environmental habitats or coastal access.

MOTION
Chair Allen moved that the Planning Commission recommend that the City Council adopt the proposed Ordinance (Attachment A), amending Title 14 – Zoning, Chapter 14.72 of the Carpinteria Municipal Code to implement changes reflecting State ADU and JADU law; and recommend that the City Council determine that the proposed Ordinance is statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.17, and categorically exempt from review under CEQA pursuant to CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures, in addition to minor edits.

Edits include updating privacy standards to match the same 18-foot height language (page 15) and clarifying fire sprinkler language under ADUs and special ADUs for consistency (page 10).

Commissioner Benefield seconded the motion. Motion passed 5-0 by the following roll call vote: Moyer voted yes, Salant voted yes, Benefield voted yes, Allen voted yes, and La Fevers voted yes.

Assistant Planner Megan Musolf asked for more feedback regarding Housing Element incentives. Chair La Fevers said he does not have enough

information to make recommendations to the City Council but agrees we should look at it. Commissioner Allen noted most incentives require budgetary considerations because they will likely come at a loss to the city. Commissioner Benefield said she feels the ADU program is enough. Moyer said he is willing to kick it down the road. La Fevers expressed concern that an incentive program could lead to ADUs in areas of the city that are not in its best interest.	
OTHER BUSINESS - None	OTHER BUSINESS
MATTERS PRESENTED BY COMMISSIONERS Commissioner Salant said she would like a consolidated list of the rules under which the Planning Commission operates.	MATTERS PRESENTED
DIRECTOR'S REPORT 4) City Calendar for the month of March 2024 5) Planning Activity Report as of February 29, 2024 6) Building Permit Report as of February 29, 2024 Community Development Director Nick Bobroff reviewed the materials.	DIRECTOR'S REPORT
ATTENDANCE OF PLANNING COMMISSIONERS FOR THE NEXT MEETING OF MONDAY, April 1, 2024 – All present indicated they could attend.	ATTENDANCE FOR NEXT MEETING
ADJOURNMENT – Chair La Fevers adjourned the meeting at 7:52 p.m. _____ Secretary, Planning Commission **ATTEST:** _____ Chair, Planning Commission	ADJOURNMENT

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Ordinance No. 784, an Ordinance of the City Council of the City of Carpinteria, California, Amending Chapter 2.08 City Manager of Title 2 (Administration and Personnel) and Chapter 3.32 Purchasing Systems of Title 3 (Revenue and Finance) of the Carpinteria Municipal Code Regarding Purchasing System, and Resolution No. 6341, Approving and Adopting the City's Procurement Policy.

STAFF RECOMMENDATION

1. Introduce and approve Ordinance No. 784, as read by title only, and continue the second reading of the ordinance for adoption to July 22, 2024; and

2. Approve and adopt Resolution No. 6341, the City's Procurement Policy.

Sample Motion: I move to

1. Approve and waive first reading of Ordinance No. 784, as read by title only, and continue the second reading for adoption to July 22, 2024, and;

2. Adopt Resolution No. 6341, approving the City's Procurement Policy.

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

BACKGROUND

The Carpinteria Municipal Code (CMC), Chapter 3.32 Purchasing System underwent review by City Staff, with recommended revisions subsequently discussed with the Budget/Finance Committee on May 23, 2024. These recommendations propose renumbering existing chapters within the CMC and introducing two additional chapters. Furthermore, new standalone policies for Procurement and Credit Card Usage are to be created as part of these revisions. The Credit Card Usage Policy is scheduled to be presented at a future City Council meeting.

During last year's City audit, it was noted that the existing CMC Chapter 3.32 Purchasing System lacks clear differentiation between public projects and general procurement of goods, equipment, and services. The audit recommended updating our procurement processes and procedures to enhance transparency and accountability in managing the City's operational costs effectively.

The purpose of this agenda item is for the City Council to consider and approve municipal code amendments related to procurement, and to consider and approve the City's Procurement Policy (Attachment B - Exhibit 1).

DISCUSSION

Ordinance 784 - Amendment to CMC Chapter 2.08 City Manager

City staff recommends amending Section 2.08.150, subsection B, within Chapter 2.08 City Manager of Title 2 (Administrative and Personnel) of the CMC to increase the City Manager's contracting authority from thirty thousand ($30,000) to fifty thousand ($50,000). No other changes are proposed for this section or chapter.

Subsection B is modified to read as follows:

> 2.08.150 - Authority to sign written contracts, draw warrants on the city treasury, and sign instruments requiring city seal.
>
> B. The city manager or his/her designee shall be authorized to execute contracts of fifty thousand dollars ($50,000) or less without prior approval of the city council where the amount of such contract is within a budgeted appropriation. The city manager or his/her designee may bring such contract to the city council for approval. Contracts exceeding fifty thousand dollars shall be approved by the council prior to execution.

Ordinance 784 - Amendment to CMC Chapter 3.32 Purchasing System

City staff recommends the reorganization of and amendments to specific provisions of Chapter 3.32 Purchasing Systems, within Title 3 (REVENUE AND FINANCE) of the CMC aimed at enhancing the effectiveness and efficiency of the procurement process.

First, staff proposes renumbering Chapter 3.32, titled "Purchasing System," to a new Chapter 3.30 and moving the bulk of its provisions to the new Procurement Policy. This change will accommodate the addition of two new chapters. Chapter 3.30 ("Purchasing System") shall consist of a single section that reads as follows:

3.30.010 Adoption of purchasing system.

To establish efficient procedures for purchasing supplies, equipment, and services at the lowest possible cost while ensuring necessary quality, and to exercise positive financial

control over purchases through clearly defined purchasing authority, the City of Carpinteria's purchasing system shall adhere to the procurement policy adopted by the City Council and set forth in the City's Administrative Services Policies and Procedures.

Attachment C presents a redline version that compares the language of the new Chapter 3.30 with that of the former Chapter 3.32.

Ordinance 784 – Addition of CMC Chapter 3.31 Public Project Bidding

City staff recommends the establishment of a new Chapter 3.31, titled "Public Project Bidding," to facilitate the implementation of Uniform Public Construction Cost Accounting Act standards. Currently, these provisions are integrated within Chapter 3.32; however, separating them from operational procurement processes aligns with best practices for public bidding requirements.

The new Chapter 3.31 will read as follows:

3.31.010 - Purpose.

This chapter is enacted for the purpose of implementing the Uniform Public Construction Cost Accounting Act ("Act") (Public Contract Code section 22000 et seq.) and the policies and procedures of the California Uniform Construction Cost Accounting Commission ("Commission"). The City elected, via Resolution No. 4603, to become subject to the Uniform Public Construction Cost Accounting Procedures on May 22, 2000.

3.31.020 - Public project bidding requirements.

The cost limitations and circumstances for determining whether a public project may be performed by force account, negotiated contract, purchase order, informal bidding, or formal bidding are those set forth in the Act.

3.31.030 - Informal bidding procedures.

Public projects in amounts established by Public Contract Code section 22032, as it may be amended from time to time, that are subject to informal bid procedures may be let to contract as follows:

A. Contractors List. The City will develop and maintain a list of contractors in accordance with section 22034 of the Act and the criteria established by the Commission.

B. Notice to Contractors. The City will solicit bids by written request to contractors licensed and experienced for the type of public work to be performed from the City's list of qualified contractors established pursuant to this section. Qualified contractors on the list for the category of work to be performed and all construction

trade journals specified by the Commission pursuant to section 22036 of the Act will be mailed a notice inviting informal bids unless the product or service is proprietary.

C. Form of Notice. The notice inviting informal bids must describe (1) the project in general terms, (2) how to obtain more detailed information concerning the project, and (3) state the time and place for the submission of bids.

D. The mailing of notices to such qualified contractors and construction trade journals shall be completed not less than 10 calendar days before bids are due.

E. Award of Contract. The award of the contract may be made to the lowest responsible bidder. If two or more bids are the same and the lowest, the City may accept the one it chooses. If all bids received are in excess of the amounts permitted for informal contracts, an award may be made pursuant to Public Contract Code section 22034.

F. Rejection or Absence of Bids. The City reserves the right to reject any and all bids presented. If the City rejects all bids received and after reevaluating its cost estimate of the project, it may either abandon the project, readvertise for bids, or by passage of a resolution by 4/5 vote of the council declare the project may be more economically performed by City employees and have the project done by force account. If no bids are received, the public project may be performed by City employees by force account or by negotiated contract.

3.31.040 - Formal bidding procedures.

Public projects that exceed the maximum permitted amount under the Act for informal bidding and are not otherwise exempt must be let to contract by formal bidding procedures in accordance with the Act and other applicable provisions of the Public Contract Code. Notice inviting formal bids shall be in accordance with Public Contract Code section 22037.

3.31.050 - Delegation of authority to award contracts.

The City Manager is authorized, without City Council approval, to award contracts pursuant to this chapter for a public project to be performed by force account, negotiated contract, purchase order, or informal bidding. Contracts to be awarded based upon formal bidding procedures must be approved by the City Council.

Ordinance 784 – Addition of new CMC Chapter 3.32 Surplus Personal Property

City staff recommends the establishment of a new Chapter 3.32, titled "Surplus Personal Property," to streamline the process of disposing of City property that is no longer needed for public use. This new chapter will provide clear guidelines and procedures for

identifying surplus personal property, evaluating its condition and value, and determining the appropriate method of disposal, whether through sale, donation, or other means. By implementing this chapter, the City aims to ensure efficient management of its assets, reduce storage costs, and uphold transparency in the disposal process, thereby maximizing the benefits to the community.

The new Chapter 3.32 will read as follows:

3.32.010 – Authority

Surplus Personal Property belonging to the City shall be disposed of according to the provisions of this Chapter. Pursuant to the City's Procurement Policy, the City Manager has the power and duty to dispose of the City's Surplus Personal Property that is no longer required for public use.

3.32.020 - Surplus personal property defined.

For purposes of this Chapter, the following words and phrases shall be construed to have the meanings set forth in this Section, unless it is apparent from the context that a different meaning is intended:

A. "Personal property" means all property, other than real property, consisting of things that are temporary or moveable.

B. "Surplus" means personal property that: (1) Does not function in whole or in part; (2) Requires repair that is too costly or not feasible; (3) Is technologically or otherwise obsolete; (4) Worn out or at the end of its useful life; (5) Is otherwise no longer useful to the City; (6) Is not needed in the foreseeable future to meet City needs or responsibilities.

3.32.030 - **Duty to report surplus personal property.**

A. From time to time, the head of each department shall submit to the City Manager a list of personal property deemed surplus for the use of such department, and the same shall be known as Surplus Personal Property. The City Manager may transfer personal property deemed surplus by one department to another department of the City prior to disposing of it as provided in Section 3.32.040 of this Chapter.

B. Personal property purchased with grant funds may have inherent disposal requirements. Department heads should review grant documents to identify any specific restrictions related to the disposal, sale or re-use of Personal Property prior to notifying the City Manager of the item's status as surplus. Absent any restrictions, Personal Property purchased with grant funds will be handled in the same manner as other Surplus Personal Property.

3.32.040 - Disposal required.

A. The City Manager is authorized to sell or dispose of Surplus Personal Property having a salvage value in the open market by any means legally available including, but not limited to, the following: public auction; electronic auction or sale, including internet-based market places and consignment; competitive sealed bid; negotiated sale to other public or quasi-public agencies; or exchange or trade in for new goods or other personal property for use by the City. If the property designated as Surplus Personal Property has an estimated value greater than one hundred thousand dollars ($100,000.00), the City Manager shall dispose of such property as directed and provided by resolution of the City Council.

B. Surplus Personal Property should generally be sold at fair market value. Sales prices of less than fair market value should be supported by written justification supporting the reduced price. Extremely reduced pricing may require City Council approval.

3.32.050 - Property designated as having no value.

Surplus Personal Property that is determined by the City Manager to be unsalable or to have little or no estimated salvage or appraisal value, such that disposal by such means would result in unnecessary cost, effort or expense to the City, may be disposed of by the City Manager in any manner he deems appropriate, including but not limited to, recycling or disposing the same in an environmentally responsible manner. In the event of such disposal, the City Manager or his designee shall retain records of such disposition as provided in Section 3.32.060, below.

3.32.060 - Records.

The City Manager or his designee shall keep detailed records of all Surplus Personal Property that has been disposed of, including amounts received for the sale of surplus personal property, for a period of at least two years; and shall provide the City Council with an annual report of said dispositions, if any.

3.32.070 - Donations.

In addition to the methods of disposal listed in this Chapter, the City Manager may authorize the disposal of Surplus Personal Property through donation of such property to a governmental, public or quasi-public agency, or to a charitable or other nonprofit organization.

3.32.080 - Proceeds of sale.

Proceeds from the sale of Surplus Personal Property shall be deposited into the appropriate fund as determined by the Administrative Services Director.

3.32.090 - Purchase or receipt of surplus personal property by city personnel prohibited.

No City officer or employee, or members of their immediate family, shall purchase City Surplus Personal Property sold in accordance with this Chapter, unless the same is offered to the general public (e.g., though auction services). In order to avoid a prohibited gift of public funds, no City officer or employee, or members of their immediate family, shall receive or accept City Surplus Personal Property that has been designated as having little or no value and/or which is intended for donation by the City in accordance with this Chapter.

Resolution No. 6341 - Adoption of Procurement Policy (Exhibit 1)

The adoption of a comprehensive procurement policy is crucial for our municipality to enhance transparency, fairness, and efficiency in our procurement processes. A well-defined procurement policy establishes clear guidelines and procedures for acquiring goods, equipment, and services. It outlines the roles and responsibilities of staff involved in procurement, sets thresholds for different procurement methods, and ensures compliance with legal and regulatory requirements. By formalizing the City's procurement policy, staff aim to promote competition among vendors, achieve cost savings through strategic sourcing, and mitigate risks associated with procurement activities. This policy will also foster accountability in decision-making and uphold ethical standards in the City's dealings with suppliers and contractors, ultimately supporting the City's commitment to responsible financial stewardship and delivering value to our community.

Financial considerations play a crucial role in shaping our procurement policy, influencing decisions that impact budgetary allocations, cost management, and overall fiscal responsibility. A well-crafted procurement policy takes into account the financial implications of procurement decisions, aiming to optimize value for money while adhering to budgetary constraints. By setting clear thresholds and criteria for procurement methods, such as competitive bidding and negotiated contracts, the policy seeks to secure competitive prices and favorable terms from suppliers and contractors. Furthermore, robust financial controls and reporting mechanisms embedded within the policy ensure transparency in expenditure, tracking of costs, and accountability in resource allocation. A copy of Resolution No. 6341 containing the Procurement Policy is Attachment B.

POLICY CONSISTENCY

The proposed ordinance and resolution are consistent with:

- City Council Primary Goal #1 – Enhance Public Outreach, Education, and Transparency; and
- City Council Primary Goal #3 – Take Steps to Address the Fiscal Sustainability of the City.

FINANCIAL CONSIDERATIONS

No financial impact.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has reviewed this Agenda item and will be available to answer questions at the meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Ordinance No. 784

Attachment B: Resolution No. 6341 and Procurement Policy (Exhibit 1)

Attachment C: CMC Chapter 2.08 City Manager and 3.32 Purchasing System - CURRENT VERSION

Attachment D: CMC Chapter 2.08 City Manager and 3.32 Purchasing System - REDLINE

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

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

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

ATTACHMENT A

Ordinance No. 784

ORDINANCE NO. 784

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA AMENDING CARPINTERIA MUNICIPAL CODE CHAPTER 2.08 (CITY MANAGER); REPEALING AND REPLACING CHAPTER 3.32 (FORMER "PURCHASING SYSTEM" WITH NEW "SURPLUS PERSONAL PROPERTY"); AND ADDING NEW CHAPTERS 3.30 ("PURCHASING SYSTEM") AND 3.31 ("PROJECT PUBLIC BIDDING")

WHEREAS, staff recommends amending Section 2.08.150 within Chapter 2.08 (CITY MANAGER) of Title 2 of the Carpinteria Municipal Code (CMC) to increase the City Manager's contracting authority from thirty thousand ($30,000) to fifty thousand ($50,000); and

WHEREAS, staff further recommends repealing and replacing Chapter 3.32 ("Purchasing System") with a new Chapter 3.32 that will be titled, "Surplus Personal Property," with provisions aimed at streamlining the process of disposing of City personal property that is no longer needed for public use; and

WHEREAS, a new Chapter 3.30 ("Purchasing System") in Title 3 (REVENUE AND FINANCE) of the CMC is added to the CMC to enhance the effectiveness and efficiency of the procurement process; and

WHEREAS, a new CMC Chapter 3.31 ("Public Project Bidding') is proposed for addition to the CMC to facilitate the implementation of Uniform Public Construction Cost Accounting Act standards**.**

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. AMENDING CHAPTER 2.08 (CITY MANAGER) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE CMC

Section 2.08.150 ("Authority to sign written contracts, draw warrants on the city treasury, and sign instruments requiring city seal"), subsection (B), in CMC Chapter 2.08 is hereby amended as follows (deleted text in ~~strikethrough~~, added text in ***bolded italics***):

> "B. The city manager or his/her designee shall be authorized to execute contracts of ~~thirty~~ ***fifty*** thousand dollars ***($50,000)*** or less without prior approval of the city council where the amount of such contract is within a budgeted appropriation. The city manager or his/her designee may bring such contract to the city council for approval. Contracts exceeding ~~thirty~~ ***fifty*** thousand dollars shall be approved by the council prior to execution."

No other changes are proposed for this section or chapter. Except as explicitly provided herein, all other provisions of CMC Chapter 2.08 shall remain unchanged and in full force and effect.

SECTION 3. REPEALING AND REPLACING CMC CHAPTER 3.32. (FORMERLY "PURCHASING SYSTEM") WITH NEW CHAPTER 3.32 ("SURPLUS PERSONAL PROPERTY") IN TITLE 3 (REVENUE AND FINANCE)

CMC Chapter 3.32 ("Purchasing System") of Title 3 ("Revenue and Finance") is hereby repealed and replaced in its entirety with a new Chapter 3.32, titled "Surplus Personal Property," which shall read as follows:

"**3.32.010 – Authority.**

Surplus Personal Property belonging to the City shall be disposed of according to the provisions of this Chapter. Pursuant to the City's Procurement Policy, the City Manager has the power and duty to dispose of the City's Surplus Personal Property that is no longer required for public use.

3.32.020 - Surplus personal property defined.

For purposes of this Chapter, the following words and phrases shall be construed to have the meanings set forth in this Section, unless it is apparent from the context that a different meaning is intended:

A. "Personal property" means all property, other than real property, consisting of things that are temporary or moveable.

B. "Surplus" means personal property that: (1) Does not function in whole or in part; (2) Requires repair that is too costly or not feasible; (3) Is technologically or otherwise obsolete; (4) Worn out or at the end of its useful life; (5) Is otherwise no longer useful to the City; (6) Is not needed in the foreseeable future to meet City needs or responsibilities.

3.32.030 - **Duty to report surplus personal property.**

A. From time to time, the head of each department shall submit to the City Manager a list of personal property deemed surplus for the use of such department, and the same shall be known as Surplus Personal Property. The City Manager may transfer personal property deemed surplus by one department to another department of the City prior to disposing of it as provided in Section 3.32.040 of this Chapter.

B. Personal property purchased with grant funds may have inherent disposal requirements. Department heads should review grant documents to identify any specific restrictions related to the disposal, sale or re-use of Personal

Property prior to notifying the City Manager of the item's status as surplus. Absent any restrictions, Personal Property purchased with grant funds will be handled in the same manner as other Surplus Personal Property.

3.32.040 - Disposal required.

A. The City Manager is authorized to sell or dispose of Surplus Personal Property having a salvage value in the open market by any means legally available including, but not limited to, the following: public auction; electronic auction or sale, including internet-based market places and consignment; competitive sealed bid; negotiated sale to other public or quasi-public agencies; or exchange or trade in for new goods or other personal property for use by the City. If the property designated as Surplus Personal Property has an estimated value greater than one hundred thousand dollars ($100,000.00), the City Manager shall dispose of such property as directed and provided by resolution of the City Council.

B. Surplus Personal Property should generally be sold at fair market value. Sales prices of less than fair market value should be supported by written justification supporting the reduced price. Extremely reduced pricing may require City Council approval.

3.32.050 - Property designated as having no value.

Surplus Personal Property that is determined by the City Manager to be unsalable or to have little or no estimated salvage or appraisal value, such that disposal by such means would result in unnecessary cost, effort or expense to the City, may be disposed of by the City Manager in any manner he deems appropriate, including but not limited to, recycling or disposing the same in an environmentally responsible manner. In the event of such disposal, the City Manager or his designee shall retain records of such disposition as provided in Section 3.32.060, below.

3.32.060 - Records.

The City Manager or his designee shall keep detailed records of all Surplus Personal Property that has been disposed of, including amounts received for the sale of surplus personal property, for a period of at least two years; and shall provide the City Council with an annual report of said dispositions, if any.

3.32.070 - Donations.

In addition to the methods of disposal listed in this Chapter, the City Manager may authorize the disposal of Surplus Personal Property through donation of such property to a governmental, public or quasi-public agency, or to a charitable or other nonprofit organization.

3.32.080 - Proceeds of sale.

Proceeds from the sale of Surplus Personal Property shall be deposited into the appropriate fund as determined by the Administrative Services Director.

3.32.090 - Purchase or receipt of surplus personal property by city personnel prohibited.

No City officer or employee, or members of their immediate family, shall purchase City Surplus Personal Property sold in accordance with this Chapter, unless the same is offered to the general public (e.g., though auction services). In order to avoid a prohibited gift of public funds, no City officer or employee, or members of their immediate family, shall receive or accept City Surplus Personal Property that has been designated as having little or no value and/or which is intended for donation by the City in accordance with this Chapter."

SECTION 4. ADDITION OF A NEW CHAPTER 3.30 ("PURCHASING SYSTEM") TO TITLE 3 (REVENUE AND FINANCE)

A new Chapter 3.30, titled "Purchasing System," is hereby added to the CMC to read as follows:

"**Chapter 3.30 - Purchasing System**

3.30.010 – Adoption of purchasing system.

To establish efficient procedures for purchasing supplies, equipment, and services at the lowest possible cost while ensuring necessary quality, and to exercise positive financial control over purchases through clearly defined purchasing authority, the City of Carpinteria's purchasing system shall adhere to the procurement policy adopted by the City Council and set forth in the City's Administrative Services Policies and Procedures."

SECTION 5. ADDITION OF A NEW CHAPTER 3.31 ("PUBLIC PROJECT BIDDING") TO TITLE 3 (REVENUE AND FINANCE)

A new Chapter 3.31 (Public Project Bidding) of Title 3 (Revenue and Finance) is hereby added to the CMC to read as follows:

"**3.31.010 - Purpose.**

This chapter is enacted for the purpose of implementing the Uniform Public Construction Cost Accounting Act ("Act") (Public Contract Code section 22000 et seq.) and the policies and procedures of the California Uniform Construction Cost Accounting Commission ("Commission"). The City elected, via Resolution No. 4603, to become subject to the Uniform Public Construction Cost Accounting Procedures on May 22, 2000.

3.31.020 - Public project bidding requirements.

The cost limitations and circumstances for determining whether a public project may be performed by force account, negotiated contract, purchase order, informal bidding, or formal bidding are those set forth in the Act.

3.31.030 - Informal bidding procedures.

Public projects in amounts established by Public Contract Code section 22032, as it may be amended from time to time, that are subject to informal bid procedures may be let to contract as follows:

A. Contractors List. The City will develop and maintain a list of contractors in accordance with section 22034 of the Act and the criteria established by the Commission.

B. Notice to Contractors. The City will solicit bids by written request to contractors licensed and experienced for the type of public work to be performed from the City's list of qualified contractors established pursuant to this section. Qualified contractors on the list for the category of work to be performed and all construction trade journals specified by the Commission pursuant to section 22036 of the Act will be mailed a notice inviting informal bids unless the product or service is proprietary.

C. Form of Notice. The notice inviting informal bids must describe (1) the project in general terms, (2) how to obtain more detailed information concerning the project, and (3) state the time and place for the submission of bids.

D. The mailing of notices to such qualified contractors and construction trade journals shall be completed not less than 10 calendar days before bids are due.

E. Award of Contract. The award of the contract may be made to the lowest responsible bidder. If two or more bids are the same and the lowest, the City may accept the one it chooses. If all bids received are in excess of the amounts permitted for informal contracts, an award may be made pursuant to Public Contract Code section 22034.

F. Rejection or Absence of Bids. The City reserves the right to reject any and all bids presented. If the City rejects all bids received and after reevaluating its cost estimate of the project, it may either abandon the project, readvertise for bids, or by passage of a resolution by 4/5 vote of the council declare the project may be more economically performed by City employees and have the project done by force account. If no bids are received, the public project may be performed by City employees by force account or by negotiated contract.

3.31.040 - Formal bidding procedures.

Public projects that exceed the maximum permitted amount under the Act for informal bidding and are not otherwise exempt must be let to contract by formal bidding procedures in accordance with the Act and other applicable provisions of the Public Contract Code. Notice inviting formal bids shall be in accordance with Public Contract Code section 22037.

3.31.050 - Delegation of authority to award contracts.

The City Manager is authorized, without City Council approval, to award contracts pursuant to this chapter for a public project to be performed by force account, negotiated contract, purchase order, or informal bidding. Contracts to be awarded based upon formal bidding procedures must be approved by the City Council."

SECTION 6. EFFECTIVE DATE

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

SECTION 7. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 8. CEQA EXEMPTION

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

PASSED, APPROVED AND ADOPTED on July ____, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on July ___, 2024.

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

APPROVED AS TO FORM:

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

ATTACHMENT B

Resolution No. 6341 and Procurement Policy (Exhibit 1)

RESOLUTION NO. 6341

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING AND ADOPTING A PROCUREMENT POLICY

WHEREAS, pursuant to Article XIIIB of the California Constitution and Carpinteria Municipal Code (CMC) Title 3 (Revenue and Finance), it is the intent of the City Council to enhance the effectiveness of the procurement process; and

WHEREAS, CMC Title 3 provides a mechanism to establish efficient procedures for purchasing supplies, equipment, and services at the lowest possible cost while ensuring necessary quality, and exercising positive financial control over purchases through clearly defined purchasing authority; and

WHEREAS, the City of Carpinteria intends to enhance its purchasing systems by adhering to a Procurement Policy, duly adopted by the City Council upon staff's recommendation and set forth in the City's Administrative Services Policies and Procedures.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

SECTION 2. The Procurement Policy, attached herein as Exhibit 1 and incorporated by reference, is hereby approved and adopted by the City Council.

SECTION 3. Pursuant to City's Procurement Policy, the City Manager is designated as the Purchasing Officer and may delegate the administration of the Policy.

PASSED, APPROVED AND ADOPTED on July 8, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on July 8, 2024.

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

APPROVED AS TO FORM:

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

EXHIBIT 1: Procurement Policy

EXHIBIT 1 TO RESOLUTION NO. 6341

Administrative Services Department

Procurement Policy

Table of Contents

Purpose 1
Policy 1
Section A. Ethical Standards 2
Section B. Procurement Manual 2
Section C. Responsibilities of the Purchasing Officer 2
Section D. Responsibilities of the Operating Department 3
Section E. Vendor Relations 4
Section F. Unauthorized Purchases 4
Section G. Purchasing Thresholds 5
Section H. Purchasing Methods 5
1. Purchase Orders 5
2. Blanket Purchase Orders 6
3. Contracts 6
4. Contract Amendments 6
5. Cooperative Purchasing 7
6. Piggybacking 7
7. Sole Source Purchases 8
8. Urgency Purchases 8
9. Emergency Purchases 8
Section I. Professional Services 8
Section J. Bidding 10
1. No Bid Required 10
2. Informal Bid Purchases 10
3. Formal Bid Purchases 11
4. Bid Splitting 12
5. Rejection of Bids 12
6. Tie Bids 12
7. Bid Protest 12
8. Exemption from Bidding 13
Section K. Information Technology Purchases 14
Section L. Environmentally Preferable Procurement Policy 14
Section M. Uniform Guidance Federal Procurement Standards 15
Section N. Surplus Personal Property 17
Section O. Credit Card Usage 18
Section P. Definitions 18

PROCUREMENT POLICY

PURPOSE

The purpose of this policy is to ensure continuity and uniformity in the City of Carpinteria's purchasing practices and to provide departments with guidelines to operate purchasing practices within legal regulations and defined responsibilities of the Administrative Services Department Purchasing Team and operating departments. The purpose of this policy is to create a uniform, structured, and fair process for acquiring goods, equipment, and services, ensuring that public funds are used efficiently and ethically while adhering to related City policy (e.g., Environmentally Preferable Procurement Policy, local, woman, and/or minority-owned business preference, etc.), and complying with legal and regulatory requirements.

This policy is not intended to address every situation that may arise in the course of procurement activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources, including keeping within the budget authorized by the City Council.

POLICY

The policy contained herein was developed under the authority of Chapter 3.30 of Title 3 of the Carpinteria Municipal Code (CMC). The City Manager is designated as the Purchasing Officer for the City and may delegate the administration of this Policy. The Purchasing Officer maintains authority and the responsibility to coordinate and manage the purchase of the City's goods, equipment, and services according to this Policy.

The policy outlined herein is to be adhered to by the Purchasing Officer and all departments when purchasing goods, equipment, and services. This Policy promotes decision-making that incorporates prudent review and internal control procedures, while maintaining departmental responsibility and flexibility in evaluating, selecting, and purchasing goods, equipment, and services.

Pursuant to Resolution No. 4603, the City Council has elected to become subject to the Uniform Public Construction Cost Accounting Act (UPCCAA) as established by the California Uniform Construction Cost Accounting Commission for Public Projects. Procurement bidding procedures and all dollar amounts of Public Project contracts are subject to the regulations contained in the UPCCAA under Section 22000, *et seq*. of the California Public Contract Code, Carpinteria Municipal Code Chapter 3.31, and this Procurement Policy.

A. Ethical Standards

This policy aims to promote ethical behavior in procurement activities, ensuring that all actions are conducted with integrity and in accordance with ethical standards, The City strictly adheres to the Political Reform Act and the regulations of the Fair Political Practices Commission (FPPC) that apply to purchasing, which are available at http://www.fppc.ca.gov. Additionally, the City is sensitive to what constitutes unethical purchasing behavior and what, while legal, constitutes the appearance of unethical behavior. Employees are expected to give primary consideration to the interests of the City, which means seeking to obtain the maximum value for each dollar expended while remaining fair and impartial.

B. Procurement Manual

Pursuant to this Procurement Policy, the Purchasing Officer, or designee, will approve and implement a manual of purchasing procedures ("Procurement Manual").

C. Responsibilities of the Purchasing Officer

The Purchasing Officer is responsible for 1) the purchase of general goods, equipment, and services; 2) the administration of the Procurement Policy; and 3) the management of City property and surplus. To perform these functions efficiently and to support City departments, the Purchasing Officer will:

1. Coordinate and manage the purchase of the City's general goods, equipment, and services from the lowest responsive and responsible bidder as required by this Policy.

2. Ensure full and open competition on all purchases as required by law or this Policy.

3. Identify, evaluate, and utilize purchasing methods that best meet the City's needs, such as cooperative and/or piggyback purchases/agreements, blanket purchase orders, and contractual agreements.

4. Assist all departments with research and recommendations in developing specifications, including review of specifications for completeness of information, and to ensure specifications are not unnecessarily restrictive.

5. Recommend revisions to the Procurement Policy and Procurement Manual when necessary and stay informed of current developments in the field of public purchasing.

6. Provide and maintain all forms and records necessary to demonstrate compliance with legal and regulatory requirements.

7. Act as the City's agent in the transfer and disposal of surplus equipment and materials.

8. Make purchase award recommendations to the appropriate authority (e.g., selecting a contractor and submitting to City Council for approval/denial.)

D. Responsibilities of City Departments

1. Identifying Needs and Requirements
    a. Needs Assessment: Determine the specific needs and requirements for goods, equipment, and services.
    b. Specification Development: Develop clear, detailed specifications and requirements for what is to be procured (e.g., Request for Proposal/Quote.)

2. Planning and Budgeting
    a. Budget Preparation: Ensure that procurement needs are included in the departmental budget and that funds are available.
    b. Procurement Planning: Develop procurement plans that align with the department's operational goals and City Council goals and priorities.

3. Initiating Procurement Requests
    a. Requisition Submission: Submit requisitions and purchase requests with necessary approvals and documentation following the instructions and guidelines set forth in the Procurement Manual.
    b. Coordination with Administrative Services (AS): Work closely with the AS to ensure that procurement processes are initiated timely and appropriately.

4. Vendor Selection and Management
    a. Market Research: Conduct market research to identify potential suppliers and assess market conditions.
    b. Supplier Evaluation: Evaluate bids and proposals for compliance with specifications and to select the most suitable vendors based on criteria such as price, quality, and reliability.
    c. Contract Management: Manage vendor relations, monitor performance, and ensure compliance with contract terms and conditions.

5. Compliance and Risk Management
    a. Adherence to Policies: Ensure all procurement activities comply with City Policies, regulations, and ethical standards (e.g., orders may not be split to avoid purchasing requirements.)
    b. Risk Mitigation: Identify and manage risks associated with procurement activities, including potential legal, financial, and operational risks (e.g., utilizing City-approved contract templates and ensuring insurance requirements are met prior to execution of an agreement.)

6. Record-Keeping and Reporting
    a. Documentation: Maintain accurate and comprehensive records of all procurement activities, including requisitions, bids, contracts, and invoices. Provide AS with written supporting documentation of vendor selection (i.e., award of contract) or purchase order.

b. Reporting: Provide regular reports on procurement activities, expenditures, and outcomes to the Purchasing Officer, or their designee, and relevant stakeholders and oversight bodies.

7. Sustainable and Responsible Procurement
    a. Sustainability Initiatives: Incorporate sustainability considerations into procurement decisions, such as use of recycled products when practical and economically feasible, including adherence to City policy (e.g., Single-Use Plastic Ordinance.)
    b. Social Responsibility: Ensure that procurement practices support the City's social responsibility goals, such as the Environmentally Preferable Procurement Policy and local, woman, and/or minority-owned business preference.

8. Training & Engagement
    a. Staff Training: Ensure that department staff involved in procurement are adequately trained and knowledgeable about procurement policies, procedures, and best practices.
    b. Stakeholder Engagement: Engage with internal and external stakeholders to understand their needs and address any procurement-related concerns.

9. Communication
    a. Authorization: At the beginning of each fiscal year or upon any personnel changes, provide Administrative Services Department with an updated authorized signature list, designating individuals with authority to make purchases according to this policy.
    b. Vendor Problems: Immediately inform Administrative Services Department of any situations that could affect the procurement process such as vendor relations problems or shipping issues (e.g., damaged goods, late delivery, incorrect items or quantities, etc.)
    c. Sole Source: Provide written documentation to Administrative Services Department to support the use of a sole source provider and receive authorization from the Purchasing Officer, or their designee, prior to making a sole source purchase.

E. Vendor Relations

Maintaining and fostering positive relationships with suppliers of goods, equipment, and services is advantageous for the City. Staff authorized to make purchases on behalf of their departments are expected to interact with vendors professionally, promoting equal opportunity, and exhibiting fairness, integrity, and courtesy in all vendor interactions.

F. Unauthorized Purchases

Except in the case of an emergency or urgency, no purchase of goods, equipment, and services of $10,000 and over shall be made without a previously authorized purchase order or contract as required by this policy.

Unauthorized purchases may be void and may not be considered an obligation of the City.

1. Invoices without an authorized purchase order may be returned to the department or vendor unpaid.

1. Purchases over $10,000 and up to $50,000: The City Manager holds the authority to award. Purchases in this range should follow the informal bid process as outlined in Section J.2. All departments must strive to obtain three written bids, unless exempted by the provisions under Sections H4 through H8.

2. Purchase orders shall be issued to a vendor when ordering supplies and services and not “after the fact” for work already done or materials already ordered.

G. Purchasing Thresholds

The following purchasing dollar limits apply per vendor per fiscal year except for Public Projects:

1. Purchases up to $10,000 (micro-purchases): Department Directors have the authority to award. While comparative pricing is not required, it must be used when practical. Prudent judgment must be used at all times. All departments may purchase goods, equipment, and services of up to $10,000 without competitive bidding.

2. Purchase over $10,000 and up to $50,000: The City Manager holds the authority to award. The informal bid process is outlined in Section J.2. All departments must strive to obtain three written bids, unless exempted by the provisions under Sections H4 through H8. A list of contracts executed by City Manager and or his designee shall be presented to the City Council for their information via a subsequent report no later than the calendar month following execution of the contracts.

3. Purchases over $50,000: The City Council holds the authority to award through a Formal Bid Process. The Formal Bid Process is described in Section J.3.

H. Purchasing Methods

Prior to commencing work, vendors are required to possess and maintain specific types of insurance coverage suitable for the services to be rendered. All purchasing methods listed below are subject to the purchasing thresholds listed in Section G of this Policy.

1. Purchase Orders

A Purchase Order is issued to a vendor to authorize purchases of goods, equipment, and services.

The purpose of a Purchase Order is to:

a. Ensure compliance with this Procurement Policy.

b. Encumber funds when an unencumbered appropriation exists in the fund.

The Procurement Policy allows for exemptions from Purchase Order requirements and examples of such exemptions include acquiring land, utility payments, payments to other governmental agencies, claims/legal settlement payments, membership dues, employee benefit payments, and debt service payments. A detailed list of exemptions is outlined in the Procurement Manual.

2. Blanket Purchase Orders

A Blanket Purchase Order is an agreement whereby the City contracts with a vendor to provide goods, equipment, and services on an as-needed and often over-the-counter basis. Blank Purchase Orders provide a mechanism whereby items that are uneconomical to stock may be purchased in a manner that allows field operations timely access to necessary materials.

The Purchasing Division shall review Blanket Purchase Order requests based on the following criteria:

a. Geographical location

b. Responsiveness and capabilities

c. Average dollar value and type of items to be purchased

d. Frequency of need

Once a Blanket Purchase Order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions specified in the Blanket Purchase Order.

3. Contracts

Contracts should be prepared for purchases of goods, equipment, and services as stated in the Procurement Manual.

Contract templates are established and updated in consultation with the City Attorney's Office. A list of contract templates is outlined in the Procurement Manual.

All City contracts must be prepared on City contract templates unless otherwise approved by the City Attorney.

4. Contract Amendments

After the contract award, amendments may need to reflect changes in the agreement.

Contracts initially approved by the Department Director and/or Purchasing Officer must be amended by the same authority as long as they do not exceed the authority's award limit. Contracts initially approved by the City Council can only be amended by the City Council unless amendment authority is delegated by the City Council to the Purchasing Officer for the authorized spending amount.

All City contract amendments must be prepared on City contract templates unless otherwise approved by the City Attorney.

5. Cooperative Purchasing

The Purchasing Officer may participate in a collective bidding process established by other governmental agencies. If the City takes the lead or otherwise has input on the bidding methods, the City's standard bidding requirements apply; otherwise, the City's bidding requirements do not apply. In any case, a City purchase order or contract is required.

6. Piggybacking

The Purchasing Officer may utilize an existing purchase order or contract between another governmental agency and a vendor to purchase the same goods as those listed in that contract (i.e., piggybacking.) There are four requirements to piggybacking:

a. The other jurisdiction's purchase order or contract must have been established following a competitive bid process in which the jurisdiction selected the lowest bidder;

b. The City's contract or purchase order term must expire before or on the expiration listed in the other jurisdiction's contract and/or purchase order;

c. The scope of services for a trade service or the specifications of goods must match those specified in the other jurisdiction's contract and/or purchase order without any substantial modifications; and

d. The cost of goods, equipment, and services must be identical to the costs listed in the other jurisdiction's purchase order and/or contract.

To piggyback, the City needs information regarding the other jurisdiction's bid process and its contract document. If the award calculation included a local preference and was awarded to their local vendor, piggybacking cannot be used. If piggybacking is used, the City's standard bidding requirements do not apply; however, a City purchase order and/or contract is still required.

Piggybacking is not allowed for public works projects or professional contracts.

7. Sole Source Purchases

Unique goods, equipment, and services that can be obtained from only one vendor, or one distributor authorized to sell in this area, with singular characteristics or performance capabilities or which have specific compatibility components with existing City products are exempt from the competitive bidding requirement and are deemed sole source purchases. Sole source purchases may include proprietary items sold directly from the manufacturer. Proprietary items are those held under exclusive title, trademark, or copyright by a private person or company. A proprietary distributorship would also apply.

Specifications that lead to sole source purchases must be avoided whenever possible as they minimize or eliminate competition unless warranted by the circumstances in the preceding paragraph.

All sole source purchases must include written documentation supporting the determination of a sole source, signed by the Department Director and submitted to the Administrative Services Department.

8. Urgency Purchases

The bidding procedures of Sections I and J may be dispensed with in the case of urgency. Urgency shall exist when the services, repair, or replacements are immediately necessary to permit the continued performance of the operations or services of the City, or to avoid the immediate danger to life, health, or property. The City Council delegates the City Manager to declare a public urgency subject to confirmation by the City Council at its next meeting for any purchase in excess of $50,000.

9. Emergency Purchases

In cases of emergency, as determined by the City Council, including, but not limited to, states of emergency defined in Section 8558 of the Government Code, when repair or replacements are necessary to permit the continued conduct of the operation of services of the City, or to avoid danger to life or property, the City Council, by majority vote, may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or give notice for bids to let contracts. The work may be done by City forces, by contract, or by a combination of the two (2). The City Council delegates to the City Manager, the authority to declare a public emergency subject to confirmation by the City Council at its next meeting.

I. Professional Services

The selection of Professional Services should be based on the professional qualifications necessary for the satisfactory performance of the Professional Services required, on demonstrated competence, and on a fair and reasonable price consistent with Government Code Section 4526 and applicable law. The cost thresholds set forth

in this section shall apply to the total cost in any one transaction, or the cumulative cost for the same Professional Services from the same Contractor arising out of the same procurement. Procurements shall not be divided so as to avoid the threshold requirements.

Informal Proposal (≤ $50,000.00):

1. Procurements of Professional Services where the total cost is expected to be $50,000.00 or less shall be made using informal proposal procedures, as set forth herein.

2. Informal proposal procedures shall be as follows:

   a. Proposals shall be obtained by written or oral request.

   b. When possible, a minimum of three vendors should be solicited.

   c. Responses shall be in writing and may be transmitted by facsimile, mail, electronically over the internet, or any other means of delivery as described in the proposal documents.

Formal Proposal (> $50,000.00):

1. Procurements of Professional Services where the total cost is expected to exceed $50,000.00 shall be made using formal proposal procedures, as set forth herein.

2. Formal proposal procedures shall be as follows:

   a. The Department Director shall use the RFP and/or RFQ process to solicit vendors. The RFP should include:

      i. Instructions to include references to related City policy such as local, woman, and minority-owned business preferences/requirements;
      ii. Specifications describing the required Professional Services;
      iii. Any required licenses, insurance and/or bond forms;
      iv. General Contract provisions;
      v. The time on or before which proposals will be received;
      vi. Where and with whom proposals shall be filed.

   b. When possible, a minimum of three vendors should be solicited. The City Manager may waive the requirements for solicitation of multiple proposals if only one individual or firm can reasonably provide the Professional Services, and/or it is in the best interest of the City to waive the requirement.

   c. Formal proposals received after the deadline for receipt of proposals shall not be accepted by the City. The City shall submit written notification to the vendors

whose proposal was received after the deadline setting forth the deadline when the proposal was actually received, and that the proposal is being rejected because it was received after the deadline.

3. If no proposals are received or if no proposals meet the requirements as specified in the RFP or RFQ documents, the City may reissue the solicitation using the informal proposal procedures, negotiate a Contract based upon the solicitation without further complying with this Section, or the City may terminate the procurement.

4. If two or more proposals are received with the same total amount, quality and service being equal, and if the public interest will not permit the delay of re-advertising for the RFP or RFQ, the City Manager may exercise discretion to accept the proposal which they determine will provide the best value to the City.

5. All proposals shall be deemed rejected if no action is taken on the proposals within 90 days after the proposals have been received and opened unless vendors agree to extend the effective date of an RFP or RFQ at the request of the City.

6. The Purchasing Officer or requesting department shall have the authority to reject all proposals if doing so is in the best interest of the City.

Selection of Consultants for Professional Services for Continuing Services

Professional consultants providing engineering, land surveying, environmental, landscape architecture, or other similar services may be retained continuously to provide professional services. The Department Director, with the approval of the Purchasing Officer, may contract on a project-by-project or on a retainer basis for additional work/services without going through the RFQ and/or RFP and selection process. At least every three (3) to five (5) years, these arrangements must be reviewed, and every effort must be made to receive proposals from at least three (3) consultants to perform the same services. This is to ensure the City is receiving the best value for, and performance level of, services contracted.

J. Bidding

Except as otherwise exempted in this policy, purchases of goods, equipment, and services must adhere to the following:

1. No Bid Required – Departments may directly purchase goods, equipment, and services to a value of $10,000. Departments must exercise reasonable prudence in seeking price quotes for such items. Bid splitting to circumvent the bidding process is prohibited.

2. Informal Bid Purchases – Purchases of goods, equipment, and services with an estimated value of over $10,000 and up to $50,000.
   Informal Bid Process

a. The responsible department must prepare a written scope of work and/or a written product specification describing the minimum requirements of the purchase.

b. Requests for bids may either be posted at City Hall, published on the City's website, mailed or e-mailed, or solicited over the phone to prospective bidders a minimum of ten (10) calendar days before the due date.

c. The department must endeavor to obtain at least three written bids. The bids may be made by mail, email or facsimile. Further negotiation with a vendor to negotiate a lower price based on the bids received from other vendors is prohibited.

d. In the event no satisfactory bids are received, the department has the option of any of the following:

   i. Abandon the purchase;

   ii. Rebid the purchase; or

   iii. Request the Purchasing Officer approval to obtain the purchase on a negotiated contract.

e. Award of Contract: Contracts for goods, equipment, and services will be approved by the Purchasing Officer to the lowest responsive and responsible bidder.

3. Formal Bid Purchases – Purchases of goods, equipment, and services with an estimated value of over $50,000.

   <u>Formal Bid Process</u>

   a. Bid Authorization: City Council must authorize staff to solicit formal bids.

   b. Notice Inviting Bids (NIB): The responsible department must include a general description of the goods, equipment, and services to be purchased or required, describe any performances or bid security required, and the time and place for the opening of bids.

   c. Bid Security: When applicable, the bidder's security will be prescribed in the NIB in an amount equal to ten percent (10%) of the bid amount. The bid security will be returned to unsuccessful bidders within sixty (60) days of the date of the award.

   d. Performance Bonds: The City may require a performance bond in such amount as it reasonably finds to protect the public interest. When applicable, the form and amount of the bonds will be described in the NIB.

e. Published Notices: The NIB must be posted on the City's website and published at least twice, not less than five days apart, in a newspaper of general circulation (required for public projects only); and, if applicable, in appropriate trade publications. The date of publication must be at least fourteen (14) calendar days before the due date.

f. Bid Opening Procedure: All formal bids must be sealed and will be publicly opened and read at the date, time, and place indicated in the published notice. Sealed bids must be submitted to the City Clerk's Department and identified as to bidder, project, and "Bid" on the envelope. A written record and tabulation will be made at the time all bids received are opened. All bids received shall be open for public inspection in the city clerk's office during business hours for 30 days after the bid opening. Bids will be destroyed in accordance with the city's adopted records retention schedule. The city reserves the right to confirm mathematical accuracy of the bids prior to award of the contract.

g. Awards of Contracts: If awarded, contracts will be awarded by the City Council to the lowest responsive and responsible bidder.

4. Bid Splitting – Purchases, contracts, public work contracts, work orders and projects must not knowingly be split into single transactions or smaller segments for the purpose of circumventing the competitive formal or informal bidding process. Bid splitting is a form of unauthorized purchasing under Section D– Responsibilities of Operating Departments.

5. Rejection of Bids – The Purchasing Officer or the requesting department may, at their discretion, recommend the rejection of any or all bids. Reasons for rejection may include, but are not limited to, the following: a bid is determined to be non-responsive; the number of bids received is inadequate; bids received are not reasonably uniform in price, or the lowest bid received is deemed to be too high.

6. Tie Bids – If two or more quotes/bids are received for the same total amount or unit price, quality and service being equal, then the department may accept the lower quotes/bids obtained through negotiation with the vendors submitting the tie quotes/bids.

7. Bid Protest – Any party that submitted a bid for the Project may file a protest regarding the purchasing decision authorized.

    a. Notice of Decision: After a decision regarding a bid award has been made, the department will post notice of the intended award on the City website. If a bidder is rejected because the bid is found non-responsive or because the bidder is deemed non-responsible, the City will give written notice to said bidder of evidence reflecting such decision.

    b. Time to File Protest: All protests must be submitted to the Office of the City Clerk by email or facsimile transmission within five (5) business days from the date on the notice of intended award.

c. Form of Protest: All protests must be in writing, state the factual basis for the protest, state the facts relevant to the protest, and all evidentiary support to rebut adverse evidence that it or another bidder was either non-responsive or not responsible. All protests have to be filed in accordance with the instructions contained in the solicitation which is the subject of the protest.

d. Protest Review: The Department Director will review all timely protests and recommend that the Purchasing Officer, or City Council if a formal bid, either reject the protest and award to the lowest responsible and responsive bidder, or accept the protest and award the bid to the next lowest responsible and responsive bidder.

e. Hearing on Protest: A hearing will be set within a reasonable time to provide a decision before final approval of the selected low bid.

f. Appeal of Purchasing Officer's Decision to City Council: Such appeals must be in writing and must be filed with the City Clerk within five (5) business days from the date of the Purchasing Officer's decision.

g. Failure to Timely Appeal: A bidder who fails to file a protest within the times set forth in this section waives any right to protest the issue further. No appeal of any decision to award a bid may occur once the contract has been awarded.

8. Exemptions from Bidding – The following are exempted from obtaining competitive bids:

    a. Legal Services

        i. Anything relating to existing or threatened litigation

        ii. Anything that protects attorney-client privileged records or discussion

    b. Anything relating to a confidential ongoing investigation and other confidential police business

    c. Advertising (airtime/newspaper/magazine ad space, not advertising agencies or design services)

    d. Public Projects under UPCCAA

    e. Government printed publications

    f. Subscriptions to publications

    g. Common carrier shipments

h. Travel payments made directly to hotels, motels, airlines or for other transportation

i. Insurance and claim settlements

j. Legal brief printing and transcription

k. Membership in professional organizations

l. Credit card payments to a bank

m. Contracts with other governmental entities

n. Permit fees including, but not limited to, those to other governmental agencies for operation of a City utility

o. Events sponsorship

p. Postage and United States Postal Service post office box fees (not private mail companies)

q. Real property purchases, escrow fees and lease payments

r. Utilities including, but not limited to, payments for electricity or gas

s. Voting materials

t. Debt services

K. Information Technology Purchases

The City recognizes that purchasing information technology on the basis of the lowest purchase price alone may not always serve the best interests of the City. Therefore, to ensure hardware requirements and software compatibility, all such purchases must be reviewed by the Administrative Services Department prior to purchase.

L. Environmentally Preferable Procurement Policy

This Policy is not intended to conflict with other City policies in terms of purchasing or procuring supplies, equipment, professional (consulting) services, maintenance agreements, and construction contracts. With that, purchases or procurements shall also conform with both of the City's Environmentally Preferable Procurement Policy (City Council Resolution No. 5686) and Sustainable Community Policy (City Council Resolution No. 5500) and the amendments thereto.

M. Uniform Guidance Federal Procurement Standards

The City is to conform purchases made with Federal funds in accordance with applicable Federal laws and standards identified in the Uniform Guidance, Procurement Standards (2 CFR 200.318-327) including but not limited to, excerpts summarized below.

Where thresholds differ between City and Federal purchasing policies, City employees utilizing Federal grants will follow the most restrictive rule.

1. General Procurements Standards

   No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. Any City employee, officer, or agent that violates such standards shall be subject to disciplinary action per the City's Personnel Rules.

   Purchases must be necessary and limit the waste of government spending by avoiding acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurement to obtain a more economical purchase. Federal excess and surplus property shall be considered in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. The City shall maintain records sufficient to detail the history of procurement, such as rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.

2. Competition

   Procurement procedures must be documented and conducted in a manner that provides full and open competition. Geographical preferences are prohibited unless mandated by a Federal statue or state license.

3. Methods of Procurement

   In addition to the City's Procurement Policy approval limits, one of the following procurement methods should be used (threshold amounts are subject to change by the Federal Acquisition Regulation and the City will follow the most current limitation):

   a. Micro-purchase: Purchase without soliciting competitive quotes if reasonable, if the aggregate dollar amount does not exceed the micro-purchase threshold (2 CFR 200.320 and 200.1).

b. Small Purchase: Purchase of property or services, the total amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. Price or rate quotes must be obtained from an adequate number of qualified sources as determined by the City/grantee. (2 CFR 200.320, 200.1)

c. Sealed Bid: Amounts greater than the simplified acquisition threshold with formal advertising awarded to the lowest responsible bidder. This method is primarily for construction contracts and a cost and price analysis must be performed. (2 CFR 320(b)(1))

d. Competitive Proposal: Amounts greater than Small Purchase when Sealed Bid is not appropriate. Proposals can either be fixed-price or cost-reimbursement and a cost and price analysis must be performed. (2 CFR 200.320(b)(2))

e. Noncompetitive Proposal: Amounts greater than Micro-purchase with justification documented and requirements met. This category applies to procurement where one of more of the following apply: (1) the acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold; (2) the item is only available from a single source; (3) when there is an emergency or urgency that will not permit a delay resulting from publicizing competitive solicitation; (4) the Federal awarding agency or pass-through entity expressly authorizes noncompetitive procurement; or (5) after solicitation of several sources, competition is determined inadequate. Sole Source procurements require approval from the Federal or pass-through funding source.

All five (5) procurement types must comply with the Procurement Standards which can be summarized generally as follows: (1) the purchase complies with the non-Federal entity's documented procedures in place, (2) purchases are necessary, (3) open competition (to the extent required by each method), (4) conflict of interest policy, and (5) proper documentation for the purchases.

4. Contracting with Small/Minority and Women's Business Enterprises

All necessary affirmative steps should be taken to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing procurement specifications, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

5. Contract Cost and Price

   Cost analysis should be performed and documented with every procurement and contract modification over the Simplified Acquisition Threshold. The cost plus a percentage of cost and percentage of construction cost methods of contracting is not to be used and the City is to make independent estimates before receiving bids or proposals.

6. Federal Awarding Agency or Pass-Through Entity Review

   The City must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure compliance with the procurement standards. The City may be exempt from procurement review if compliance determination or self-certification is relied upon.

7. Bonding Requirements

   Bid guarantees, performance bonds, and payment bonds may be required for construction/facility improvement contracts/subcontracts exceeding the Simplified Acquisition Threshold to ensure that the Federal interest in the procurement is adequately protected.

8. Contracted Provisions

   The City's contracts are to contain the provisions in the Office of Management and Budget (OMB) Federal Regulations Appendix II to Title 2, Subtitle A, Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

N. Surplus Personal Property

Refer to CMC Chapter 3.32 Surplus Personal Property.

O. Credit Card Usage

Refer to Credit Card Usage Policy.

P. Definitions / Glossary

1. Agreement. A written understanding or arrangement between two or more parties. Also see “Contract” and “Purchase Order”.

2. Addendum. A document issued during the bid period to clarify, modify or support the plans, specifications, and other bid document terms.

3. Appropriation. City Council authorization to expend public funds for a specific purpose.

4. As Is. A term indicating that goods offered for sale in existing condition are without Warranty or Guarantee.

5. Award. The acceptance of a Bid or Proposal.

6. Bid. The executed document submitted by a Bidder in response to a Notice Inviting Bids (NIB), a Request for Proposals, or a Request for Qualifications.

7. Bidder. A person or legal entity who submits a bid in response to a solicitation. Vendor. See the Bid or Proposal.

8. Blanket Purchase Order. An Agreement of no more than one year between the City and a Vendor allowing authorized City employees to charge repetitive Purchases of goods, equipment, and services on an as-needed basis at pre-arranged prices, dollar limits, and/or other terms and conditions.

9. Brand Name. A trade name that serves to identify a product or particular manufacturer.

10. Change Order. A contract amendment to a Public Works construction contract.

11. City. City shall mean the City of Carpinteria and other such districts, authorities, or agencies as may be governed by the members of the City of Carpinteria City Council.

12. City Attorney. Shall mean and include the City Attorney of the City of Carpinteria.

13. City Council. Shall mean and include the City Council of the City of Carpinteria. It shall also mean the governing boards of such other districts, authorities, or agencies as may be governed by the City Council of the City of Carpinteria.

14. City Manager. Shall mean and include the City Manager of the City of Carpinteria.

15. Competitive Bidding. The submission of prices by vendors competing for a Contract, privilege, or right to goods, equipment, or services.

16. Contract. A written, legally binding mutual agreement between two parties, e.g., an accepted Purchase Order or fully executed agreement for the purchase of goods, equipment, and services stating the expectations of both parties such as term, cost, scope of work, insurance requirements, and labor code, and prevailing wage requirements.

17. Contract Amendment. Written modification or addition to a Purchase Order or Contract/Agreement authorized by the appropriate authority, except for construction contracts (see Change Order).

18. Discount. An allowance or deduction from a normal or list price extended by a seller to a buyer to make the unit price more competitive.

19. Dispose of. To transfer or part with, to sell; get rid of; to throw out.

20. Emergency Purchase. An emergency purchase requires the declaration of emergency and City Council action as noted in PCC Sections 22050. City may perform work in accordance with PCC Section 22035 and 22050.

21. Encumbrance. Committing budgeted funds prior to receiving goods, equipment, and services; funds are shown as an encumbrance until goods, equipment, and services are received, at which time funds are expended.

22. Equipment. Personal property necessary to conduct the City's business, including, but not limited to furnishings, machinery, vehicles, rolling stock, and other property used to conduct the City's business.

23. Formal Bid. A Bid which must be submitted in a sealed envelope and in conformance with a prescribed format, is to be opened and announced at a specified time at a public opening.

24. General Services. Services such as custodial, uniform cleaning, maintenance, and other services for which the performance of such activities do not require any unique skill, special background, or training.

25. Goods. Office supplies, custodial supplies, materials, goods, tools, or other commodities used in the general conduct of the City's business, except supplies or materials for a Public Project which is regulated under the Public Contract Code section 20160, et seq.

26. Guarantee. A pledge or assurance that something is as represented and will be replaced or repaired if it fails to meet the stated Specifications.

27. Informal Bid. Written Quotations for goods, equipment, and services which, pursuant to this Policy, are not required to meet the formal bidding requirements.

Informal Bids include unsealed written quotes, quotes received via facsimile, or quotes received via email.

28. Lowest (Responsive and) Responsible Bidder. The Bidder submitting the lowest price and is capable of performing the proposed Contract. See also “Responsive Bidder” and “Responsible Bidder”.

29. Micro-purchase. A purchase of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold.

30. Micro-purchase threshold. The dollar amount at or below which a non-federal entity may purchase property or services using micro-purchase procedures.

31. Non-Responsive Bid. A Bid that does not conform to the essential requirements of the Notice Inviting Bids. Non-Conforming Bid. Unresponsive Bid.

32. Notice Inviting Bids (NIB). A formal notice, posted on the City’s website, or published in the newspaper (required for public projects only) or elsewhere or sent directly to potential Bidders, notifying them that the City is accepting bids for a specific purpose.

33. On-Call Contracts. Contracts without a specific project scope of work, but rather categorized around general types of anticipated work or trades. When a specific scope of work is identified, task orders are authorized based on either a not-to-exceed time and materials basis or on a negotiated lump sum amount, using the unit-priced bid by the contracts. The contracts are typically on an annual or multi-year basis.

34. Procurement. The act of obtaining or buying goods or services.

35. Professional Services. Any work performed by an auditor, attorney, doctor, architect, engineer, land surveyor, construction project manager, appraiser, expert, or consultant.

36. Proposal. The executed document submitted by an offeror or in response to a Request for Proposals (and the basis for subsequent negotiation).

37. Public Contract Code (PCC). Shall mean the Public Contract Code of the State of California.

38. Public Project (See Public Contract Code section 22002). “Public project” means any of the following:

    a. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

    b. Painting or repainting of any publicly owned, leased, or operated facility.

c. In the case of a publicly owned utility system, a “public project” shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

“Public project” does not include maintenance work. For purposes of this section, “maintenance work” includes all of the following:

a. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

b. Minor repainting.

c. Resurfacing of streets and highways at less than one inch.

d. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

e. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

f. “Facility” means any plant, building, structure, ground facility, or utility system, subject to the limitation found in paragraph (3) of subdivision (c), real property, streets and highways, or other public work improvement.

37. Purchase. Renting, leasing, purchasing, licensing, or trade of goods, equipment, and services.

38. Purchase Order. A Purchaser’s document to formalize a Purchase transaction with a Vendor. Acceptance of a Purchase Order constitutes a Contract; a Purchaser’s written offer to a supplier stating all terms and conditions of a proposed transaction.

39. Purchasing Division. The division and/or department within the organization to which the purchasing function has been delegated by the Purchasing Officer.

40. Purchasing Officer. The City Manager or their designated representative.

41. Qualified Bidder. A “qualified” bidder, is a bidder that demonstrates the following characteristics:

a. Can provide product quality, fitness, and capacity for the required usage.

b. Has the ability, capacity, and skill to perform the contract or provide the service required.

c. Has demonstrated character, integrity, reputation, judgment, experience, and efficiency, particularly concerning past purchases by the City or other public agencies.

d. Has the ability to perform within the time required.

e. Has shown the quality of performance and/or of products provided in previous contracts or services with the City or other public agencies.

f. Note: Previous documented incidents of unsatisfactory performance and/or unsatisfactory delivery, materials, or services may also result in a determination of unqualified.

42. Quotation. A Bid. A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective Purchaser, usually for Purchases below the amount requiring Formal Bidding.

43. Urgency Purchase. An urgency purchase does not require a declaration of emergency but must only be made to preserve or protect life, health or property, or upon natural disaster, or to forestall a shutdown of essential public services, or for reasons as determined by the City Manager.

44. Request for Proposal (RFP). All documents, whether attached or incorporated by reference, are utilized for soliciting competitive cost Proposals including the scope of work.

45. Request for Qualifications (RFQ). Documents are prepared to solicit the qualification of professionals or pricing options for a product or service.

46. Responsible Bidder. A person who has the capability in all respects to perform in full the Contract requirements, and the integrity and reliability which will assure good faith performance.

47. Responsive Bidder. (1) A person who has submitted a Bid that conforms in all material respects to the Notice Inviting Bids (NIB) or (2) one whose Bid conforms in all material respects to the terms and conditions, Specifications and other requirements of the NIB.

48. Sealed Bid. A Bid which has been submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of all Bids; required on Formal Bids.

49. Sole Source. A determination that there is only one reasonably known capable supplier due to the unique nature of the requirements, the supplier, or market conditions for the goods, equipment, and services.

50. Specifications. A description of what the Purchaser seeks to buy or accomplish, and consequently, what a Bidder must be responsive to in order to be considered for

Award of a Contract. A Specification may be a description of the physical or functional characteristics, or the nature of goods, equipment, and services. It may include a description of any requirements for inspecting, testing, or preparing goods, equipment, and services for delivery.

51. Split. To divide a Purchase into two or more parts to avoid the requirements of the Procurement Policy. This action is prohibited by the Policy.

    Example:

    Split: If a department knows it will use $51,000 of a particular supply in one fiscal year and places two orders six months apart to keep each order below the $50,000 limit, the action is considered Splitting and is not allowed under the Policy.

    Not Split: If a department hires ABC Engineering to prepare a fee study for $8,000 and also hires the same company to oversee a capital improvement project for $9,000, the action is not considered Splitting.

52. Surplus Personal Property. Any City property that is no longer needed or usable by the holding department. Refer to CMC Chapter 3.32 Surplus Personal Property.

53. Vendor. A supplier of goods, equipment, and services.

54. Warranty. The representation that something is true. Not to be confused with “Guarantee”. A representation of utility, condition, and durability made by a Bidder or offeror for a product offered.

ATTACHMENT C

Carpinteria Municipal Code Chapter 2.08 City Manager and Chapter 3.32 Purchasing System

Chapter 2.08 – CITY MANAGER

2.08.150 - Authority to sign written contracts, draw warrants on the city treasury, sign instruments requiring city seal.

A. The city manager or his/her designee may execute on behalf of the city any contract which has received prior approval of the city council.

B. The city manager or his/her designee shall be authorized to execute contracts of thirty thousand dollars or less without prior approval of the city council where the amount of such contract is within a budgeted appropriation. The city manager or his/her designee may bring such contract to the city council for approval. Contracts exceeding thirty thousand dollars shall be approved by the council prior to execution.

C. A list of contracts, if any, executed by the city manager and/or his/her designee pursuant to subsection B of this section shall be presented to the city council for their information via a subsequent report. The report shall be presented to the council no later than the calendar month following execution of the contract(s).

D. A warrant on the city treasury may be drawn, in any amount, if such warrant contains two of the signatures of the following city officers:

1. City manager;

2. Administrative services director;

3. City clerk;

4. Human resources administrator;

5. Accounting supervisor.

E. No warrant shall be drawn on an account for which there is not an adequate remaining appropriation approved by the city council.

F. A list of warrants drawn on the city treasury executed pursuant to subsection D of this section shall be presented to the city council for their information via a subsequent report. The report shall be presented to the council no later than the calendar month following the drawing of the warrant(s).

G. The city clerk shall have the authority to sign all instruments requiring the city seal.

H. A list of all instruments signed by the city clerk requiring the city seal shall be prescribed to the city council for their information via a subsequent report. The report shall be presented to the council no later than the calendar month following the signing of such document(s).

Chapter 3.32 - PURCHASING SYSTEM

3.32.010 - Adoption system—Purpose.

In order to establish efficient procedures for the purpose of supplies and equipment, to secure for the city supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is adopted.

3.32.020 - Purchasing officer—Created by appointment—Powers and duties.

There is created the position of purchasing officer. He shall be the city manager or such other full-time city employee appointed by the city manager. The purchasing officer shall exercise general supervision over the purchasing function. The duties of the purchasing officer may be combined with those of any other office or position. The purchasing officer shall have the authority to provide general supervision of the following functions:

A. Purchase of or contracting for supplies and equipment required by any city department in accordance with the purchasing procedures prescribed by this chapter, such administrative regulations as the purchasing officer may adopt for the internal management and operation of the purchasing division, or such other rules and regulations as may be prescribed by the city council and/or city manager;

B. Negotiation and execution of contracts for the purchase of supplies and equipment;

C. Procure for the city supplies and equipment at maximum quality and least expense to the city;

D. Obtaining of as full and open competition as possible on all purchases;

E. Preparation and recommendation to the city council of rules governing the purchase of supplies and equipment for the city;

F. Preparation and recommendation to the city council of revisions and amendment to the purchasing rules;

G. Education regarding current developments in the field of purchasing, prices, market conditions and new products;

H. Prescription and maintenance of such forms as are reasonably necessary to the operation of this chapter;

I. Supervision of the inspection of all supplies and equipment purchased to ensure conformance with specifications;

J. Recommendations for the transfer of *surplus* or unused supplies and equipment between departments as needed;

K. Maintenance of records needed for the efficient purchase of supplies and equipment.

3.32.030 - Inspection and testing of purchases and samples authorized.

The purchasing officer shall have authority to inspect supplies and equipment delivered to determine their conformance with specifications set forth in the order. The purchasing officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of quality and conformance with specifications.

3.32.040 - City departments—Justification of requirements.

All city departments shall justify their requirements in supplies and equipment in preparation and as a component of the city's annual budget.

3.32.050 - *Surplus* supplies—Trade-ins authorized.

The purchasing officer shall have authority to supervise the exchange or trade-in of all supplies and equipment which have become unsuitable for city use for new supplies and equipment.

3.32.060 - Review of expenditures—Budget adjustment.

The purchasing officer shall review the expenditures of city departments on a regular basis to ensure that budgetary appropriations are not exceeded. If city departmental budgets are exceeded by purchase of supplies and equipment, prior consent therefor through budget adjustment shall be required.

3.32.070 - Purchases—Bidding required—Exception.

Except as otherwise provided in this chapter purchases of supplies and equipment shall be by bid procedures pursuant to Sections 3.32.070 through 3.32.180. Bidding may be dispensed with when an emergency requires that an order be placed with the nearest available source of supply, or when the unit value of the goods involved is less than five thousand dollars, or when the commodity can be obtained from only one vendor.

3.32.080 - Formal contract bidding—Required when.

Except as otherwise provided in this chapter, purchase of supplies and equipment of an estimated unit value greater than five thousand dollars shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed in Sections 3.32.090 through 3.32.150.

3.32.090 - Formal contract bidding—Solicitation of bids.

A. Notice Inviting Bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured, and the time and place for opening bids.

B. Published Notice. Notices inviting bids shall be published at least ten days before the date of opening of the bids. Notices shall be published at least once in a newspaper of general circulation, printed and published in the city, or if there is none, it shall be posted in at least three public places in the city that have been designated by ordinance as the places for posting public notices.

C. Bulletin Board. The purchasing officer may also advertise pending purchases by a notice posted on a public bulletin board in the City Hall.

3.32.100 - Formal contract bidding—Bidder's security.

When deemed necessary by the purchasing officer, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided, however, that a successful bidder shall forfeit his bid security upon his refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless in the latter event the city is solely responsible for the delay in executing the contract. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the contract price differential between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. If the city council rejects all bids presented, and readvertises, the amount of the lowest bidder's security may be used to offset the cost of receiving new bids, and the surplus, if any, shall be returned to the lowest bidder.

3.32.110 - Formal contract bidding—Opening procedure—Tabulation open to public.

Sealed bids shall be submitted to the purchasing officer and shall be identified as "bids" on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.

3.32.120 - Formal contract bidding—Rejection and readvertising authorized.

In its discretion, the city council may reject any and all bids presented and readvertise for bids pursuant to the procedure prescribed in Section 3.32.090.

3.32.130 - Formal contract bidding—Award of contract to low bidder.

Except as otherwise provided in this chapter, contracts shall be awarded by the city council to the lowest responsible bidder.

3.32.140 - Formal contract bidding—Tie bid procedure.
If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids,

the city council may in its discretion accept the one it chooses or accept the lowest bid made by and after negotiation with the tie bidders at the time of the bid opening.

3.32.150 - Formal contract bidding—Performance bond authorized—Notice.

The city council shall have the authority to require a performance bond before entering a contract in such amount as it finds responsibly necessary to protect the best interest of the city. If the city council requires a performance bond, the form and amount of bond shall be described in the notice inviting bids.

3.32.160 - Open market purchase—When authorized.

Purchases of supplies and equipment of an estimated unit value of five thousand dollars or less may be made by the purchasing officer in the open market pursuant to the procedure hereinafter prescribed and without observing the procedure prescribed in Sections 3.32.080 through 3.32.150.

3.32.170 - Open market purchase—Solicitation of bids.
The purchasing officer shall solicit bids or place orders by written requests to prospective vendors, by telephone, and/or by public notice posted on a public bulletin board in the City Hall.

3.32.180 - Open market purchase—Records required and open to public.

The purchasing officer shall keep a record of all open market orders for a period of one year after the placing of orders. This record, while so kept, shall be open to public inspection.

3.32.190 - Open market purchase—Minimum number of bids—Award to low bid.

Open market purchases shall, wherever possible, be based on at least three bids or responses by vendors.

3.32.200 - Informal bidding procedures.

A. Informal Bid. Public projects, as defined by the California Uniform Construction Cost Accounting Act, and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

B. Contractors List. A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

C. Notice Inviting Informal Bids. Where a public project is to be performed which is subject to the provisions of this section, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, and to all construction trade journals as

specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids, provided however:

1. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the commission.

2. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

D. Award of Contracts. The city manager or his/her designee is authorized to award informal contracts pursuant to this section.

3.32.210 - Cooperative purchasing.

A. Cooperative Purchasing Agreements. Nothing in Chapter 3.32 shall prohibit the participation by the City of Carpinteria in any voluntary cooperative purchasing agreement, agreements or programs entered into between the City of Carpinteria and any local, state, or federal government, or association of governmental agencies within the United States which is authorized by state or federal law or regulations.

B. Surrogate Bidding. Nothing contained in this chapter shall prohibit the participation by the City of Carpinteria in a surrogate bidding process where the City purchases equipment, supplies, or services at the same price as a contract awarded by another local, state, or federal government, or association of governmental agencies within the United States following a competitive bidding process that substantially conforms to the City's purchasing procedures.

C. Federal GSA Contracts, California Multiple Awards Schedule Contracts and Leverage Procurement Agreements. Nothing contained in this chapter shall prohibit the participation by the City of Carpinteria in any purchase under a Federal General Service Administration (GSA) contracts, California Multiple Award Schedule Contract, Leverage Procurement Agreement or other similar agreement authorized by state or federal law or regulations.

D. Authority to Act. The purchasing officer is authorized in his or her discretion to act under the provisions of Chapter 3.32 to procure for the City supplies and equipment in conjunction with such voluntary cooperative purchasing agreement, surrogate bidding process, California Multiple Award Schedule Contract, or California Leverage Procurement Agreement or other similar agreements authorized by state or federal law or regulations to the extent such purchases are within the budget approved by the City Council. The procedures set forth in Sections 3.32.080 through 3.32.190 shall not apply to the purchase supplies and equipment through any voluntary cooperative purchasing agreement, surrogate bidding process, California Multiple Award Schedule Contract, or California Leverage Procurement Agreement or other similar agreements authorized by state or federal law or regulations entered into under the provisions of this section. All formal contract and bidding procedures to be followed in such cases shall be those

specifically enumerated in the voluntary cooperative purchasing agreement, surrogate bidding process, California Multiple Award Schedule Contract, or California Leverage Procurement Agreement or other similar agreements authorized by state or federal law or regulations.

ATTACHMENT D

Carpinteria Municipal Code Chapter 2.08 City Manager and Chapter 3.32 Purchasing System - REDLINE

Chapter 2.08 – City Manager

2.08.150 - Authority to sign written contracts, draw warrants on the city treasury, sign instruments requiring city seal.

A. The city manager or his/her designee may execute on behalf of the city any contract which has received prior approval of the city council.

B. The city manager or his/her designee shall be authorized to execute contracts of ~~thirty~~ fifty thousand dollars ($50,000) or less without prior approval of the city council where the amount of such contract is within a budgeted appropriation. The city manager or his/her designee may bring such contract to the city council for approval. Contracts exceeding fifty ~~thirty~~ thousand dollars ($50,000) shall be approved by the council prior to execution.

C. A list of contracts, if any, executed by the city manager and/or his/her designee pursuant to subsection B of this section shall be presented to the city council for their information via a subsequent report. The report shall be presented to the council no later than the calendar month following execution of the contract(s).

D. A warrant on the city treasury may be drawn, in any amount, if such warrant contains two of the signatures of the following city officers:

1. City manager;

2. Administrative services director;

3. City clerk;

4. Human resources administrator;

5. Accounting supervisor.

E. No warrant shall be drawn on an account for which there is not an adequate remaining appropriation approved by the city council.

F. A list of warrants drawn on the city treasury executed pursuant to subsection D of this section shall be presented to the city council for their information via a subsequent report. The report shall be presented to the council no later than the calendar month following the drawing of the warrant(s).

G. The city clerk shall have the authority to sign all instruments requiring the city seal.

H. A list of all instruments signed by the city clerk requiring the city seal shall be prescribed to the city council for their information via a subsequent report. The report shall be presented to the council no later than the calendar month following the signing of such document(s).

Chapter 3.302 - PURCHASING SYSTEM

3.32.010 - Adoption of purchasing system—Purpose.

In order to establish efficient procedures for the purpose of supplies and equipment, to secure for the city supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is adopted.

To establish efficient procedures for purchasing supplies, equipment, and services at the lowest possible cost while ensuring necessary quality, and to exercise positive financial control over purchases through clearly defined purchasing authority, the City of Carpinteria's purchasing system shall adhere to the procurement policy adopted by the City Council and set forth in the City's Administrative Services Policies and Procedures.

3.32.020 - Purchasing officer—Created by appointment—Powers and duties.

There is created the position of purchasing officer. He shall be the city manager or such other full-time city employee appointed by the city manager. The purchasing officer shall exercise general supervision over the purchasing function. The duties of the purchasing officer may be combined with those of any other office or position. The purchasing officer shall have the authority to provide general supervision of the following functions:

A. Purchase of or contracting for supplies and equipment required by any city department in accordance with the purchasing procedures prescribed by this chapter, such administrative regulations as the purchasing officer may adopt for the internal management and operation of the purchasing division, or such other rules and regulations as may be prescribed by the city council and/or city manager;

B. Negotiation and execution of contracts for the purchase of supplies and equipment;

C. Procure for the city supplies and equipment at maximum quality and least expense to the city;

D. Obtaining of as full and open competition as possible on all purchases;

E. Preparation and recommendation to the city council of rules governing the purchase of supplies and equipment for the city;

F. Preparation and recommendation to the city council of revisions and amendment to the purchasing rules;

G. Education regarding current developments in the field of purchasing, prices, market conditions and new products;

H. Prescription and maintenance of such forms as are reasonably necessary to the operation of this chapter;

I. Supervision of the inspection of all supplies and equipment purchased to ensure conformance with specifications;

J. Recommendations for the transfer of *surplus* or unused supplies and equipment between departments as needed;

K. Maintenance of records needed for the efficient purchase of supplies and equipment.

3.32.030 - Inspection and testing of purchases and samples authorized.

The purchasing officer shall have authority to inspect supplies and equipment delivered to determine their conformance with specifications set forth in the order. The purchasing officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of quality and conformance with specifications.

3.32.040 - City departments—Justification of requirements.

All city departments shall justify their requirements in supplies and equipment in preparation and as a component of the city's annual budget.

3.32.050 - *Surplus* supplies—Trade-ins authorized.

The purchasing officer shall have authority to supervise the exchange or trade-in of all supplies and equipment which have become unsuitable for city use for new supplies and equipment.

3.32.060 - Review of expenditures—Budget adjustment.

The purchasing officer shall review the expenditures of city departments on a regular basis to ensure that budgetary appropriations are not exceeded. If city departmental budgets are exceeded by purchase of supplies and equipment, prior consent therefor through budget adjustment shall be required.

3.32.070 - Purchases—Bidding required—Exception.

Except as otherwise provided in this chapter purchases of supplies and equipment shall be by bid procedures pursuant to Sections 3.32.070 through 3.32.180. Bidding may be dispensed with when an emergency requires that an order be placed with the nearest available source of supply, or when the unit value of the goods involved is less than five thousand dollars, or when the commodity can be obtained from only one vendor.

3.32.080 - Formal contract bidding—Required when.

Except as otherwise provided in this chapter, purchase of supplies and equipment of an estimated unit value greater than five thousand dollars shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed in Sections 3.32.090 through 3.32.150.

~~3.32.090 - Formal contract bidding—Solicitation of bids.~~

~~A. Notice Inviting Bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured, and the time and place for opening bids.~~

~~B. Published Notice. Notices inviting bids shall be published at least ten days before the date of opening of the bids. Notices shall be published at least once in a newspaper of general circulation, printed and published in the city, or if there is none, it shall be posted in at least three public places in the city that have been designated by ordinance as the places for posting public notices.~~

~~C. Bulletin Board. The purchasing officer may also advertise pending purchases by a notice posted on a public bulletin board in the City Hall.~~

~~3.32.100 - Formal contract bidding—Bidder's security.~~

~~When deemed necessary by the purchasing officer, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided, however, that a successful bidder shall forfeit his bid security upon his refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless in the latter event the city is solely responsible for the delay in executing the contract. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the contract price differential between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. If the city council rejects all bids presented, and readvertises, the amount of the lowest bidder's security may be used to offset the cost of receiving new bids, and the surplus, if any, shall be returned to the lowest bidder.~~

~~3.32.110 - Formal contract bidding—Opening procedure—Tabulation open to public.~~

~~Sealed bids shall be submitted to the purchasing officer and shall be identified as "bids" on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.~~

~~3.32.120 - Formal contract bidding—Rejection and readvertising authorized.~~

~~In its discretion, the city council may reject any and all bids presented and readvertise for bids pursuant to the procedure prescribed in Section 3.32.090.~~

~~3.32.130 - Formal contract bidding—Award of contract to low bidder.~~

~~Except as otherwise provided in this chapter, contracts shall be awarded by the city council to the lowest responsible bidder.~~

~~3.32.140 - Formal contract bidding—Tie bid procedure.~~

~~If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the city council may in its discretion accept the one it chooses or accept the lowest bid made by and after negotiation with the tie bidders at the time of the bid opening.~~

~~3.32.150 - Formal contract bidding—Performance bond authorized—Notice.~~

~~The city council shall have the authority to require a performance bond before entering a contract in such amount as it finds responsibly necessary to protect the best interest of the city. If the city council requires a performance bond, the form and amount of bond shall be described in the notice inviting bids.~~

~~3.32.160 - Open market purchase—When authorized.~~

~~Purchases of supplies and equipment of an estimated unit value of five thousand dollars or less may be made by the purchasing officer in the open market pursuant to the procedure hereinafter prescribed and without observing the procedure prescribed in Sections 3.32.080 through 3.32.150.~~

~~3.32.170 - Open market purchase—Solicitation of bids.~~

~~The purchasing officer shall solicit bids or place orders by written requests to prospective vendors, by telephone, and/or by public notice posted on a public bulletin board in the City Hall.~~

~~3.32.180 - Open market purchase—Records required and open to public.~~

~~The purchasing officer shall keep a record of all open market orders for a period of one year after the placing of orders. This record, while so kept, shall be open to public inspection.~~

~~3.32.190 - Open market purchase—Minimum number of bids—Award to low bid.~~

~~Open market purchases shall, wherever possible, be based on at least three bids or responses by vendors.~~

~~3.32.200 - Informal bidding procedures.~~

~~A. Informal Bid. Public projects, as defined by the California Uniform Construction Cost Accounting Act, and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.~~

~~B. Contractors List. A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.~~

C. Notice Inviting Informal Bids. Where a public project is to be performed which is subject to the provisions of this section, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids, provided however:

1. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the commission.

2. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

D. Award of Contracts. The city manager or his/her designee is authorized to award informal contracts pursuant to this section.

3.32.210 - Cooperative purchasing.

A. Cooperative Purchasing Agreements. Nothing in Chapter 3.32 shall prohibit the participation by the City of Carpinteria in any voluntary cooperative purchasing agreement, agreements or programs entered into between the City of Carpinteria and any local, state, or federal government, or association of governmental agencies within the United States which is authorized by state or federal law or regulations.

B. Surrogate Bidding. Nothing contained in this chapter shall prohibit the participation by the City of Carpinteria in a surrogate bidding process where the City purchases equipment, supplies, or services at the same price as a contract awarded by another local, state, or federal government, or association of governmental agencies within the United States following a competitive bidding process that substantially conforms to the City's purchasing procedures.

C. Federal GSA Contracts, California Multiple Awards Schedule Contracts and Leverage Procurement Agreements. Nothing contained in this chapter shall prohibit the participation by the City of Carpinteria in any purchase under a Federal General Service Administration (GSA) contracts, California Multiple Award Schedule Contract, Leverage Procurement Agreement or other similar agreement authorized by state or federal law or regulations.

D. Authority to Act. The purchasing officer is authorized in his or her discretion to act under the provisions of Chapter 3.32 to procure for the City supplies and equipment in conjunction with such voluntary cooperative purchasing agreement, surrogate bidding process, California Multiple Award Schedule Contract, or California Leverage Procurement Agreement or other similar agreements authorized by state or federal law or regulations to the extent such purchases are within the budget approved by the City Council. The procedures set forth in Sections 3.32.080 through 3.32.190 shall not apply

~~to the purchase supplies and equipment through any voluntary cooperative purchasing agreement, surrogate bidding process, California Multiple Award Schedule Contract, or California Leverage Procurement Agreement or other similar agreements authorized by state or federal law or regulations entered into under the provisions of this section. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement, surrogate bidding process, California Multiple Award Schedule Contract, or California Leverage Procurement Agreement or other similar agreements authorized by state or federal law or regulations.~~

Chapter 3.31 – PUBLIC PROJECT BIDDING

3.31.010 - Purpose.

This chapter is enacted for the purpose of implementing the Uniform Public Construction Cost Accounting Act ("Act") (Public Contract Code section 22000 et seq.) and the policies and procedures of the California Uniform Construction Cost Accounting Commission ("Commission"). The City elected, via Resolution No. 4603, to become subject to the Uniform Public Construction Cost Accounting Procedures on May 22, 2000.

3.31.020 - Public project bidding requirements.

The cost limitations and circumstances for determining whether a public project may be performed by force account, negotiated contract, purchase order, informal bidding, or formal bidding are those set forth in the Act.

3.31.030 - Informal bidding procedures.

Public projects in amounts established by Public Contract Code section 22032, as it may be amended from time to time, that are subject to informal bid procedures may be let to contract as follows:

A. Contractors List. The City will develop and maintain a list of contractors in accordance with section 22034 of the Act and the criteria established by the Commission.

B. Notice to Contractors. The City will solicit bids by written request to contractors licensed and experienced for the type of public work to be performed from the City's list of qualified contractors established pursuant to this section. Qualified contractors on the list for the category of work to be performed and all construction trade journals specified by the Commission pursuant to section 22036 of the Act will be mailed a notice inviting informal bids unless the product or service is proprietary.

C. Form of Notice. The notice inviting informal bids must describe (1) the project in general terms, (2) how to obtain more detailed information concerning the project, and (3) state the time and place for the submission of bids.

D. The mailing of notices to such qualified contractors and construction trade journals shall be completed not less than 10 calendar days before bids are due.

E. Award of Contract. The award of the contract may be made to the lowest responsible bidder. If two or more bids are the same and the lowest, the City may accept the one it chooses. If all bids received are in excess of the amounts permitted for informal contracts, an award may be made pursuant to Public Contract Code section 22034.

F. Rejection or Absence of Bids. The City reserves the right to reject any and all bids presented. If the City rejects all bids received and after reevaluating its cost estimate of the project, it may either abandon the project, readvertise for bids, or by passage of a resolution by 4/5 vote of the council declare the project may be more economically performed by City employees and have the project done by force account. If no bids are received, the public project may be performed by City employees by force account or by negotiated contract.

3.31.040 - Formal bidding procedures.

Public projects that exceed the maximum permitted amount under the Act for informal bidding and are not otherwise exempt must be let to contract by formal bidding procedures in accordance with the Act and other applicable provisions of the Public Contract Code. Notice inviting formal bids shall be in accordance with Public Contract Code section 22037.

3.31.050 - Delegation of authority to award contracts.

The City Manager is authorized, without City Council approval, to award contracts pursuant to this chapter for a public project to be performed by force account, negotiated contract, purchase order, or informal bidding. Contracts to be awarded based upon formal bidding procedures must be approved by the City Council.

CHAPTER 3.32 - SURPLUS PERSONAL PROPERTY

3.32.010 – Authority

Surplus Personal Property belonging to the City shall be disposed of according to the provisions of this Chapter. Pursuant to the City's Procurement Policy, the City Manager has the power and duty to dispose of the City's Surplus Personal Property that is no longer required for public use.

3.32.020 - Surplus personal property defined.

For purposes of this Chapter, the following words and phrases shall be construed to have the meanings set forth in this Section, unless it is apparent from the context that a different meaning is intended:

A "Personal property" means all property, other than real property, consisting of things that are temporary or moveable.

B. "Surplus" means personal property that: (1) Does not function in whole or in part; (2) Requires repair that is too costly or not feasible; (3) Is technologically or otherwise

obsolete; (4) Worn out or at the end of its useful life; (5) Is otherwise no longer useful to the City; (6) Is not needed in the foreseeable future to meet City needs or responsibilities.

3.32.030 - Duty to report surplus personal property.

A. From time to time, the head of each department shall submit to the City Manager a list of personal property deemed surplus for the use of such department, and the same shall be known as Surplus Personal Property. The City Manager may transfer personal property deemed surplus by one department to another department of the City prior to disposing of it as provided in Section 3.32.040 of this Chapter.

B. Personal property purchased with grant funds may have inherent disposal requirements. Department heads should review grant documents to identify any specific restrictions related to the disposal, sale or re-use of Personal Property prior to notifying the City Manager of the item's status as surplus. Absent any restrictions, Personal Property purchased with grant funds will be handled in the same manner as other Surplus Personal Property.

3.32.040 - Disposal required.

A. The City Manager is authorized to sell or dispose of Surplus Personal Property having a salvage value in the open market by any means legally available including, but not limited to, the following: public auction; electronic auction or sale, including internet-based market places and consignment; competitive sealed bid; negotiated sale to other public or quasi-public agencies; or exchange or trade in for new goods or other personal property for use by the City. If the property designated as Surplus Personal Property has an estimated value greater than one hundred thousand dollars ($100,000.00), the City Manager shall dispose of such property as directed and provided by resolution of the City Council.

B. Surplus Personal Property should generally be sold at fair market value. Sales prices of less than fair market value should be supported by written justification supporting the reduced price. Extremely reduced pricing may require City Council approval.

3.32.050 - Property designated as having no value.

Surplus Personal Property that is determined by the City Manager to be unsalable or to have little or no estimated salvage or appraisal value, such that disposal by such means would result in unnecessary cost, effort or expense to the City, may be disposed of by the City Manager in any manner he deems appropriate, including but not limited to, recycling or disposing the same in an environmentally responsible manner. In the event of such disposal, the City Manager or his designee shall retain records of such disposition as provided in Section 3.32.060, below.

3.32.060 - Records.

The City Manager or his designee shall keep detailed records of all Surplus Personal Property that has been disposed of, including amounts received for the sale of surplus

personal property, for a period of at least two years; and shall provide the City Council with an annual report of said dispositions, if any.

3.32.070 - Donations.

In addition to the methods of disposal listed in this Chapter, the City Manager may authorize the disposal of Surplus Personal Property through donation of such property to a governmental, public or quasi-public agency, or to a charitable or other nonprofit organization.

3.32.080 - Proceeds of sale.

Proceeds from the sale of Surplus Personal Property shall be deposited into the appropriate fund as determined by the Administrative Services Director.

3.32.090 - Purchase or receipt of surplus personal property by city personnel prohibited.

No City officer or employee, or members of their immediate family, shall purchase City Surplus Personal Property sold in accordance with this Chapter, unless the same is offered to the general public (e.g., though auction services). In order to avoid a prohibited gift of public funds, no City officer or employee, or members of their immediate family, shall receive or accept City Surplus Personal Property that has been designated as having little or no value and/or which is intended for donation by the City in accordance with this Chapter.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
July 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Adopt Resolution No. 6339, combining and amending the Conditions of Employment for Miscellaneous Unrepresented and Management Personnel including amendments to classification, work schedules, compensation adjustments, leave, holidays and health benefits.

STAFF RECOMMENDATION

Adopt Resolution No. 6339, combining and amending the Conditions of Employment between the City of Carpinteria and Miscellaneous Unrepresented and Management Personnel, including amendments to classification, work schedules, compensation adjustments, leave, holidays, and health benefits for the period of July 1, 2024 – June 30, 2025, and authorize the City Manager to implement the changes retroactively to July 1, 2024.

Sample Motion: I move to adopt Resolution Nos. 6339, as read by title only.

BACKGROUND

The City of Carpinteria conducts regular reviews and updates of the Conditions of Employment for Miscellaneous Unrepresented and Management Personnel to achieve the following objectives:

- **Maintain fair and competitive compensation and benefits** by ensuring market competitiveness, attracting and retaining top talent, and adjusting for inflation and cost of living changes.
- **Ensure compliance with evolving labor laws and regulations** to meet federal, state, and local legal requirements and align with best practices.
- **Promote employee satisfaction and morale** through improved work-life balance and recognition of employee contributions.
- **Enhance organizational efficiency and effectiveness** by aligning job roles with operational needs and fostering a high-performance culture.
- **Incorporate employee feedback and address diverse needs** to customize benefits, meet employee needs, and create a supportive and inclusive work environment.

- **Support the City's strategic goals and operational changes** by aligning employment conditions with strategic priorities and adapting to technological advancements and changing service demands.
- **Foster a fair, supportive, and progressive workplace** that promotes equity and inclusion, reflecting the City's commitment to employee well-being.

Since 1992, there have been two separate COEs for nonexempt Miscellaneous Unrepresented Personnel (Resolution No. 2093) and Management Personnel (Resolution 3032). Since that time, several revisions have occurred. However, most recently, on July 24, 2023, the City Council adopted Resolutions No. 6263 and 6264 approving the Conditions of Employment (COE) for Miscellaneous Unrepresented and Management Personnel, respectively. The approved COEs included changes to core benefits to be consistent with the Memorandum of Understanding with SEIU. In addition, at the July 24, 2023 City Council meeting, staff notified Council of the need to conduct a review of both COE documents to identify additional improvements in the COEs and to determine the necessity to merge these documents.

Upon detailed review, staff has identified that the two COE documents have significant overlapping language and therefore a merger of these documents is recommended to streamline and unify administrative practices within the City of Carpinteria. Aligning these policies will ensure consistency across all levels of City personnel, improve efficiency, and reinforce the City's commitment to follow best practices, and ensure equitable treatment. In addition, the single document clearly distinguishes the differences between Miscellaneous Unrepresented and Management personnel.

In addition to merging the two COE documents, staff has identified additional improvements affecting the classification, work schedules, compensation, leave regulations, legal holidays, and fitness program. The proposed changes are designed to support employee well-being, operational and fiscal efficiency, legal compliance, and competitiveness in attracting and retaining a skilled workforce essential for delivering public services effectively.

The draft version of the proposed COE changes was presented to all staff on April 25, 2024. The feedback from staff regarding these changes has been positive. On May 23, 2024, the Finance Committee was also presented the proposed COE changes. The Committee agreed to have staff present the proposed COE to the City Council for consideration and potential approval. Additionally, on June 24, 2024, a side letter was presented to SEIU outlining the proposed changes. SEIU declined side letter amendments and prefers to discuss proposed changes in the future.

The purpose of this agenda item is to approve the COE recommended changes which will further enhance operational efficiency and will increase the City's market competitiveness.

DISCUSSION

Attached to Resolution 6339 (Attachment A) is the proposed final COE (Exhibit 1) for the Miscellaneous Unrepresented and Management Personnel. The "red line" version of a merged COE (Attachment B) consisting of Resolutions No. 6263 (COE for Miscellaneous Unrepresented Personnel) and No. 6264 (COE for Management Personnel) highlights the proposed changes. The key recommended changes are summarized below:

- Section 1. Classification
  - Miscellaneous Personnel are non-exempt positions whereas Management Personnel are exempt positions. Additional language is added to designate Management Personnel as Executive Management, Mid-Management, or Management. Position classifications have been designated by salary Resolution No. 6333.

- Section 2. Work Schedule
  - 2.2 Work Schedules Defined: This section has been added to define a uniform set of guidelines related to work schedules: 9/80, 4/40, and 5/40 work schedules.
  - 2.3 Flexible Hours: This section pertaining to Management employees has been removed. Management employees are exempt from overtime and currently accrue flex hours for hours worked beyond their regularly scheduled workday. For best practices, Flex hours and Administrative Leave (which is currently included in PTO) are being removed and replaced with Management Leave hours.

- Section 3. Compensation and Benefits
  - 3.3 Base Wage Adjustment: The evaluation date for an employee is being revised to be consistent with current practice. An employee hired or promoted on or after July 1, 2022, will have a 12-month evaluation on their one-year anniversary date of hire or promotion. The employee will then be evaluated annually on that date. An employee hired or promoted on or before June 30, 2022, will continue to have an annual evaluation on July 1.
  - 3.3 B(a) Base Wage Adjustment: Currently, employees may be eligible for a performance-based merit increase up to 8%. Due to budgetary constraints, for Fiscal Year 2024-25, the maximum merit increase will be capped at 5%.
  - 3.3 B(b) Base Wage Adjustment: A 3.9% cost of living adjustment (COLA) will be applied to the salaries of Management and Miscellaneous employees, based on the California Consumer Price Index (CPI) for March 2024, specific to the Los Angeles-Long Beach-Anaheim area. For new hires, this COLA will be prorated according to their date of hire.
  - 3.20 Paid Rest and Recovery Time: For best practice, this section has been removed. This change ensures alignment with the Fair Labor Standards Act (FLSA) overtime rules, which already provide compensation for extended work hours. The existing overtime compensation adequately addresses the extra time worked, making the additional time-off provision redundant.

- Section 4. Leave Regulations
    - 4.1 Management Leave: As exempt employees, management employees do not receive overtime pay. Instead, they are provided with Administrative Leave in recognition of the additional time and effort they invest in their roles. Currently, the PTO for Management includes Administrative Leave hours, with Executive Management receiving 48 hours and Mid-Management receiving 40 hours. These hours will be accounted for in a separate leave schedule, Management Leave. Additional language has been added to designate Management as Executive Management, Mid-Management, or Management, who shall receive 80, 60, or 40 hours of Management Leave, respectively.
    - 4.3 – 4.5 Annual PTO Bank, Accrual, and Schedule: Currently, employees receive 50% of their Annual PTO accrual hours in July and the remaining 50% in January. For best practices, the recommendation is to provide Annual PTO on a bi-weekly accrual basis. Additionally, changes were made to be consistent with SEIU, increase market competitiveness, and/or align with best practices. Changes include the following:
        - Annual accrual tiers are revised to 0-2, 3-5, 6-10, 11-15, 16-20, and 20+ years of service.
        - To be equitable with SEIU, the annual accrual begins at 168 hours accrued at 6.4616 hours bi-weekly.
        - To provide consistency, each tier is increased in 24-hour increments.
        - The top tier is 21 years of service receiving 288 hours accrued at 11.0769 hours bi-weekly.
    - 4.9 Annual PTO Bank Accumulation: The current COE allows employees a maximum Annual PTO leave bank of 160 hours. The recommendation is to increase the Annual PTO maximum accrual cap to one and a half (1.5) times the annual accrual.
    - 4.10 PTO Bank Cash-Out: Employees may continue to cash out up to 80 hours of leave. The recommendation is to increase the required balance from 40 hours to 80 hours and include a provision to require employees to use at least 40 hours of their Annual PTO during the calendar year before issuing a cash out.

- Section 5. Legal Holidays
    - 5.1 Designated Legal Holidays: The recommendation is to provide an additional three (3) eight-hour floating holidays on a calendar year basis.
    - 5.2 Floating Holiday: Additional language is added to provide the three (3) eight-hour floating holidays (24 hours) the first pay period in January. For the 2024 calendar year, employees will receive prorated 12 Floating Holiday hours. Employees hired during the calendar year will receive prorated Floating Holiday hours. Floating Holiday hours must be used in the calendar year they are earned, have no cash value, and shall not be carried forward.
    - 5.3A Holiday Pay: Currently, employees receive paid holiday hours based on their regularly scheduled workday in which the holiday falls. Language has been added to provide employees with eight (8) hour of paid holiday

hours on designated legal holidays. 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. Holiday hours shall be used in the calendar year in which they are earned and shall have no cash value.

- 5.3C Holiday-In-lieu Bank: Additional language is added to allow employees to bank holiday hours. In the event an employee may be required to work on a holiday, the employee may bank the holiday hours up to a maximum of 40 hours. Any unused holiday bank hours can be rolled over into the next calendar year.

- Section 8: Health Benefits Programs
  - 8.5 Fitness Program: The City currently provides reimbursement of fitness membership costs up to $600 per fiscal year. To incentivize employees to maintain health, the criteria are expanded to allow reimbursement for fitness costs, including fitness programs, subscriptions, gym reimbursements, and weight management programs.

The purpose of this agenda matter is to allow the City Council to consider approval of the proposed changes to the COE for Miscellaneous Unrepresented and Management Personnel.

POLICY CONSISTENCY

The recommended action aligns with the City's 2024 Annual Work Plan Primary Goal #4: "Invest in a high-performance team at City Hall" by supporting employee well-being, and competitiveness in attracting and retaining a skilled workforce essential for delivering public services effectively.

The proposed Conditions of Employment for Miscellaneous Unrepresented and Management Personnel are also consistent with the City's interest in offering competitive compensation as part of the Staff Recruitment, Retention and Development Program.

FINANCIAL CONSIDERATIONS

Sufficient funding for the proposed changes was included in the Fiscal Year 2024/2025 budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management concerns.

OPTIONS

1. Adopt Resolution No. 6339.

2. Direct staff to modify the Conditions of Employment for Miscellaneous Unrepresented Management 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 Miscellaneous Unrepresented and Management Personnel and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

A. Resolution No. 6339: COE for Miscellaneous Unrepresented and Management Personnel
   Exhibit 1 COE for Miscellaneous Unrepresented and Management Personnel
B. Redline COE for Miscellaneous Unrepresented and Management Personnel

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

Signature

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

Signature

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

Signature

ATTACHMENT A

Resolution No. 6339

RESOLUTION NO. 6339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING AND ADOPTING REVISIONS TO THE CONDITIONS OF EMPLOYMENT FOR THE MISCELLANEOUS UNREPRESENTED AND MANAGEMENT PERSONNEL FOR FISCAL YEAR 2024-2025 AND SUPERSEDING RESOLUTION NOs. 6263 AND 6264

WHEREAS, the City of Carpinteria City Council recognizes that the Conditions of Employment (COE) for Miscellaneous Unrepresented and Management 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, Miscellaneous Unrepresented and Management Personnel includes exempt and non-exempt positions as designated in Salary Schedule Resolution No. 6333; and

WHEREAS, on July 24, 2023, the Carpinteria City Council adopted Resolutions No. 6263 and 6264, approving COE for Miscellaneous Unrepresented and Management Personnel respectively; and

WHEREAS, staff conducted a review of both COE documents and identified significant overlapping language, recommending a merger of these documents for consistency and clarification of distinguishing characteristics; and

WHEREAS, the proposed merged COE document includes additional amendments to classification, works schedules, compensation and benefits, leaves, legal holidays, and fitness program designed to support employee well-being, operational and fiscal efficiency, best practices, and competitiveness in attracting and retaining a skilled workforce essential for delivering public services effectively; and

WHEREAS, the draft version of these changes was presented to all staff on April 25, 2024 and the Finance Committee on May 23, 2024, receiving positive feedback; and

WHEREAS, on June 24, 2024, a side letter was presented to SEIU outlining the proposed changes, with SEIU preferring to discuss the proposed changes in the future; and

WHEREAS, the City Council has reviewed the proposed revisions and finds them consistent with the City's interest in offering competitive compensation as part of the Staff Recruitment, Retention, and Development Program; and

WHEREAS, sufficient funding for the proposed changes was included in the Fiscal Year 2024-25 budget; and

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The revised Conditions of Employment for Miscellaneous Unrepresented and Management Personnel, attached hereto as Exhibit 1, effective July 1, 2024, is hereby approved and implementation by the City Manager is authorized; and

SECTION 2. Resolution No. 6339 supersedes Resolution Nos. 6263 and 6264.

PASSED, APPROVED AND ADOPTED on the 8th day of July, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on the 8th day of July, 2024.

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

APPROVED AS TO FORM:

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

CITY OF CARPINTERIA

CONDITIONS OF EMPLOYMENT

EFFECTIVE JULY 1, 2024

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 ELECOMMUNICATION EQUIPMENT, ELECTRONIC MAIL, VOICE-MAIL ANDOTHER 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 Unrepresented 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 Unrepresented 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 head.

B. Employees in the Management Personnel category are classified as a salaried, at-will employee 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 the COE for Management Personnel are intended to modify this employment relationship.

1.2 PERSONNEL RULES:

A. Miscellaneous Unrepresented 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-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 Head 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 Head 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 Head 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 Head. 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 the position 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. The exact increase within the range provided for in the Matrix shall be determined by the City Manager. The City Manager may approve an additional merit increase up to 10%.

B. For Fiscal Year 2024-25 (effective July 1, 2024):

   a. A performance-based merit increases will be a maximum of five percent (5%) and within the salary range of the employee's classification.

   b. A 3.9% 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 2024, specific to the Los Angeles-Long Beach-Anaheim area. For new hires, this COLA will be prorated according to their date of hire.

MERIT INCREASE MATRIX*

	Salary Relative to Position Control Point		
Rating	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%

*Note: For Fiscal Year 24-25, the maximum merit increase will be capped at 5%.

C. All wage increases are subject to availability of funds as authorized by City Council.

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.

3.4 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.

3.5 BREAKS:

Each affected employee shall be entitled a thirty (30) up to a sixty (60) minute unpaid lunch period 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 coordinated with the employee's supervisor.

3.6 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.

3.7 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 in writing 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 head 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.

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.

3.8 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 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 his/her 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.

3.9 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 himself or herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. Said employee shall continue to receive his/her 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 such employee while acting as a juror.

3.10 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 unrepresented 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 his/her duties and must not have consumed any alcoholic beverage or taken medication or other substance that might, in any way, hinder performance of his/her 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 position shall receive prorated Management Leave hours based on date of hire or promotion.

Effective July 1, 2024, Flextime hours will be removed from an employee's bank. Flextime hours for Calendar year 2024 will be prorated in accordance to the Management Leave Schedule.

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 separation of 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 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. 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

4.5 ANNUAL PTO ACCRUAL SCHEDULE:

Effective the first full pay period of Fiscal Year 2024-25, employees will accrue bi-weekly Annual PTO hours in accordance to the Annual PTO schedule.

Employees whose current Annual PTO accrual exceeds their placement on the Annual PTO schedule will remain at their current accrual amount until reaching the threshold of additional years of service, which places them accordingly (see table below). For example: An employee is currently at 14 years of service and is accruing 248 annual leave hours. The employee will continue to accrue 248 annual hours until reaching the next tier of accrual at 16 years of service, at which time they will accrue 264 hours per year.

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 Human Resources. 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 Human Resources, 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 Human Resources as required under section 4.7.

4.8 ANNUAL PTO BANK ACCUMULATION

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).

4.9 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) PTO hours 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.

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.

4.10 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.

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 3.6 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.

Department heads 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.

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 or her or his designee for more information about what qualifies as a "qualifying exigency."

c. "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:

d. 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

e. 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 his or her 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 1s 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 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 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, 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 his or her 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 herself, 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 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 her 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 her 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, her 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, upon the necessity of his absence being shown to and with the consent of the City Manager, may be allowed to be absent from the duties of his/her position and to receive full compensation during such absence for bereavement leave. Eligible City employees shall be entitled to bereavement leave, in addition to any other leave, to provide up to three (3) working days per year with pay in the case of death or of critical illness where death appears eminent. This time shall be in addition to accrued leave time or compensatory time. The City shall cooperate with the employee in providing time off, using accrued leave time, or compensatory time, for any additional bereavement needs if the three (3) days bereavement leave has been used.

Such benefit shall apply to all immediate family members, to include spouse, 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 his/her department head.

Such leave of absence shall not be allowed in any case where, in the preceding six (6) calendar months, a leave of absence for the critical illness of that same relative has been granted. Such bereavement leave is not cumulative from year to year.

Leave to attend the funeral of a co-worker will be acceptable to the City upon Department Head 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 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

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.

Effective the first full pay period of July 2024, employees will receive prorated 12 Floating Holiday hours for the 2024 calendar year. 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 Unrepresented 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 his/her 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.

E. 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 of employee only life insurance policy for the following:

a. Miscellaneous Unrepresented: $50,000.00 term life insurance policy

b. Management: $100,000.00 term life insurance policy

c. 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 is $151 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 a health insurance carrier providing coverage in the Carpinteria geographic 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 cost of the most affordable HMO plan available in Ventura and Santa Barbara Counties that employees are eligible to enroll in, i.e., employee only, employee plus one, or family; less the PEMHCA statutory minimum and less the employee's contribution. Employee contributions are calculated on a cumulative basis as follows: employees will pay by payroll deduction, a monthly contribution towards the cost of their health insurance premium (employee and dependents) in an amount

equal to .029% of their annual base salary times the percentage of insurance carrier increase or decrease with a minimum of five percent (5%) or maximum ten percent (10%) each year. (For example, if an employee's annual base salary is $50,000, and the insurance carrier increase is 5%, the calculation would be: $50,000 x .00029 x 1.05, the monthly contribution for that employee would be $15.22.) The most affordable HMO plan will be used for purposes of calculating the percentage of insurance carrier increase or decrease.

c. Employees shall be responsible for payment (either through a cafeteria contribution or as a payroll deduction) for any health insurance premium which exceeds the City's contribution amount, including the PEMHCA statutory minimum, for the plan selected for coverage under the PERS Health Benefit Program. (Effective January I, 2024. Until the effective date, the City will operate under previous COE language; only employees who elect a Preferred Provider Organization (PPO) plan are responsible for payment of the difference between the premiums of their elected PPO plan and the designated HMO plan - Blue Shield Access+ HMO.)n

d. 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.

e. 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 miscellaneous unrepresented 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 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 Unrepresented 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 Section 8.4 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 (WELLNESS) 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, 2024, the allowance is $1,355.87$ (rounded up from $1309.68).This benefit is based on a calendar year and the allowance will be pro-rated to the first day of the month following eligibility of regular full-time status.

B. The purpose of the Flexible Benefit Program 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. The level of participation in benefits provided by the

Flexible Benefit Program 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 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 Wellness 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/or dental 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 premium charged for the annual single coverage in the PERS basic HMO Plan available to this group of employees. An employee shall receive this benefit allowance as a one-time 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 employer contribution, the fully paid premium contribution balance for single health insurance coverage and the wellness benefit allowance as provided for in Section 8.3, plus an additional benefit equal to 50% of the allowance specified in the above section, 8.4(B).

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. 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 his/her 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 application for reimbursement shall be approved by the City Manager or his/her 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 his/her designee as described above and in conformance with the City's Travel and Expense Reimbursement Policy.

Management Employees: 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 his/her 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 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 his/her employment with the City of Carpinteria.

For Management Personnel, 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 his/her employment with the City of Carpinteria.

11.5 TRANSLATION PAY:

A. Management Employees are encouraged to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable.

B. Any Management Employee hired prior to August 15, 1998 who, on a regular basis, is required to translate/interpret from Spanish to English or English to Spanish and is proficient in Spanish as determined by the City Manager shall be paid Translation Pay.

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) The employee appointed to work in a Move-Up Assignment 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) Where the temporary assignment is a replacement of an employee on vacation.

d) 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 Unrepresented 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 his or her 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 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 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 within ten (10) working days after receiving the informal decision from their immediate supervisor or when decision was due. The grievant must submit his/her 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, 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 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 ACCOMODATION:

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 his/her 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 his or her 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 his/her designee.

Management Personnel:

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 his/her 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 Human Resources.

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 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 Human Resources 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. Any reasonable suspicion testing must be pre-approved by Human Resources or the City Manager, and if they are unavailable, the Department Head.

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, 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 his/her 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 his/her 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 his/her 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 effective perform assigned duties while using prescribed drug, authorization form a qualified physician may be required.

4. Must notify his/her department head of any criminal drug or alcohol statue 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 his/her department head 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 his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfered 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 Head 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 phencyclidine;

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 his/her 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 his/her 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 his/her 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 his or her 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 head, 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.

c. 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 his or her 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 his or her 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 his/her 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 his/her 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 MOU 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 her/his job, identifying which essential functions cannot be performed;

c) When the employee will be able to resume performing all essential functions of her/his 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 her/his 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 his or her 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 his or her 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 his or her 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 his/her 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.

ATTACHMENT B

Redlined COE

CITY OF CARPINTERIA

CONDITIONS OF EMPLOYMENT

EFFECTIVE JULY 1, 2024

TABLE OF CONTENTS

SECTION NUMBER PAGE NUMBER

SECTION 1 CLASSIFICATION 2

SECTION 2 WORK SCHEDULE ..... 2~~2~~3

SECTION 3 COMPENSATION AND BENEFITS ..... 5~~4~~

SECTION 4 LEAVE REGULATIONS ..... 13~~9~~12

SECTION 5 LEGAL HOLIDAYS ..... 26~~21~~24

SECTION 6 WORKERS' COMPENSATION INSURANCE ..... 28~~23~~26

SECTION 7 RETIREMENT PROGRAM ..... 29~~24~~26

SECTION 8 SECTIONS HEALTH/DENTAL BENEFITS FLEXIBLE BENEFIT PROGRAM .. 29~~25~~27

SECTION 9 SERVICE AWARDS ..... 34~~28~~31

SECTION 10 LIFE INSURANCE ..... **Error! Bookmark not defined.**~~28~~31

SECTION 11 EDUCATION/TRAINING AND PROFESSIONAL DEVELOPMENT ..... 34~~28~~31

SECTION 12 MISCELLANEOUS POLICIES ..... 35~~29~~32

APPENDIX A PERSONAL USE OF ELECOMMUNICATION EQUIPMENT, ELECTRONIC MAIL, VOICE-MAIL ANDOTHER COMPUTER SYSTEMS ..... 43~~37~~41

APPENDIX B SUBSTANCE ABUSE POLICY ..... 46~~40~~44

APPENDIX C HARASSMENT, DISCRIMINATION AND RETALIATION ..... 54~~48~~53

APPENDIX D RETURN TO WORK ..... 60~~54~~59

SECTION 1: CLASSIFICATION

Miscellaneous Unrepresented Personnel: For the purpose of the Conditions of Employment (COE), this category ~~will~~ 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~~is~~ COE~~Agreement~~, this category ~~will~~ includes ~~those employees in~~ exempt, full-time positions designated as ~~the following classifications:~~Executive Management, Mid-Management ~~and/~~or Management~~Supervisory and Professional~~.

Position titles, exempt status, management designation, and salary bands ~~for all classifications of employment designated as Miscellaneous Unrepresented and Management Personnel~~ are set forth by salary resolution approved by the City Council.

1.1 EMPLOYER/EMPLOYEE RELATIONSHIP:

A. Employees in the Miscellaneous Unrepresented 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 head.

B. Employees in the Management Personnel category are classified as a salaried, at-will employee 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 the COE for Management Personnel are intended to modify this employment relationship.

1.2 PERSONNEL RULES:

A. Miscellaneous Unrepresented 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-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 Head 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 Head 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 Head 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 3.12, 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).

~~Miscellaneous unrepresented employees are classified as hourly and non-exempt employees. All miscellaneous employees for the City of Carpinteria are required to accurately report hours worked on daily time sheets.~~

~~Management Employees are classified as salaried employees. All employees for the City of Carpinteria are required to report hours worked on a daily time sheet; however, as salary status employees, tracking of hours for this category of employees is for internal use only and does not affect the salary of exempt employees.~~

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, Boards, and Commissions meetings and other 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 Head (e.g. city council. 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 an average of 80 hours.

~~Miscellaneous Unrepresented Personnel:~~

~~Employees may have the option to participate in an alternate 9/80 work schedule based on a flexible 9 day/80 hour pay period (eight 9-hour days and one 8-hour day). Each employee electing to participate in flextime scheduling must select a Monday or Friday as their designated flex day off, the alternate Monday or Friday will be their 8-hour day. The daily work schedule for the nine hour days will begin at 7:30 a.m. and end at 5:30 p.m. with a one hour lunch; the daily work schedule for the eight hour day will begin at 8:00 a.m. and end at 5:00 p.m., with a one hour lunch.~~

~~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. Human Resources and Payroll must be advised, in writing, of the selected day and any change from the established flex day, must be requested in advance and approved by the Department Head and the City~~ ~~Manager.~~ 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.

~~Management Personnel:~~

~~While Management Employees are required to work the hours necessary to perform the job duties and responsibilities, employees may have the option to participate in an alternate 9/80 work schedule based on a flexible 9 day/80 hour pay period (eight 9-hour days and one 8-hour day) for general work scheduling purposes. Each employee electing to participate in flextime scheduling must select a Monday or Friday as their designated flex day off, the alternate Monday or Friday will be their 8-hour day. The daily work schedule will begin at 7:30 a.m. and end at 5:30 p.m.~~

~~The flexible work schedule and flex day selected is subject to the operational needs and requirements of the department as determined by the City Manager. Management Employees may be required or find it necessary to work additional hours outside their flexible schedule. For scheduling purposes, any change from the established flex day, must be approved in advance 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.

The City Manager reserves the right to remove any (or all) employees from flexible work schedules. To the extent possible, two weeks advance written notice will be provided to the

employee. An employee shall not be removed from a flexible work schedule for arbitrary or capricious reasons.

~~2.3 FLEXIBLE HOURS:~~ (Flextime for Management employees will be replaced with Management Leave in accordance to the Management Leave Schedule see Section 4.1)

~~Compensatory hours will not be granted for hours worked in excess of regularly scheduled hours for this category of employees, however, Management Employees, although exempt from the overtime requirements of FLSA, may accrue flex hours for hours worked beyond their regularly scheduled work day.~~

~~Hours worked in excess of a regularly scheduled work day, i.e., eight 9- hour days and one 8- hour day in a pay period for Management Employees on a 9/80 flex schedule, will be recorded on a computerized time sheet as accrued flex hours. For Management Employees on a 10/80 schedule, hours worked in excess of an 8-hour day will be recorded as "hours accrued". Flex hours accrued do not have a cash-out value, and Management Employees will not receive compensation for unused accrued flex hours at the time of separation from employment.~~

~~ABSENCES:~~

~~Management Employees may use accrued flex hours instead of their accrued leave back for absences of less than a full day, if the employee has worked a minimum of two hours and has approval of the City Manager to be absent.~~

~~LEAVE:~~

~~Any absence of one day or more, for other than City business, will be appropriately recorded and deducted from the employee's leave bank or accrued flex flextime hours. With prior approval from the City Manager, in addition to a regularly scheduled flex day, a management employee participating in the 9/80 alternate flextime scheduling may take one additional flex day off within a given pay period if there are sufficient accrued flex hours to cover the time.~~

~~A maximum of forty (40) flextime hours may be carried forward from one fiscal year to the next. Effective the first full pay period in July, adjustments on accrued flex hours will be made. Anything less than forty (40) hours and negative balances will be carried forward as they appear on the last full pay period in June.~~

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 the position 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 ~~E~~effective the first full pay period after July 1, ~~Management Personnel~~, may be eligible to have their base wages adjusted pursuant to the results of an annual merit based performance evaluation.

~~Newly hired e~~Employees hired or promoted on or after July 1, 2022 will receive~~have~~ a 12-month evaluation on the one-year anniversary date of hire or promotion and may be able to have their base wages adjusted ~~receive a base wage adjustment~~ pursuant to the results of the evaluation and within the position salary range of the classification. Each year ~~T~~thereafter, the~~an~~ employee will have an annual evaluation on their anniversary date of hire or promotin. ~~shall be moved to a July 1 annual Performance Evaluation period, including pro-ration of any salary adjustment if appropriate, per the following table:~~

~~EMPLOYMENT OR PROMOTION DATE*~~	~~1St YEAR PRO-RATION OF ELIGIBLE INCREASE~~
~~July~~	~~100.00%~~
~~August~~	~~91.67%~~
~~September~~	~~88.33%~~
~~October~~	~~75.00%~~
~~November~~	~~66.67%~~
~~December~~	~~58.33%~~
~~January~~	~~50.33%~~
~~February~~	~~41.67%~~
~~March~~	~~33.33%~~
~~April~~	~~25.00%~~
~~May~~	~~16.67%~~
~~June~~	~~8.33%~~

~~*If employment or promotion date is on or after the 15th of the month, the following month's proration amount shall be applied.~~

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. The exact increase within the range provided for in the Matrix shall be determined by the City Manager. The City Manager may approve an additional merit increase up to 10%.

B. For Fiscal Year 2024-25 (effective July 1, 2024):~~,~~

a. The performance-based merit increases will be a maximum of five percent (5%) and within the salary range of the employee's classification.

~~.~~b. A 3.9% 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 2024, specific to the Los Angeles-Long Beach-Anaheim area. For new hires, this COLA will be prorated according to their date of hire.

MERIT INCREASE MATRIX*

	Salary Relative to Position Control Point		
Rating	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%

*Note: For Fiscal Year 24-25, the maximum merit increase will be capped at 5%.

~~B.~~C. All wage increases are subject to availability of funds as authorized by City Council.

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 CAL PERS RETIREMENT:~~ (Moved to Section 7)

~~The City provides retirement benefits through the California Public Retirement System pursuant to Section 7.~~

~~3.6 HEALTH, DENTAL AND WELLNESS PROGRAM:~~ (Moved to Section 7)

~~The City provides health, dental and wellness benefits pursuant to Section 8.~~

~~3.7~~3.5 ~~3.12~~ REPORTING HOURS WORKED:

~~Individual employees are responsible for accurately reporting time worked. All hours worked shall be reported by clocking in and out on the computer at their work station. Actual time worked will be recorded on a daily basis and tabulation of time at the end of the work period will be computed to the exact hour and fractional minutes. Such time shall be verified by the employees' supervisor. Employees are prohibited from working "off the clock," and are required to accurately record all hours worked.~~

~~The City acknowledges that from time to time a computer clock may gain or lose time, causing the clock to be off by minutes. The City agrees to take this into consideration whenever it appears that the computer clock has caused an employee to clock in late. If an employee becomes aware of such a problem with his/her computer, it should be reported immediately to their supervisor.~~

~~If access to a computer is not available, all hours worked by employees shall be reported on time sheets provided and shall be stated in straight time hours.~~ 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.

3.13 BREAKS:

Each affected employee shall be entitled a thirty (30) up to a sixty (60) minute unpaid lunch period 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 ~~scheduled by~~ with the employee's supervisor.

3.14 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.

3.15 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 3.9 (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 in writing 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 head 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.

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.

3.16 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 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 his/her 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.

~~3.17 MOVE-UP PAY OR TEMPORARY ASSIGNMENT:~~ (Moved to Section 11)

~~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:~~

~~1) 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~~

~~2) 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.~~

~~3) 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. The employee appointed to work in a Move-Up Assignment 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. Move-Up Pay does not apply to the performance of certain portions or duties of the higher position.~~

~~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.~~

~~3.18~~3.17 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 himself or herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. Said employee shall continue to receive his/her 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 such employee while acting as a juror.

~~3.19~~3.18 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 unrepresented 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 his/her duties and must not have consumed any alcoholic beverage or taken medication or other substance that might, in any way, hinder performance of his/her duties.

~~3.20 PAID REST AND RECOVERY TIME:~~

~~An employee who is required to work after 8:00 p.m., and is scheduled to work the following day, that employee may report to work two (2) hours later the following day. The employee will be paid their regular wage for two (2) hours.~~

SECTION 4 LEAVE REGULATIONS

4.1 MANAGEMENT LEAVE

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

Effective July 1, 2024, Flextime hours will be removed from an employee's bank. Flextime hours for Calendar year 2024 will be prorated in accordance to the Management Leave Schedule.

Management Leave 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 calendarl year. There shall be no carryover unless authorized by the City Manager. Management Leave hours shall not be paid out at separation of 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

~~4.1~~4.2 ANNUAL PERSONAL TIME OFF (PTO) LEAVE:

Annual PTO for regular full-time employees is inclusive of all leave benefits (vacation~~,~~ and sick~~, floating holidays, paid administrative leave and approved paid personal 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. However, leave credits for the time will accrue for each such regular full-time employee.

~~4.2~~4.3 ANNUAL PTO BANK:

In place of separate leave accrual for vacation~~,~~ and sick leave ~~, paid administrative leave and floating holidays, each~~ 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.~~in a Leave Bank that will be inclusive of all such leave benefits (vacation, sick, floating holidays, paid administrative leave and approved paid personal leave).~~

~~4.3~~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

~~4.4~~4.5 ANNUAL PTO ACCRUAL SCHEDULE:

Effective the first full pay period of Fiscal Year 24-25, employees will accrue bi-weekly Annual PTO hours in accordance to the Annual PTO schedule.

Employees whose current Annual PTO accrual exceeds their placement on the Annual PTO schedule will remain at their current accrual amount until reaching the threshold of additional years of service, which places them accordingly (see table below). For example: An employee is ~~is~~ currently at 14 years of service and is accruing 248 annual leave hours. The employee will continue to accrue 248 annual hours until reaching the next tier of accrual at 16 years of service, at which time they will accrue 264 hours per year.

~~***MANAGEMENT EMPLOYEES SERVING AS DEPARTMENT HEADS***~~

~~(Accrual includes 48 hours of administrative leave)~~

~~**Years of service**~~	~~**Total Accrual**~~	
~~0 through three~~	~~192 hours~~	~~(24 days)~~
~~Four through six~~	~~208 hours~~	~~(26 days)~~
~~Seven through ten~~	~~232 hours~~	~~(29 days)~~
~~Eleven~~	~~240 hours~~	~~(30 days)~~
~~Twelve~~	~~248 hours~~	~~(31 days)~~
~~Thirteen through fifteen~~	~~256 hours~~	~~(32 days)~~
~~Sixteen through eighteen~~	~~272 hours~~	~~(34 days)~~
~~Nineteen or more~~	~~280 hours~~	~~(35 days)~~
~~Thirty year service award~~	~~304 hours~~	~~(38 days)~~

~~**MANAGEMENT, MID-MANAGEMENT,**~~

~~**SUPERVISORY AND PROFESSIONAL EMPLOYEES**~~

~~(Accrual includes 40 hours of administrative leave)~~

~~**Years of Service**~~	~~**Total Accrual**~~	
~~0 through three~~	~~184 hours~~	~~(23 days)~~
~~Four through six~~	~~200 hours~~	~~(25 days)~~

~~Seven through ten~~	~~224 hours~~	~~(28 days)~~
~~Eleven~~	~~232 hours~~	~~(29 days)~~
~~Twelve~~	~~240 hours~~	~~(30 days)~~
~~Thirteen through fifteen~~	~~248 hours~~	~~(31 days)~~
~~Sixteen through eighteen~~	~~264 hours~~	~~(33 days)~~
~~Nineteen or more~~	~~272 hours~~	~~(34 days)~~
~~Thirty year service award~~	~~296 hours~~	~~(37 days)~~

~~**MISCELLANEOUS UNREPRESENTED EMPLOYEES**~~

~~(Days on leave bank schedule are figured as eight (8) hour days)~~

~~***Years of Service***~~	~~***Accrual***~~	
~~One through three~~	~~144 hours~~	~~(18 days)~~
~~Four through six~~	~~160 hours~~	~~(20 days)~~
~~Seven through ten~~	~~184 hours~~	~~(23 days)~~
~~Eleven~~	~~192 hours~~	~~(24 days)~~
~~Twelve~~	~~200 hours~~	~~(25 days)~~
~~Thirteen through fifteen~~	~~208 hours~~	~~(26 days)~~
~~Sixteen through eighteen~~	~~224 hours~~	~~(28 days)~~
~~Nineteen or more~~	~~232 hours~~	~~(29 days)~~
~~Thirty years (longevity benefit)~~	~~24 additional hours~~	~~3 additional days~~

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

~~4.5~~4.6 ANNUAL PTO ELIGIBILITY:

~~Employees are eligible to use~~ Annual ~~annual leave benefits on their ninetieth (90th) day of employment.~~

~~4.6~~4.7 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 Human Resources. 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 Human Resources, orally or in writing, as soon as practicable.

~~4.7~~4.8 UNAUTHORIZED LEAVE

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

~~4.8~~4.9 ANNUAL ~~PTO LEAVE~~PTO BANK ACCUMULATION

The maximum amount of Annual ~~PTO Leave~~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 ~~xx~~ of Annual PTO. The maximum accrual for the employee is 288 hours (192 hours x 1.5 = 288 hours). ~~may not accrue A maximum of one hundred and sixty hours (20 days) of leave accrual will be the maximum allowed for carry-over at the end of a fiscal year, provided however, if at the end of year there are any leave bank hours over 160, the hours will be carried over and a commensurate number of hours shall be~~

~~deducted from the employee's annual accrual in order that the maximum leave bank accrual not exceed an employee's annual accrual plus 120 hours.~~

~~4.9~~4.10 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 ~~forty (40)~~ eighty (80) Annual PTO hours in their Annual PTO bank and has used at least forty (40) PTO hours 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.

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.

~~4.10~~4.11 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~~Employee Flexible benefit Program~~.

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.

~~4.11 TREATMENT OF ACCRUED LEAVE UPON RETIREMENT:~~ (Deleted for consistency with SEIU MOU and best practices)

~~Unused leave time can be taken off prior to retirement date and used to delay the final date of employment if requested in writing and approved at least 30 days prior to the scheduled date that such leave would begin.~~

4.12 CATASTROPHIC EVENT:

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 3.6 Outstanding Obligations Upon Termination.

4.13 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.

Department heads 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.

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 or her or his designee for more information about what qualifies as a "qualifying exigency."

c. "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:

d. 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

e. 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 his or her 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 1s 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 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 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, 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 his or her 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 herself, 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 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 her 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 her 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, her 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.

4.14 DEATH OR CRITICAL ILLNESS IN IMMEDIATE FAMILY BEREAVEMENT LEAVE

An employee eligible for benefits, upon the necessity of his absence being shown to and with the consent of the City Manager, may be allowed to be absent from the duties of his/her position and to receive full compensation during such absence for bereavement leave. Eligible City employees shall be entitled to bereavement leave, in addition to any other leave, to provide up to three (3) working days per year with pay in the case of death or of critical illness where death appears eminent. This time shall be in addition to accrued leave time or compensatory time. The City shall cooperate with the employee in providing time off, using accrued leave time, or compensatory time, for any additional bereavement needs if the three (3) days bereavement leave has been used.

Such benefit shall apply to all immediate family members, to include spouse, 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 his/her department head.

Such leave of absence shall not be allowed in any case where, in the preceding six (6) calendar months, a leave of absence for the critical illness of that same relative has been granted. Such bereavement leave is not cumulative from year to year.

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

4.15 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. ~~Three floating holidays are included in the leave bank.~~

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

~~A. Additionally, the following days shall be observed as legal holiday: The day before or after Christmas Day and day before or after January 1st.~~

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 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

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. Effective the first full pay period of July 2024, employees will receive prorated 12 Floating Holiday hours for the 2024 calendar year. Employees hired during the calendar year will receive prorated Floating Holiday hours. 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.

~~B.~~ Holiday-In-lieu Bank: In the event an employee may be required to work on a 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 Unrepresented 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.

~~C. Miscellaneous employees who are required to work on holidays will receive, in addition to the holiday pay provided for in this section, a minimum three (3) hours straight time pay for hours worked and time and one-half for hours worked beyond 8 hours or a normal shift, whichever is appropriate.~~

~~An 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.~~

C. 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 his/her 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.

D. ~~———~~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.

~~D. Miscellaneous employees who are required to work on holidays will receive, in addition to the holiday pay provided for in this section, a minimum three (3) hours straight time pay for hours worked and time and one-half for hours worked beyond 8 hours or a normal shift, whichever is appropriate.~~

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 of employee only life insurance policy for the following:

   a. Miscellaneous Unrepresented: $50,000.00 term life insurance policy

b. Management: $100,000.00 term life insurance policy

c. 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:

A. 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 is $151 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 a health insurance carrier providing coverage in the Carpinteria geographic 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 cost of the most affordable HMO plan available in Ventura and Santa Barbara Counties that employees are eligible to enroll in, i.e., employee only, employee plus one, or family; less the PEMHCA statutory minimum and less the employee's contribution. Employee contributions are calculated on a cumulative basis as follows: employees will pay by payroll deduction, a monthly contribution towards the cost of their health insurance premium (employee and dependents) in an amount equal to .029% of their annual base salary times the percentage of insurance carrier increase or decrease with a minimum of five percent (5%) or maximum ten percent (10%) each year. (For example, if an employee's annual base salary is $50,000, and the insurance carrier increase is 5%, the calculation would be: $50,000 x .00029 x 1.05, the monthly contribution for that employee would be $15.22.) The most affordable HMO plan will be used for purposes of calculating the percentage of insurance carrier increase or decrease.

c. Employees shall be responsible for payment (either through a cafeteria contribution or as a payroll deduction) for any health insurance premium which exceeds the City's contribution amount, including the PEMHCA statutory minimum, for the plan selected for coverage under the PERS Health Benefit Program. (Effective January I, 2024. Until the effective date, the City will operate under previous COE language; only employees who elect a Preferred Provider Organization (PPO) plan are responsible for payment of the difference between the premiums of their elected PPO plan and the designated HMO plan - Blue Shield Access+ HMO.)n

~~d. In addition, a Health Care All Employee Committee will be created to evaluate options for the provision of health insurance. The City will schedule these Committee meetings as appropriate in 2018 and, if needed, 2019. However, the City will not initiate any changes to the currently existing health insurance plans during the term of this Conditions of Employment without the agreement of the Management Staff.~~ (Deleted – no longer relevant)

~~e.~~d. 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.

~~f.~~e. 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 miscellaneous unrepresented 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 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 Unrepresented 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 Section 8.4 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 (WELLNESS) 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, 2024, the allowance is $1,355.87$ (rounded up from $1309.68).This benefit is based on a calendar year and the allowance will be pro-rated to the first day of the month following eligibility of regular full-time status.

B. The purpose of the Flexible Benefit Program 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. The level of participation in benefits provided by the Flexible Benefit Program 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 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 Wellness 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/or dental 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 premium charged for the annual single coverage in the PERS basic HMO Plan available to this group of employees. An employee shall receive this benefit allowance as a one-time 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 employer contribution, the fully paid premium contribution balance for single health insurance coverage and the wellness benefit allowance as provided for in Section 8.3, plus an additional benefit equal to 50% of the allowance specified in the above section, 8.4(B).

8.11 FITNESS PROGRAM:

A. The City agrees to reimburse regular full-time- eemployees at the rate of up to $600.00 per Ffiscal Yyear . ($50.00 per month) for the employee's personal fitness costs.membership fee at an athletics club or fitness program approved by the City Manager. Only fFull-time benefitted employees are eligible to receive this benefit. Eligible covered fitness reimbursement:

   a. Fitness Programs (such as yoga, Ppilates, cycling, dance, etc.)

   b. Fitness Subscriptions (such as Peloton)

   c. Gym Membership

   d. 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 membersip.

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.

~~A. This benefit will be made available to each management employee and councilmember subject to budgetary constraints and fiscal allocation. The level of participation in this benefit will be at the option of each employee.~~

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 his/her 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 application for reimbursement shall be approved by the City Manager or his/her 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 his/her designee as described above and in conformance with the City's Travel and Expense Reimbursement Policy.

Management Employees: 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 his/her 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 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 his/her employment with the City of Carpinteria.

For Management Personnel, 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 his/her employment with the City of Carpinteria.

11.5 TRANSLATION PAY:

A. Management Employees are encouraged to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable.

B. Any Management Employee hired prior to August 15, 1998 who, on a regular basis, is required to translate/interpret from Spanish to English or English to Spanish and is proficient in Spanish as determined by the City Manager shall be paid Translation Pay.

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) The employee appointed to work in a Move-Up Assignment 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) Where the temporary assignment is a replacement of an employee on vacation.

d) 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.

Miscellaneous Unrepresented Personnel:

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 Unrepresented 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 his or her 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 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 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 within ten (10) working days after receiving the informal decision from their immediate supervisor or when decision was due. The grievant must submit his/her 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, 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 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 ACCOMODATION:

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 his/her 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 his or her 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 his/her designee.

Management Personnel:

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 his/her 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 Human Resources.

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 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 Human Resources 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. Any reasonable suspicion testing must be pre-approved by Human Resources or the City Manager, and if they are unavailable, the Department Head.

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, 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 his/her 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 his/her 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 his/her 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 effective perform assigned duties while using prescribed drug, authorization form a qualified physician may be required.

4. Must notify his/her department head of any criminal drug or alcohol statue 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 his/her department head 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 his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfered 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 Head 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 phencyclidine;

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 his/her 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 his/her 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 his/her 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 his or her 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 head, 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.

c. 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 his or her 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 his or her 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 his/her 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 his/her 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 MOU 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 her/his job, identifying which essential functions cannot be performed;

c) When the employee will be able to resume performing all essential functions of her/his 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 her/his 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 his or her 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 his or her 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 his or her 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 his/her 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.

Take Action

Oppose unless amended: AB 3093 (Ward) New Homelessness Planning Requirements

Lawmakers are fast-tracking a bill that would add new income categories to the state's Regional Housing Needs Assessment (RHNA). AB 3093 (Ward), sponsored by Gov. Gavin Newsom, would add additional, duplicative requirements for local governments when they plan for housing for vulnerable Californians at a time when cities could lose out on critical state affordable housing and homelessness funding. The measure will be heard in the Senate Housing Committee on July 2. If you are represented by a Senator on the Senate Housing Committee, **CALL YOUR SENATOR** and voice your **oppose unless amended** position.

AB 3093 (Ward) sample oppose unless amended letter