

PUBLIC NOTICE

AMENDMENT TO THE ATASCADERO CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, September 28, 2021, 6:00 P.M.

The following item is hereby added to the Consent Calendar, Section A of the agenda:

5. Virtual Meetings – AB 361 Requirements

- Fiscal Impact: None.
- Recommendation: Council adopt Draft Resolution making findings consistent with the requirements of AB 361 to allow for the conduct of virtual meetings. [City Manager]

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)
CITY OF ATASCADERO)

I, Amanda Muther, Deputy City Clerk of the City of Atascadero, declare under the penalty of perjury that the foregoing amendment to the September 28, 2021 Regular Meeting of the Atascadero City Council was posted on September 24, 2021 at the Atascadero City Hall, 6500 Palma Avenue, Atascadero, CA 93422 and was available for public review in the Customer Service Center at that location.

Signed this 24th day of September, at Atascadero, California.

Amanda Muther, Deputy City Clerk
City of Atascadero



CITY OF ATASCADERO CITY COUNCIL AGENDA

Consistent with Executive Order N-29-20 and N-08-21 the City Council Meeting will not be physically open to the public and City Council Members will be teleconferencing into the meeting.

HOW TO OBSERVE THE MEETING:

To maximize public safety while still maintaining transparency and public access, the meeting will be live-streamed on SLO-SPAN.org, on Spectrum cable Channel 20 in Atascadero, and on KPRL Radio 1230AM and 99.3FM. The video recording of the meeting will repeat daily on Channel 20 at 1:00 am, 9:00 am, and 6:00 pm and will be available through the City's website or by visiting https://us02web.zoom.us/webinar/register/WN_ZwJ7a031S3KXauEym9ehaA.

HOW TO SUBMIT PUBLIC COMMENT:

Members of the public are highly encouraged to call **805-538-2888** to listen and provide public comment via phone, or submit written public comments to cityclerk@atascadero.org by 12:00 pm on the day of the meeting. Such email **comments must identify the Agenda Item Number in the subject line of the email**. The comments will be forwarded to the City Council and made a part of the administrative record. If a comment is received after the deadline for submission but before the close of the meeting, the comment will still be included as a part of the administrative record of the meeting but will be forwarded to the City Council the next business day. ***Please note, email comments will not be read into the record.***

AMERICAN DISABILITY ACT ACCOMMODATIONS:

Any member of the public who needs accommodations should contact the City Clerk's Office at cityclerk@atascadero.org or by calling 805-470-3400 at least 48 hours prior to the meeting or time when services are needed. The City will use their best efforts to provide reasonable accommodations to afford as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests.

City Council agendas and minutes may be viewed on the City's website: www.atascadero.org.

Copies of the staff reports or other documentation relating to each item of business referred to on the Agenda are on file in the office of the City Clerk and are available for public inspection on our website, www.atascadero.org. Contracts, Resolutions and Ordinances will be allocated a number once they are approved by the City Council. The Minutes of this meeting will reflect these numbers. All documents submitted by the public during Council meetings that are either read into the record or referred to in their statement will be noted in the Minutes and available for review by contacting the City Clerk's office. All documents will be available for public inspection by appointment during City Hall business hours.



CITY OF ATASCADERO CITY COUNCIL

AGENDA

Tuesday, September 28, 2021

**City Hall Council Chambers, 4th floor
6500 Palma Avenue, Atascadero, California**

<u>City Council Regular Session:</u>	6:00 P.M.
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REGULAR SESSION – CALL TO ORDER: 6:00 P.M.

PLEDGE OF ALLEGIANCE: Council Member Dariz

ROLL CALL:
Mayor Moreno
Mayor Pro Tem Newsom
Council Member Bourbeau
Council Member Dariz
Council Member Funk

APPROVAL OF AGENDA: Roll Call

Recommendation: Council:

1. Approve this agenda; and
2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

CLOSED SESSION – REPORT (IF ANY)

a. September 14, 2021

PRESENTATION:

1. Employee Recognition

A. CONSENT CALENDAR: (All items on the consent calendar are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the Consent Calendar and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken.)

1. City Council Draft Action Minutes – September 14, 2021

- Recommendation: Council approve the September 14, 2021 Draft City Council Regular Meeting Minutes. [City Clerk]

2. August 2021 Accounts Payable and Payroll

- Fiscal Impact: \$3,238,088.52
- Recommendation: Council approve certified City accounts payable, payroll and payroll vendor checks for August 2021. [Administrative Services]

3. Wildland Fire Engine Replacement

- Fiscal Impact: \$447,754.91
- Recommendation: Council authorize the City Manager to execute a contract with South Coast Fire Equipment, Inc. for a total cost of \$447,754.91 to build and deliver a Pierce/International FX3 Type-3 Fire Engine. [Fire Department]

4. June 2021 Investment Report

- Fiscal Impact: None.
- Recommendation: Council receive and file the City Treasurer's report for quarter ending June 30, 2021. [City Treasurer]

5. Virtual Meetings – AB 361 Requirements

- Fiscal Impact: None.
- Recommendation: Council adopt Draft Resolution making findings consistent with the requirements of AB 361 to allow for the conduct of virtual meetings. [City Manager]

UPDATES FROM THE CITY MANAGER: (The City Manager will give an oral report on any current issues of concern to the City Council.)

COMMUNITY FORUM: (This portion of the meeting is reserved for persons wanting to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Speakers are limited to three minutes. Please state your name for the record before making your presentation. Comments made during Community Forum will not be a subject of discussion. A maximum of 30 minutes will be allowed for Community Forum, unless changed by the Council. Any members of the public who have questions or need information may contact the City Clerk's Office, between the hours of 8:30 a.m. and 5:00 p.m. at (805) 470-3400, or cityclerk@atascadero.org.)

B. PUBLIC HEARINGS:

Notice of Public Hearing Cancellation:

1. **Ordinance to Amend Title 11, Subdivisions, of the Atascadero Municipal Code Related to Dedications, Tentative Maps, Parcel and Final Maps, and Subdivision Improvement Requirements**

C. MANAGEMENT REPORTS:

1. **AMC Title 9, Chapter 5 Accessory Dwelling Unit Text Amendments**

- Fiscal Impact: None.
- Recommendation: Council review a series of State law amendments that apply to Accessory Dwelling Units and provide staff direction for text amendments to Atascadero Municipal Code (AMC) Title 9, Chapter 5, Accessory Dwelling units. [Community Development]

2. **Labor Agreements and Salary Schedules for Fiscal Years 2021-2022, 2022-2023 & 2023-2024**

- Fiscal Impact: For Fiscal Year 2021-2022, it is estimated that these catch-up salary adjustments will cost approximately \$1.5 million. Each of the additional years is expected to cost an additional \$650,000 - \$700,000.
- Recommendations: Council:
 1. Approve the Memorandum of Understanding for Atascadero Police Association.
 2. Approve the Memorandum of Understanding for Atascadero Professional Firefighters Local 3600.
 3. Approve the Memorandum of Understanding for, Mid-Management/Professional Employees.
 4. Approve the Side Letter of Agreement for the Local 620 Service Employees International Union.
 5. Adopt Draft Resolution for Non-Represented Professional and Management Workers and Confidential Employees.
 6. Approve the City Manager Employment Agreement Amendment.
 7. Approve the Salary Schedule for Fiscal Years 2021-2022, 2022-2023, & 2023-2024. [City Manager]

D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS: (On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. The following represent standing committees. Informative status reports will be given, as felt necessary):

Mayor Moreno

1. City Selection Committee
2. County Mayors Round Table
3. Regional Economic Action Coalition (REACH)
4. SLO Council of Governments (SLOCOG)
5. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Newsom

1. City / Schools Committee
2. Design Review Committee
3. League of California Cities – Council Liaison
4. Visit SLO CAL Advisory Committee

Council Member Bourbeau

1. City of Atascadero Finance Committee
2. City / Schools Committee
3. Integrated Waste Management Authority (IWMA)
4. SLO County Water Resources Advisory Committee (WRAC)

Council Member Dariz

1. Air Pollution Control District
2. California Joint Powers Insurance Authority (CJPIA) Board
3. City of Atascadero Finance Committee

Council Member Funk

1. Atascadero Basin Ground Water Sustainability Agency (GSA)
2. Design Review Committee
3. Homeless Services Oversight Council

E. INDIVIDUAL DETERMINATION AND / OR ACTION: (Council Members may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda. The Council may take action on items listed on the Agenda.)

1. City Council
2. City Clerk
3. City Treasurer
4. City Attorney
5. City Manager

ADJOURN

Please note: Should anyone challenge any proposed development entitlement listed on this Agenda in court, that person may be limited to raising those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing. Correspondence submitted at this public hearing will be distributed to the Council and available for review in the City Clerk's office.



CITY OF ATASCADERO CITY COUNCIL

DRAFT MINUTES

Tuesday, September 14, 2021

**City Hall Council Chambers, 4th floor
6500 Palma Avenue, Atascadero, California**

City Council Closed Session: 5:00 P.M.

City Council Regular Session: 6:00 P.M.

COUNCIL CLOSED SESSION: 5:00 P.M.

Mayor Moreno called Closed Session to order at 5:00 p.m.

1. ROLL CALL

Present: **By Teleconference** - Council Members Bourbeau, Dariz and Funk, Mayor Pro Tem Newsom, and Mayor Moreno

Absent: None

Others Present: None

Staff Present: **By Teleconference** – City Manager Rachelle Rickard, Administrative Services Director Jeri Rangel, City Attorney Brian Pierik, Deputy City Manager/City Clerk Lara Christensen, and IT Manager Luke Knight

2. CLOSED SESSION -- PUBLIC COMMENT – None

3. COUNCIL LEAVES TO BEGIN CLOSED SESSION

Deputy City Manager/City Clerk Christensen and IT Manager Knight did not attend this portion of the meeting.

4. CLOSED SESSION -- CALL TO ORDER

a. Conference with Real Property Negotiators (Govt. Code 54956.8)

Real Property: 6009 Del Rio Road (APN 049141038 – City Property), 2000 Ramona Road (APN 049141039 – City Property), 2455 El Camino Real (APN 049151056 – People Self Help Housing Property), 6105 Olmeda Avenue (APN 029091001 – State of California Property), Atascadero, California, 93422

Agency Negotiator: Rachelle Rickard, City Manager

Negotiating Parties: People Self Help Housing and State of California

Subject of Negotiations: Purchase price and/or terms of payment.

b. Conference with Labor Negotiators (Govt. Code Sec. 54957.6)

Agency designated representatives: Rachelle Rickard, City Manager

Employee Organizations: Atascadero Professional Firefighters, Local 3600; Atascadero Police Association; Mid-Management/Professional Employees; Non-Represented Professional and Management Workers and Confidential Employees

c. Conference with Legal Counsel – Existing Litigation

Government Code Sec. 54956.9 (d)(1)

Name of Case: Newton v. City of Atascadero, Heather Newsom and Susan Funk
San Luis Obispo Superior Court Case No. 21CVP-0168

5. CLOSED SESSION – ADJOURNMENT

6. COUNCIL RETURNS

7. CLOSED SESSION – REPORT (IF ANY)

a. August 13, 2021

City Attorney Pierik reported that there was no reportable action from Closed Session on August 13, 2021 or on Closed Session items a and c above.

He noted that more time would be needed to complete the discussion on Closed Session Item b and that Council would be recessing Closed Session until after the close of Regular Session.

REGULAR SESSION – CALL TO ORDER: 6:00 P.M.

Mayor Moreno called the meeting to order at 6:02 p.m. and Council Member Funk led the Pledge of Allegiance.

ROLL CALL:

Present: **By Teleconference** - Council Members Bourbeau, Dariz and Funk, Mayor Pro Tem Newsom, and Mayor Moreno

Absent: None

Others Present: None

Staff Present: **By Teleconference** – City Manager Rachelle Rickard, Administrative Services Director Jeri Rangel, Community Development Director Phil Dunsmore, Public Works Director Nick DeBar, Police Chief Robert Masterson, City Attorney Brian Pierik, Deputy City Manager/City Clerk Lara Christensen, Battalion Chief Matt Miranda, Deputy Community Development Director Loreli Cappel and IT Manager Luke Knight

APPROVAL OF AGENDA:

MOTION: By Council Member Funk and seconded by Mayor Pro Tem Newsom to:

1. Approve this agenda; and,
2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

Motion passed 5:0 by a roll-call vote.

PRESENTATION:

1. Commute with Confidence – October 2021 (SLOCOG)

Peter Williamson, SLOCOG, gave the presentation to the City Council.

A. CONSENT CALENDAR:

1. City Council Draft Action Minutes – August 10, 2021 & August 13, 2021

- Recommendation: Council approve the August 10, 2021 Draft City Council Regular Meeting Minutes and the August 13, 2021 Draft City Council Special Meeting Minutes. [City Clerk]

2. July 2021 Accounts Payable and Payroll

- Fiscal Impact: \$6,855,314.43
- Recommendation: Council approve certified City accounts payable, payroll and payroll vendor checks for July 2021. [Administrative Services]

3. 2022 Measure F-14 Pavement Rehabilitation Project Design Engineering Services Contract

- Fiscal Impact: \$212,500.00
- Recommendation: Council authorize the City Manager to execute a professional services agreement for \$212,500 with Rick Engineering Company to provide design engineering and construction plan preparation services for the 2022 Measure F-14 Pavement Rehabilitation Project (Project No. C2021R01). [Public Works]

4. El Camino Real South Pavement Resurfacing Project Construction Award

- Fiscal Impact: \$1,294,999.00
- Recommendation: Council award a construction contract for \$1,294,999 to Papich Construction Company Inc. for the El Camino Real South Pavement Resurfacing Project (Project No. C2020R04). [Public Works]

Deputy City Manager/City Clerk Christensen noted that a misprint was discovered in the Minutes for August 10, 2021 (Item #A-1) and the roll call for the August 10 Closed Session would be revised to match the Regular Session roll call reflecting those appearing in-person at the Meeting.

MOTION: By Council Member Bourbeau and seconded by Mayor Pro Tem Newsom to approve the Consent Calendar, with the change to the August 10, 2021 Minutes as noted. (#A-3: Contract No. 2021-025) (#A-4: Contract No. 2021-026)
Motion passed 5:0 by a roll-call vote.

UPDATES FROM THE CITY MANAGER:

City Manager Rachelle Rickard gave an update on projects and issues within the City.

1. John Neil, Atascadero Groundwater Sustainability Agency, provided an update on the Atascadero Basin Ground Water Sustainability Plan and answered questions from the Council.

PUBLIC COMMENT:

The following citizens spoke by telephone or through the webinar on this item: Greg Grewal

Mayor Moreno closed the Public Comment period.

2. Public Works Director DeBar provided an update on the striping along Morro Road and answered questions from the Council.

PUBLIC COMMENT:

The following citizens spoke by telephone or through the webinar on this item: Deborah McKrell and Geoff Auslen

Mayor Moreno closed the Public Comment period.

COMMUNITY FORUM:

The following citizens spoke by telephone or through the webinar on this item: Eric Daniels, Brighton Hushing-Kline, and Geoff Auslen

Mayor Moreno closed the COMMUNITY FORUM period.

B. PUBLIC HEARINGS:**1. Ordinance to Amend Title 11, Subdivisions, of the Atascadero Municipal Code Related to Dedications, Tentative Maps, Parcel and Final Maps, and Subdivision Improvement Requirements**

- Fiscal Impact: Proposed amendments to Title 11 are expected to streamline parcel and final map approvals and reduce staff time. No fiscal impact will occur with continuing the public hearing to the next regular Council meeting.
- Recommendation: Council continue the public hearing to the September 28, 2021 regular City Council meeting to allow additional time for drafting and reviewing proposed amendments to Title 11, Subdivisions, of the Atascadero Municipal Code related to dedications, tentative maps, parcel and final maps, and subdivision improvement requirements. [Public Works]

Ex Parte Communications

No Council Members had anything to report.

PUBLIC COMMENT:

The following citizens spoke on this item: None

Mayor Moreno closed the Public Comment period.

Mayor Moreno noted that the item would be continued to the September 28, 2021 Regular City Council Meeting.

C. MANAGEMENT REPORTS:**1. East Mall at Centennial Plaza Vacant Lots Study Session**

- Fiscal Impact: There is no specific fiscal impact associated with the analysis of future options and disposition of the properties as surplus land.
- Recommendation: Council provide staff direction regarding and authorize staff to proceed with, a PD rezoning of the City owned vacant Centennial Plaza lots to refine the building envelope and land uses consistent with the General Plan, City Council Action Plan, and Downtown Revitalization Plan. [Community Development]

Community Development Director Dunsmore gave the report and answered questions from the Council.

Mayor Moreno recessed the meeting at 8:44 p.m.

Mayor Moreno reconvened the meeting at 8:55 p.m. with all present.

PUBLIC COMMENT:

The following citizens spoke by telephone or through the webinar on this item: Deborah McKrell and Christina Asdel Cisneros

Mayor Moreno closed the Public Comment period.

Council provided direction to staff to demolish the existing vacant structure on the vacant City owned Centennial Plaza lots and draft a PD overlay zone for development of the City owned vacant Centennial Plaza lots to refine the building envelope and land uses consistent with the General Plan, City Council Action Plan, and Downtown Revitalization Plan.

2. Title 9 Planning and Zoning Text Amendments Annual Code Update

- Fiscal Impact: Since the proposed Zoning clarifications are intended to refine consistency with the General Plan, there is a potential small savings of staff time.
- Recommendation: Council adopt, by title only, Ordinance No. 646 (as introduced on May 25, 2021), amending the Atascadero Municipal Code, Title 9 Zoning Ordinance, Section 9-2.112 Permit Time Limits, Section 9-3.230 Agriculture and residential district allowable land uses, Section 9-3.262 Property development standards – RMF, Section 9-3.330 Nonresidential district allowable land uses, Section 9-3.331 Mixed Use residential density, Section 9-3.430 Public districts allowable land uses, Section 9-3.500 Definitions, Section 9-4.107 Side setbacks, Section 9-4.112 Measurement of height, Section 9-4.113 Height limitations, Section 9-4.128 Fencing and screening, Section 9-6.103 Accessory storage, Section 9-6.105 Home Occupations, Section 9-6.106 Residential accessory uses, Section 9-6.112 Farm animal raising, Section 9-6.113 Interim agricultural uses, Section 9-2.102 General Definitions, based on findings. [Community Development]

Community Development Director Dunsmore and Deputy City Manager/City Clerk Christensen briefed the City Council on the staff report.

PUBLIC COMMENT:

The following citizens spoke on this item: None

Mayor Moreno closed the Public Comment period.

MOTION: By Mayor Pro Tem Newsom and seconded by Council Member Funk to adopt, by title only, Ordinance No. 646 (as introduced on May 25, 2021), amending the Atascadero Municipal Code, Title 9 Zoning Ordinance, Section 9-2.112 Permit Time Limits, Section 9-3.230 Agriculture and residential district allowable land uses, Section 9-3.262 Property development standards – RMF, Section 9-3.330 Nonresidential district allowable land uses, Section 9-3.331 Mixed Use residential density, Section 9-3.430 Public districts allowable

land uses, Section 9-3.500 Definitions, Section 9-4.107 Side setbacks, Section 9-4.112 Measurement of height, Section 9-4.113 Height limitations, Section 9-4.128 Fencing and screening, Section 9-6.103 Accessory storage, Section 9-6.105 Home Occupations, Section 9-6.106 Residential accessory uses, Section 9-6.112 Farm animal raising, Section 9-6.113 Interim agricultural uses, Section 9-2.102 General Definitions, based on findings.

Motion passed 5:0 by a roll-call vote.

D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS:

The following Council Members made brief announcements and gave brief update reports on their committees since their last Council meeting:

Council Member Bourbeau

1. Integrated Waste Management Authority (IWMA)

Council Member Funk

1. Homeless Services Oversight Council

E. INDIVIDUAL DETERMINATION AND / OR ACTION: None

F. ADJOURN

Mayor Moreno recessed the Regular Meeting at 10:17 p.m. and reconvened the Closed Session Meeting at 10:18 p.m.

The meeting was adjourned at 11:09 pm; no reportable action.

MINUTES PREPARED BY:

Lara K. Christensen
City Clerk

APPROVED:



Atascadero City Council

Staff Report - Administrative Services Department

August 2021 Accounts Payable and Payroll

RECOMMENDATION:

Council approve certified City accounts payable, payroll and payroll vendor checks for August 2021.

DISCUSSION:

Attached for City Council review and approval are the following:

Payroll

Dated	8/5/21	Checks # 35203 - 35215	\$ 12,720.50
		Direct Deposits	331,248.97
Dated	8/19/21	Checks # 35216 - 35230	12,166.15
		Direct Deposits	333,062.03

Accounts Payable

Dated 8/1/21-8/31/21	Checks # 168352 - 168665 & EFTs 4127 - 4154	2,548,890.87
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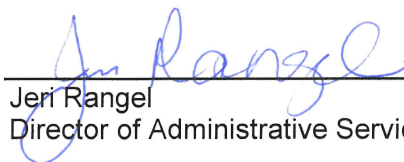
TOTAL AMOUNT	\$ 3,238,088.52
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FISCAL IMPACT:

Total expenditures for all funds is	\$ 3,238,088.52
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CERTIFICATION:

The undersigned certifies that the attached demands have been released for payment and that funds are available for these demands.



Jeri Rangel
Director of Administrative Services

ATTACHMENT:

August 2021 Eden Warrant Register in the amount of	\$ 2,548,890.87
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City of Atascadero
Disbursement Listing
For the Month of August 2021

ITEM NUMBER: A-2
DATE: 09/28/21
ATTACHMENT: 1

Check Number	Check Date	Vendor	Description	Amount
168352	08/04/2021	WEX BANK - 76 UNIVERSL	Accounts Payable Check	326.15
168353	08/04/2021	WEX BANK - WEX FLEET UNIVERSAL	Accounts Payable Check	338.95
168355	08/04/2021	ATASCADERO MUTUAL WATER CO.	Accounts Payable Check	32,793.50
168356	08/04/2021	WEX BANK - 76 UNIVERSL	Accounts Payable Check	15,792.33
168357	08/04/2021	WEX BANK - WEX FLEET UNIVERSAL	Accounts Payable Check	8,410.47
4127	08/05/2021	ANTHEM BLUE CROSS HSA	Payroll Vendor Payment	8,307.82
168358	08/05/2021	ATASCADERO MID MGRS ORG UNION	Payroll Vendor Payment	80.00
168359	08/05/2021	ATASCADERO POLICE OFFICERS	Payroll Vendor Payment	1,741.50
168360	08/05/2021	ATASCADERO PROF. FIREFIGHTERS	Payroll Vendor Payment	1,027.05
168361	08/05/2021	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	723.00
168362	08/05/2021	MASS MUTUAL WORKPLACE SOLUTION	Payroll Vendor Payment	7,694.09
168363	08/05/2021	NATIONWIDE RETIREMENT SOLUTION	Payroll Vendor Payment	1,112.74
168364	08/05/2021	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	2,626.87
168365	08/05/2021	SEIU LOCAL 620	Payroll Vendor Payment	834.81
168366	08/05/2021	VANTAGEPOINT TRNSFR AGT 106099	Payroll Vendor Payment	357.85
168367	08/05/2021	VANTAGEPOINT TRNSFR AGT 304633	Payroll Vendor Payment	6,956.58
168368	08/05/2021	VANTAGEPOINT TRNSFR AGT 706276	Payroll Vendor Payment	546.00
4128	08/06/2021	STATE DISBURSEMENT UNIT	Payroll Vendor Payment	467.07
4129	08/06/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	22,090.52
4130	08/06/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	29,154.80
4131	08/06/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	1,945.56
4132	08/06/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	2,746.58
4133	08/06/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	5,066.24
4134	08/06/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	9,353.51
4135	08/06/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	8,371.97
4136	08/06/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	13,859.88
168369	08/06/2021	ANTHEM BLUE CROSS HEALTH	Payroll Vendor Payment	192,528.61
168370	08/06/2021	LINCOLN NATIONAL LIFE INS CO	Payroll Vendor Payment	1,832.47
168371	08/06/2021	MEDICAL EYE SERVICES	Payroll Vendor Payment	1,720.92
168372	08/06/2021	PREFERRED BENEFITS INSURANCE	Payroll Vendor Payment	8,563.40
4137	08/10/2021	RABOBANK, N.A.	Payroll Vendor Payment	65,972.97
4138	08/10/2021	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	20,912.55
4139	08/10/2021	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,508.72
168373	08/13/2021	A SUPERIOR CRANE, LLC	Accounts Payable Check	540.00
168374	08/13/2021	ALAMEDA ELECTRICAL DISTRIBUTOR	Accounts Payable Check	71.80
168375	08/13/2021	ALPHA ELECTRIC SERVICE	Accounts Payable Check	750.00
168376	08/13/2021	AT&T	Accounts Payable Check	393.62
168377	08/13/2021	AT&T	Accounts Payable Check	101.61
168378	08/13/2021	BATTERY SYSTEMS, INC.	Accounts Payable Check	190.92
168379	08/13/2021	CARQUEST OF ATASCADERO	Accounts Payable Check	186.63
168380	08/13/2021	COASTAL COPY, INC.	Accounts Payable Check	240.41
168381	08/13/2021	CREWSENSE, LLC	Accounts Payable Check	93.36
168382	08/13/2021	CRYSTAL CREAMERY, INC.	Accounts Payable Check	1,158.65

City of Atascadero
Disbursement Listing
For the Month of August 2021

ITEM NUMBER: A-2
DATE: 09/28/21
ATTACHMENT: 1

Check Number	Check Date	Vendor	Description	Amount
168383	08/13/2021	DELTA LIQUID ENERGY	Accounts Payable Check	16.23
168384	08/13/2021	ELECTRICRAFT, INC.	Accounts Payable Check	782.57
168385	08/13/2021	FGL ENVIRONMENTAL	Accounts Payable Check	362.00
168386	08/13/2021	HART IMPRESSIONS PRINTING	Accounts Payable Check	271.53
168387	08/13/2021	INFORMATION TECHNOLOGY	Accounts Payable Check	2,130.85
168388	08/13/2021	JIFFY LUBE	Accounts Payable Check	54.95
168389	08/13/2021	JK2 APPAREL	Accounts Payable Check	580.86
168390	08/13/2021	KID TEES	Accounts Payable Check	232.20
168391	08/13/2021	KRITZ EXCAVATING & TRUCKNG INC	Accounts Payable Check	629.77
168392	08/13/2021	LEE WILSON ELECTRIC CO. INC	Accounts Payable Check	747.42
168393	08/13/2021	MUFG UNION BANK, N.A.	Accounts Payable Check	2,960.00
168394	08/13/2021	NORTH CO SEPTIC SERVICE, INC.	Accounts Payable Check	1,785.00
168395	08/13/2021	OFFICE DEPOT INC.	Accounts Payable Check	469.69
168396	08/13/2021	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	30,032.53
168397	08/13/2021	RAIN FOR RENT	Accounts Payable Check	7,250.98
168398	08/13/2021	RAINSCAPE, A LANDSCAPE SVC CO.	Accounts Payable Check	180.87
168399	08/13/2021	READYREFRESH BY NESTLE	Accounts Payable Check	346.13
168400	08/13/2021	RECOGNITION WORKS	Accounts Payable Check	2,006.44
168401	08/13/2021	ROB REYNOLDS CONSTRUCTION, INC	Accounts Payable Check	333,871.55
168402	08/13/2021	JAMES STEVEN ROBINSON DVM	Accounts Payable Check	12,400.00
168403	08/13/2021	SAN LUIS POWERHOUSE, INC.	Accounts Payable Check	963.53
168404	08/13/2021	STANLEY CONVERGENT SECURITY	Accounts Payable Check	367.20
168405	08/13/2021	VERIZON WIRELESS	Accounts Payable Check	892.37
168406	08/13/2021	WECK LABRATORIES, INC.	Accounts Payable Check	930.00
168407	08/13/2021	WISHPETS CO.	Accounts Payable Check	386.64
168408	08/13/2021	13 STARS MEDIA	Accounts Payable Check	1,130.06
168409	08/13/2021	2 MEXICANS, LLC	Accounts Payable Check	3,725.00
168410	08/13/2021	A SUPERIOR CRANE, LLC	Accounts Payable Check	1,620.00
168411	08/13/2021	AGM CALIFORNIA, INC.	Accounts Payable Check	1,140.00
168412	08/13/2021	AIRGAS USA, LLC	Accounts Payable Check	57.31
168413	08/13/2021	ALLIANT INSURANCE SERVICES INC	Accounts Payable Check	141.00
168414	08/13/2021	MICHAEL J. ARRIOLA	Accounts Payable Check	1,050.00
168415	08/13/2021	AT&T	Accounts Payable Check	268.64
168416	08/13/2021	ATASCADERO PICKLEBALL CLUB, INC	Accounts Payable Check	785.40
168417	08/13/2021	AVILA TRAFFIC SAFETY	Accounts Payable Check	213.15
168418	08/13/2021	KEITH R. BERGHER	Accounts Payable Check	270.00
168419	08/13/2021	BILL GAINES AUDIO, INC.	Accounts Payable Check	600.70
168420	08/13/2021	JUSTIN M. BLODGET	Accounts Payable Check	480.00
168421	08/13/2021	BRANCH SMITH PROPERTIES	Accounts Payable Check	362.00
168422	08/13/2021	CASEY BRYSON	Accounts Payable Check	143.00
168423	08/13/2021	CA POLICE CHIEF'S ASSC	Accounts Payable Check	145.00
168424	08/13/2021	CAL-COAST IRRIGATION, INC	Accounts Payable Check	254.52
168425	08/13/2021	CALIFORNIA JPIA	Accounts Payable Check	5,247.00

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168426	08/13/2021	CALIFORNIA JPIA	Accounts Payable Check	556.90
168427	08/13/2021	CARQUEST OF ATASCADERO	Accounts Payable Check	28.19
168428	08/13/2021	CASH	Accounts Payable Check	900.00
168429	08/13/2021	CHARTER COMMUNICATIONS	Accounts Payable Check	4,327.34
168430	08/13/2021	KAREN A. CLANIN	Accounts Payable Check	395.50
168431	08/13/2021	CLEVER CONCEPTS, INC.	Accounts Payable Check	47.95
168432	08/13/2021	CREWSENSE, LLC	Accounts Payable Check	2,598.72
168433	08/13/2021	CRYSTAL CREAMERY, INC.	Accounts Payable Check	441.98
168434	08/13/2021	CRYSTAL SPRINGS WATER	Accounts Payable Check	20.00
168435	08/13/2021	CULLIGAN/CENTRAL COAST WTR TRT	Accounts Payable Check	70.00
168436	08/13/2021	DAN BIDDLE PEST CONTROL SERVIC	Accounts Payable Check	135.00
168437	08/13/2021	NICHOLAS DEBAR	Accounts Payable Check	300.00
168438	08/13/2021	JOE DEBRUIN, PH.D.	Accounts Payable Check	900.00
168439	08/13/2021	DESTINATION TRAVEL NETWORK	Accounts Payable Check	75.00
168440	08/13/2021	DOOMSDAY SKATE, LLC	Accounts Payable Check	72.00
168441	08/13/2021	PHILIP DUNSMORE	Accounts Payable Check	300.00
168442	08/13/2021	EARTH SYSTEMS PACIFIC	Accounts Payable Check	885.00
168443	08/13/2021	ECS IMAGING, INC.	Accounts Payable Check	5,957.83
168444	08/13/2021	DANIEL E. ERNST	Accounts Payable Check	350.00
168445	08/13/2021	ESRI, INC.	Accounts Payable Check	13,510.00
168446	08/13/2021	FARM SUPPLY COMPANY	Accounts Payable Check	1,984.25
168447	08/13/2021	FERGUSON ENTERPRISES, LLC	Accounts Payable Check	169.90
168448	08/13/2021	FERRELL'S AUTO REPAIR	Accounts Payable Check	59.50
168449	08/13/2021	JUSTIN S. FETZER	Accounts Payable Check	555.00
168450	08/13/2021	FIESTA MAHAR MANUFACTURNG CORP	Accounts Payable Check	925.03
168451	08/13/2021	FITNESS EDGE EXERCISE EQUIP.	Accounts Payable Check	280.00
168452	08/13/2021	FRANCHISE TAX BOARD	Accounts Payable Check	247.75
168453	08/13/2021	G. SOSA CONSTRUCTION, INC.	Accounts Payable Check	15,257.56
168454	08/13/2021	NICOLE M. GUIDOTTI	Accounts Payable Check	1,707.00
168455	08/13/2021	KYLE HACKETT	Accounts Payable Check	1,070.79
168456	08/13/2021	BRETT HILDEBRAND	Accounts Payable Check	163.00
168457	08/13/2021	IRON MOUNTAIN RECORDS MGMNT	Accounts Payable Check	126.35
168458	08/13/2021	JOURNAL PLUS MAGAZINE	Accounts Payable Check	1,800.00
168459	08/13/2021	KIRK CONSTRUCTION	Accounts Payable Check	1,562.54
168460	08/13/2021	KPRL 1230 AM	Accounts Payable Check	500.00
168461	08/13/2021	KW CONSTRUCTION	Accounts Payable Check	4,700.00
168462	08/13/2021	LIEBERT CASSIDY WHITMORE	Accounts Payable Check	4,165.00
168463	08/13/2021	LIFE ASSIST, INC.	Accounts Payable Check	5,404.02
168464	08/13/2021	MADRONE LANDSCAPES, INC.	Accounts Payable Check	401.00
168465	08/13/2021	MARBORG INDUSTRIES	Accounts Payable Check	962.28
168466	08/13/2021	ROBERT MASTERSON	Accounts Payable Check	194.00
168467	08/13/2021	WADE MCKINNEY	Accounts Payable Check	486.51
168468	08/13/2021	MICHAEL K. NUNLEY & ASSC, INC.	Accounts Payable Check	6,117.44

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168469	08/13/2021	MID-COAST MOWER & SAW, INC.	Accounts Payable Check	185.25
168470	08/13/2021	MINER'S ACE HARDWARE	Accounts Payable Check	869.21
168471	08/13/2021	MISSION UNIFORM SERVICE	Accounts Payable Check	338.58
168472	08/13/2021	MULLAHEY CDJR	Accounts Payable Check	26,300.06
168473	08/13/2021	MV TRANSPORTATION, INC.	Accounts Payable Check	18,658.35
168474	08/13/2021	NEW TIMES	Accounts Payable Check	1,885.00
168475	08/13/2021	NORTH CO SEPTIC SERVICE, INC.	Accounts Payable Check	2,528.75
168476	08/13/2021	OFFICE DEPOT INC.	Accounts Payable Check	319.39
168479	08/13/2021	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	34,703.16
168480	08/13/2021	PEAKWIFI, LLC	Accounts Payable Check	650.00
168481	08/13/2021	DEAN PERICIC	Accounts Payable Check	194.00
168482	08/13/2021	PRAXAIR DISTRIBUTION, INC.	Accounts Payable Check	58.48
168483	08/13/2021	PROCARE JANITORIAL SUPPLY, INC.	Accounts Payable Check	437.67
168484	08/13/2021	PROSOUND BUSINESS MEDIA, INC.	Accounts Payable Check	99.00
168485	08/13/2021	PRP COMPANIES	Accounts Payable Check	214.15
168486	08/13/2021	RAIN FOR RENT	Accounts Payable Check	8,829.57
168487	08/13/2021	RAINSCAPE, A LANDSCAPE SVC CO.	Accounts Payable Check	7,493.44
168488	08/13/2021	RAMINHA CONSTRUCTION, INC.	Accounts Payable Check	105,120.15
168489	08/13/2021	JERI RANGEL	Accounts Payable Check	300.00
168490	08/13/2021	READYREFRESH BY NESTLE	Accounts Payable Check	68.51
168491	08/13/2021	RACHELLE RICKARD	Accounts Payable Check	500.00
168492	08/13/2021	ROLSON MUSIC & SOUND	Accounts Payable Check	1,500.00
168493	08/13/2021	SCHINDLER ELEVATOR CORP	Accounts Payable Check	458.43
168494	08/13/2021	JAMES SCOOLIS	Accounts Payable Check	900.00
168495	08/13/2021	SHI INTERNATIONAL CORP.	Accounts Payable Check	188.46
168496	08/13/2021	SITEONE LANDSCAPE SUPPLY, LLC	Accounts Payable Check	280.62
168497	08/13/2021	SOUZA CONSTRUCTION, INC.	Accounts Payable Check	108,661.66
168498	08/13/2021	SPEAKWRITE, LLC.	Accounts Payable Check	498.47
168499	08/13/2021	SPECIALIZED EQUIPMENT REPAIR	Accounts Payable Check	2,105.15
168500	08/13/2021	SUNLIGHT JANITORIAL, INC.	Accounts Payable Check	1,700.00
168501	08/13/2021	THOMSON REUTERS - WEST	Accounts Payable Check	175.10
168502	08/13/2021	ULTREX LEASING	Accounts Payable Check	276.34
168503	08/13/2021	UNITED RENTALS (NORTH AM), INC	Accounts Payable Check	26,095.64
168504	08/13/2021	DAVID VAN SON	Accounts Payable Check	153.00
168505	08/13/2021	VISIT SLO CAL	Accounts Payable Check	12,500.00
168506	08/13/2021	KYLER P. WARREN	Accounts Payable Check	391.00
168507	08/13/2021	WCJ PROPERTY SERVICES	Accounts Payable Check	743.25
168508	08/13/2021	WEST COAST AUTO & TOWING, INC.	Accounts Payable Check	110.00
168509	08/13/2021	HEATH T. WEST	Accounts Payable Check	136.00
168510	08/13/2021	WHITLOCK & WEINBERGER TRANS.	Accounts Payable Check	6,295.90
168511	08/13/2021	WILKINS ACTION GRAPHICS	Accounts Payable Check	214.89
168512	08/13/2021	GEORGE P. WILLIAMS	Accounts Payable Check	500.00
168513	08/13/2021	ANNE G. WILSON	Accounts Payable Check	495.00

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168514	08/13/2021	KAREN B. WYKE	Accounts Payable Check	942.90
168515	08/13/2021	YOUTH EVOLUTION SOCCER	Accounts Payable Check	1,425.60
168516	08/13/2021	ZOOM IMAGING SOLUTIONS, INC.	Accounts Payable Check	986.91
4140	08/19/2021	ANTHEM BLUE CROSS HSA	Payroll Vendor Payment	10,297.82
168517	08/19/2021	ATASCADERO MID MGRS ORG UNION	Payroll Vendor Payment	80.00
168518	08/19/2021	ATASCADERO POLICE OFFICERS	Payroll Vendor Payment	1,741.50
168519	08/19/2021	ATASCADERO PROF. FIREFIGHTERS	Payroll Vendor Payment	1,027.05
168520	08/19/2021	MASS MUTUAL WORKPLACE SOLUTION	Payroll Vendor Payment	7,451.27
168521	08/19/2021	NATIONWIDE RETIREMENT SOLUTION	Payroll Vendor Payment	1,247.62
168522	08/19/2021	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	2,626.87
168523	08/19/2021	SEIU LOCAL 620	Payroll Vendor Payment	835.78
168524	08/19/2021	VANTAGEPOINT TRNSFR AGT 106099	Payroll Vendor Payment	357.85
168525	08/19/2021	VANTAGEPOINT TRNSFR AGT 304633	Payroll Vendor Payment	6,562.44
168526	08/19/2021	VANTAGEPOINT TRNSFR AGT 706276	Payroll Vendor Payment	746.00
4141	08/20/2021	STATE DISBURSEMENT UNIT	Payroll Vendor Payment	467.07
4142	08/20/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	22,107.10
4143	08/20/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	29,763.10
4144	08/20/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	1,927.13
4145	08/20/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	2,764.62
4146	08/20/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	5,066.24
4147	08/20/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	8,812.99
4148	08/20/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	8,453.29
4149	08/20/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	13,607.59
4150	08/24/2021	BANK OF NEW YORK MELLON	Accounts Payable Check	641,857.25
4151	08/24/2021	RABOBANK, N.A.	Payroll Vendor Payment	68,303.06
4152	08/24/2021	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	21,753.07
4153	08/24/2021	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,684.86
4154	08/25/2021	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	2,800.00
168527	08/27/2021	ADVANCED EQUIPMENT CORP.	Accounts Payable Check	3,639.00
168528	08/27/2021	AT&T	Accounts Payable Check	46.06
168529	08/27/2021	ATASCADERO PROF. FIREFIGHTERS	Accounts Payable Check	1,679.76
168530	08/27/2021	ATASCADERO YOUTH FOOTBALL	Accounts Payable Check	627.50
168531	08/27/2021	BASSETT'S CRICKET RANCH, INC.	Accounts Payable Check	360.99
168532	08/27/2021	BURKE, WILLIAMS, & SORENSON LLP	Accounts Payable Check	42,142.25
168533	08/27/2021	CITY OF ATASCADERO	Accounts Payable Check	546.33
168534	08/27/2021	CO OF SAN LUIS OBISPO SART PRG	Accounts Payable Check	1,906.00
168535	08/27/2021	EMI SPORTWEAR	Accounts Payable Check	320.21
168536	08/27/2021	ESCUELA DEL RIO	Accounts Payable Check	60.00
168537	08/27/2021	FILIPPIN ENGINEERING, INC.	Accounts Payable Check	1,550.00
168538	08/27/2021	IRON MOUNTAIN RECORDS MGMNT	Accounts Payable Check	35.21
168539	08/27/2021	TORI KEEN	Accounts Payable Check	330.00
168540	08/27/2021	LANTERN PRESS	Accounts Payable Check	1,144.44
168541	08/27/2021	MEYER TREE CONSULTING	Accounts Payable Check	725.00

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168542	08/27/2021	MICHAEL K. NUNLEY & ASSC, INC.	Accounts Payable Check	1,363.15
168543	08/27/2021	MINER'S ACE HARDWARE	Accounts Payable Check	475.56
168544	08/27/2021	MISSION UNIFORM SERVICE	Accounts Payable Check	37.00
168545	08/27/2021	MONSOON CONSULTANTS	Accounts Payable Check	210.00
168546	08/27/2021	OFFICE DEPOT INC.	Accounts Payable Check	68.10
168547	08/27/2021	PACIFIC CNTRL COAST HLTH CTRS	Accounts Payable Check	115.00
168548	08/27/2021	PENGUIN RANDOM HOUSE, LLC	Accounts Payable Check	615.93
168549	08/27/2021	PERRY'S PARCEL & GIFT	Accounts Payable Check	302.19
168550	08/27/2021	PERRY'S PARCEL & GIFT	Accounts Payable Check	185.00
168551	08/27/2021	PHILLIPS INTERNATIONAL, INC.	Accounts Payable Check	765.00
168552	08/27/2021	READYREFRESH BY NESTLE	Accounts Payable Check	314.78
168553	08/27/2021	JOHN ROSSETTI	Accounts Payable Check	15,200.78
168554	08/27/2021	SCHNEIDER ELECTRIC SYS USA INC	Accounts Payable Check	2,531.98
168555	08/27/2021	SLO COUNTY SHERIFF'S OFFICE	Accounts Payable Check	212.00
168556	08/27/2021	SMART AND FINAL	Accounts Payable Check	482.02
168557	08/27/2021	STANLEY CONVERGENT SECURITY	Accounts Payable Check	367.20
168559	08/27/2021	U.S. BANK	Accounts Payable Check	11,904.83
168560	08/27/2021	VERIZON WIRELESS	Accounts Payable Check	1,940.08
168561	08/27/2021	VISIT SLO CAL	Accounts Payable Check	75,026.09
168562	08/27/2021	WALLACE GROUP	Accounts Payable Check	3,658.75
168563	08/27/2021	WISHPETS CO.	Accounts Payable Check	97.36
168564	08/27/2021	13 STARS MEDIA	Accounts Payable Check	39.82
168565	08/27/2021	29TONIGHT, INC.	Accounts Payable Check	408.86
168566	08/27/2021	A & T ARBORISTS & VEGETATION	Accounts Payable Check	3,800.00
168567	08/27/2021	ADAMSKI,MOROSKI,MADDEN,	Accounts Payable Check	1,662.00
168568	08/27/2021	AGP VIDEO, INC.	Accounts Payable Check	1,555.00
168569	08/27/2021	AIRGAS USA, LLC	Accounts Payable Check	399.39
168570	08/27/2021	ALL SIGNS AND GRAPHICS, INC.	Accounts Payable Check	287.10
168571	08/27/2021	ALPHA ELECTRIC SERVICE	Accounts Payable Check	3,253.69
168572	08/27/2021	AMERICAN WEST TIRE & AUTO INC	Accounts Payable Check	726.32
168574	08/27/2021	AT&T	Accounts Payable Check	628.27
168575	08/27/2021	AT&T	Accounts Payable Check	815.63
168576	08/27/2021	ATASCADERO HAY & FEED	Accounts Payable Check	1,432.43
168577	08/27/2021	AURORA WORLD, INC.	Accounts Payable Check	1,199.52
168578	08/27/2021	AVILA TRAFFIC SAFETY	Accounts Payable Check	1,462.69
168579	08/27/2021	THE BAKERSFIELD CALIFORNIAN	Accounts Payable Check	1,290.00
168580	08/27/2021	BASSETT'S CRICKET RANCH,INC.	Accounts Payable Check	304.48
168581	08/27/2021	JULIE C. BEAVER	Accounts Payable Check	350.00
168582	08/27/2021	BELL'S PLUMBING REPAIR, INC.	Accounts Payable Check	275.00
168583	08/27/2021	BERRY MAN, INC.	Accounts Payable Check	1,114.95
168584	08/27/2021	BORJON AUTO CENTER	Accounts Payable Check	57.65
168585	08/27/2021	BREZDEN PEST CONTROL, INC.	Accounts Payable Check	192.00
168586	08/27/2021	CARQUEST OF ATASCADERO	Accounts Payable Check	219.20

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168587	08/27/2021	CENTRAL COAST TRANSPORTATION	Accounts Payable Check	1,820.00
168588	08/27/2021	CHARTER COMMUNICATIONS	Accounts Payable Check	124.98
168589	08/27/2021	COASTAL COPY, INC.	Accounts Payable Check	179.49
168590	08/27/2021	CREATIVE SVCS OF NEW ENGLAND	Accounts Payable Check	298.95
168591	08/27/2021	CRYSTAL CREAMERY, INC.	Accounts Payable Check	952.06
168592	08/27/2021	DOGGIE WALK BAGS COMPANY	Accounts Payable Check	289.79
168593	08/27/2021	EL CAMINO CAR WASH	Accounts Payable Check	49.99
168594	08/27/2021	ESCROW CLEANING SERVICE	Accounts Payable Check	300.00
168595	08/27/2021	ESCUELA DEL RIO	Accounts Payable Check	780.00
168596	08/27/2021	EVERYTHING'S ORGANIZED, LLC	Accounts Payable Check	29.00
168597	08/27/2021	FASTENAL COMPANY	Accounts Payable Check	607.74
168598	08/27/2021	FENCE FACTORY ATASCADERO	Accounts Payable Check	1,132.73
168599	08/27/2021	FGL ENVIRONMENTAL	Accounts Payable Check	570.00
168600	08/27/2021	FIESTA MAHAR MANUFACTURING CORP	Accounts Payable Check	407.54
168601	08/27/2021	GARRY BRILL PRODUCTIONS	Accounts Payable Check	150.00
168602	08/27/2021	GAS COMPANY	Accounts Payable Check	509.14
168603	08/27/2021	GHOST/MONSTER	Accounts Payable Check	350.00
168604	08/27/2021	GLOBAL EYEWEAR	Accounts Payable Check	275.42
168605	08/27/2021	DANIEL J. GRASSESCHI	Accounts Payable Check	350.00
168606	08/27/2021	HART IMPRESSIONS PRINTING	Accounts Payable Check	125.72
168607	08/27/2021	PEGGY HOSHINO	Accounts Payable Check	40.25
168608	08/27/2021	HUNGRY MOTHER	Accounts Payable Check	140.00
168609	08/27/2021	JK'S UNLIMITED, INC.	Accounts Payable Check	8,182.46
168610	08/27/2021	JOE A. GONSALVES & SON	Accounts Payable Check	3,000.00
168611	08/27/2021	KID TEES	Accounts Payable Check	760.80
168612	08/27/2021	KPRL 1230 AM	Accounts Payable Check	320.00
168613	08/27/2021	LAYNE LABORATORIES, INC.	Accounts Payable Check	1,986.86
168614	08/27/2021	LIFE ASSIST, INC.	Accounts Payable Check	3,039.13
168615	08/27/2021	MADRONE LANDSCAPES, INC.	Accounts Payable Check	365.00
168616	08/27/2021	EDWARD J. MILLER, JR.	Accounts Payable Check	350.00
168617	08/27/2021	MINER'S ACE HARDWARE	Accounts Payable Check	909.75
168619	08/27/2021	MISSION UNIFORM SERVICE	Accounts Payable Check	604.76
168620	08/27/2021	TIM MOSCARDI	Accounts Payable Check	140.00
168621	08/27/2021	KYLE NAKAZAWA	Accounts Payable Check	1,411.83
168622	08/27/2021	NORTH COAST ENGINEERING INC.	Accounts Payable Check	1,290.00
168623	08/27/2021	NORTH COUNTY BACKFLOW	Accounts Payable Check	65.00
168624	08/27/2021	OFFICE DEPOT INC.	Accounts Payable Check	75.35
168625	08/27/2021	ON THE WALL, INC.	Accounts Payable Check	1,000.00
168626	08/27/2021	RON OVERACKER	Accounts Payable Check	283.36
168627	08/27/2021	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	31,862.81
168628	08/27/2021	PENGUIN RANDOM HOUSE, LLC	Accounts Payable Check	473.40
168629	08/27/2021	PERRY'S ELECTRIC MOTORS & CTRL	Accounts Payable Check	8,187.44
168630	08/27/2021	PERRY'S PARCEL & GIFT	Accounts Payable Check	25.00

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For the Month of August 2021

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DATE: 09/28/21
ATTACHMENT: 1

Check Number	Check Date	Vendor	Description	Amount
168631	08/27/2021	PERRY'S PARCEL & GIFT	Accounts Payable Check	86.80
168632	08/27/2021	PHILLIPS INTERNATIONAL, INC.	Accounts Payable Check	1,348.80
168633	08/27/2021	PHOTON BROTHERS	Accounts Payable Check	182.78
168634	08/27/2021	PROCARE JANITORIAL SUPPLY, INC.	Accounts Payable Check	896.47
168635	08/27/2021	PRW STEEL SUPPLY, INC.	Accounts Payable Check	775.55
168636	08/27/2021	ANTHONY RAMIREZ	Accounts Payable Check	350.00
168637	08/27/2021	READYREFRESH BY NESTLE	Accounts Payable Check	167.51
168638	08/27/2021	RECOGNITION WORKS	Accounts Payable Check	4.02
168639	08/27/2021	RHODE ISLAND NOVELTY	Accounts Payable Check	641.84
168640	08/27/2021	ROLSON MUSIC & SOUND	Accounts Payable Check	2,575.00
168641	08/27/2021	SAFARI LTD.	Accounts Payable Check	93.24
168642	08/27/2021	SERVICE SYSTEMS ASSC, INC.	Accounts Payable Check	2,500.00
168643	08/27/2021	SLO COUNTY SHERIFF'S OFFICE	Accounts Payable Check	750.00
168644	08/27/2021	SOUTH COAST EMERGENCY VEH SVC	Accounts Payable Check	296.15
168645	08/27/2021	SOUZA CONSTRUCTION, INC.	Accounts Payable Check	666.08
168646	08/27/2021	SUN BADGE COMPANY	Accounts Payable Check	160.80
168647	08/27/2021	SUNLIGHT JANITORIAL, INC.	Accounts Payable Check	961.00
168648	08/27/2021	SUNSET SERVICE CENTER	Accounts Payable Check	100.95
168649	08/27/2021	SWANK MOTION PICTURES, INC.	Accounts Payable Check	1,100.00
168650	08/27/2021	RODOLFO B. TORRES	Accounts Payable Check	350.00
168654	08/27/2021	U.S. BANK	Accounts Payable Check	24,695.61
168655	08/27/2021	U.S. POSTAL SERVICE	Accounts Payable Check	3,000.00
168656	08/27/2021	ULTREX BUSINESS PRODUCTS	Accounts Payable Check	35.77
168657	08/27/2021	UNITED RENTALS (NORTH AM), INC	Accounts Payable Check	6,144.39
168658	08/27/2021	VILLAGE ORIGINALS, INC.	Accounts Payable Check	701.99
168659	08/27/2021	VINO VICE, INC.	Accounts Payable Check	132.00
168660	08/27/2021	VITAL RECORDS CONTROL	Accounts Payable Check	169.99
168661	08/27/2021	WARM FUZZY TOYS	Accounts Payable Check	645.13
168662	08/27/2021	WHITLOCK & WEINBERGER TRANS.	Accounts Payable Check	8,624.28
168663	08/27/2021	WILBUR-ELLIS COMPANY	Accounts Payable Check	957.00
168664	08/27/2021	ZOOM IMAGING SOLUTIONS, INC.	Accounts Payable Check	986.91
168665	08/31/2021	U.S. POSTMASTER	Accounts Payable Check	2,200.00
				<u><u>\$ 2,548,890.87</u></u>



Atascadero City Council

Staff Report – Fire Department

Wildland Fire Engine Replacement

RECOMMENDATION:

Council authorize the City Manager to execute a contract with South Coast Fire Equipment, Inc. for a total cost of \$447,754.91 to build and deliver a Pierce/International FX3 Type-3 Fire Engine.

DISCUSSION:

The Fire Department maintains a fleet of three Type 1 (Structure Fire/Medical/Rescue) engines, two Type 3 (Wildland) engines, one Ladder Truck, one Ambulance and one Heavy Rescue Trailer. This fleet allows the Department to protect the community from hazards including building and wildland fires, entrapments and technical rescues, hazardous materials incidents, as well as provide paramedic emergency medical services to those injured or sick. The engines are cross-staffed, meaning multiple engines are housed at each Fire Station and the crew takes the appropriate engine based on the type of 911 call. Fire Station 1 and 2 each have one assigned Type 3 wildland engine.

A wildland engine is typically shorter and smaller than a Type 1 engine. It does not carry all of the structural firefighting or rescue tools needed on a Type 1. It carries less hose and has a smaller water tank. Its tool complement includes wildland chain saws, fire line cutting tools such as shovels, McLeods and Pulaskis, and backfiring devices like fusees and drip torches. Many wildland engines are 4-wheel drive, allowing them to access steep or rocky terrain. Most have a second or “auxiliary” pump that allows them to drive along the edge of a wildland fire and pump water at the same time. With a shorter wheel base, they are more maneuverable on narrow roads or driveways where visibility may be poor due to smoke conditions.

Engine 7574 is the wildland engine housed at Fire Station 2 and was placed in service in 2001. It was built by Westmark in California and has served our community well for over 20 years. Not only has it protected Atascadero, it has also served communities all over the state as part of the California mutual aid system. The life span of our wildland fire engines is 20 years and staff is recommending purchasing a new Pierce/International FX3 to replace Engine 7574.

The Pierce/International FX3 Type 3 wildland engine will be a well-built, sound replacement for 7574. The engine will be 4-wheel drive, have a 500 GPM pump and hold 500 gallons of water. Pierce makes an outstanding product. All of the City's current Type

1 engines, Ladder Truck and 2008 Type 3 engine were manufactured by Pierce. Having one brand of apparatus allows for consistency and standardization. The California dealer that sells Pierce fire apparatus, South Coast Fire, also maintains a service center in Paso Robles, allowing for quick repairs when needed.

The replacement of Engine 7574 was included in the 2021-2023 adopted budget for fiscal year 2022-2023. The budget designated \$450,000 from the Vehicle and Equipment Replacement Fund. Staff recommends approving this purchase and authorizing the City Manager to execute a contract now because the build time for a new fire engine is estimated at 12 to 14 months. Delivery and expenditure of all funds will be in the budget year 2022-2023.

In accordance with the City of Atascadero Purchasing Policy Section 2 (3.1), the City will be purchasing through the use of a governmental contract in lieu of the formal bid process. Atascadero is a member of a nation-wide buying consortium called Houston Galveston Area Council (HGAC). The HGAC solicits bids from manufactures for all types of products, including fire equipment. They receive pricing from fire apparatus manufactures, publish the costs and allow members to buy at that cost. Purchasing through a consortium allows Atascadero to follow the City Purchasing Policy and receive the negotiated price of a nation-wide solicited bid without using a formal bid process.

FISCAL IMPACT:

The total cost of the engine is \$447,754.91 of budgeted Vehicle Replacement funds allocated for fiscal year 2022-2023.

ATTACHMENT:

Quote from South Coast Fire Equipment, Inc.

PROPOSAL FOR FURNISHING FIRE APPARATUS

August 25, 2021

Atascadero Fire Department
6005 Lewis Ave
Atascadero , CA 93422



The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Ontario, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension
One (1)		
Atascadero International FX3 Type-3		
	\$ 411,719.00	\$ 411,719.00
Sales Tax @ 8.750%	\$ 36,025.41	\$ 36,025.41
APPARATUS COST WITH TAX	\$ 447,744.41	\$ 447,744.41
Performance Bond Not Required	\$ -	\$ -
California Tire Fee	\$ 10.50	\$ 10.50
Consortium Fee Not Applicable	\$ -	\$ -
TOTAL PURCHASE PRICE	\$ 447,754.91	\$ 447,754.91

PLEASE NOTE THE FOLLOWING ABOUT THIS QUOTATION:

Payment options are available and are included under separate cover. One of these options may save your department a significant amount of money!

Said apparatus and equipment are to be built by the manufacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about **385-425** calender days after receipt of this order and the acceptance thereof at our office in Ontario, California, and to be delivered to you at **Atascadero**

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,

South Coast Fire Equipment, Inc.

Bryden Newell
Sales Representative



Atascadero City Council

June 2021

Staff Report - City Treasurer

June 2021 Investment Report

RECOMMENDATION:

Council receive and file the City Treasurer's report for quarter ending June 30, 2021.

REPORT IN BRIEF:

Cash and Investments

Checking	\$ 246,114	
Zoo Credit Card Deposit Account	2,845	
Money Market Accounts	48,686	
Certificates of Deposit	13,580,000	
Government Securities	13,201,576	
Supranational Securities	3,496,561	
Municipal Securities	2,164,754	
LAIF	22,500,367	
Cash with Fiscal Agents	2,278,300	
Cash in Banks at June 30, 2021		\$ 57,519,203
Deposits in Transit		21,404
Timing Differences		(89,430)
Cash and Investments at June 30, 2021		<u>\$ 57,451,177</u>

Investment Activity

Securities Purchased:

Purchase Date	Description	Type	Cost	Maturity Date
04/23/21	Malaga Bank F.S.B Palos Verdes Peninsula, CA	Certificate of Deposit	\$ 245,000	04/23/26
04/26/21	Federal National Mort. Assoc. CUSIP #3135G0K36	Government Security	533,125	04/24/26
05/19/21	Eaglemark Savings Bank Reno, NV	Certificate of Deposit	245,000	05/19/26
06/29/21	New York Community Bank Hicksville, NY	Certificate of Deposit	245,000	07/01/26
06/30/21	UBS Bank USA Salt Lake City, UT	Certificate of Deposit	245,000	06/30/26

Investment Activity (continued)

Securities Matured:

<u>Maturity Date</u>	<u>Description</u>	<u>Type</u>	<u>Original Cost</u>	<u>Amount Matured</u>
04/13/21	Federal National Mortgage Assn CUSIP #3132X0EQ0	Government Security	\$ 499,395	\$ 500,000
05/06/21	Federal National Mortgage Assn CUSIP #3133827D9	Government Security	497,915	500,000
06/09/21	Worlds Foremost Bank Sidney, NE	Certificate of Deposit	200,000	200,000
06/17/21	Wells Fargo Bank Sioux Falls, SD	Certificate of Deposit	245,000	245,000

Securities Sold Prior to Maturity:

None

Other Reportable Activities:

None

CITY OF ATASCADERO
TREASURER'S REPORT
CASH & INVESTMENTS ACTIVITY SUMMARY
for the quarter ending June 30, 2021

ITEM NUMBER: A-4
DATE: 09/28/21

	<u>CHECKING ACCOUNTS</u>	<u>INVESTMENTS</u>	<u>FISCAL AGENT</u>	<u>TOTALS</u>
Balance per Banks at April 1, 2021	\$ 1,785,454	\$ 50,227,157	\$ 2,631,853	\$ 54,644,464
Receipts	10,924,552	155,854	153	11,080,559
Recognition of Premiums & Discounts	-	(23,445)	-	(23,445)
Disbursements	(7,828,669)	-	(353,706)	(8,182,375)
Transfers In	5,395,747	10,028,125	-	15,423,872
Transfers Out	<u>(10,028,125)</u>	<u>(5,395,747)</u>	<u>-</u>	<u>(15,423,872)</u>
Balance per Banks at June 30, 2021	<u>\$ 248,959</u>	<u>\$ 54,991,944</u>	<u>\$ 2,278,300</u>	57,519,203
Deposits in Transit				21,404
Timing Differences				<u>(89,430)</u>
Adjusted Treasurer's Balance				<u><u>\$ 57,451,177</u></u>

CITY OF ATASCADERO
INVESTMENT REPORT
June 30, 2021

ITEM NUMBER: A-4
DATE: 09/28/21

MATURITY DATE	DESCRIPTION (ISSUER)	PURCHASE DATE	INVESTMENT TYPE	INVESTMENT RATING	STATED % RATE	YIELD	FACE VALUE	PREMIUM/ (DISCOUNT)	COST OF INVESTMENT	MARKET VALUE	UNREALIZED GAIN / (LOSS)
<i>Funds Managed by City</i>											
n/a	Local Agency Invest. Fund (LAIF)	n/a	State Investment Fund	n/a	n/a	0.36%	\$ 22,500,367	n/a	\$ 22,500,367	\$ 22,502,234	\$ 1,867
n/a	Broker Money Market	n/a	Money Fund	n/a	n/a	Vary	48,686	n/a	48,686	48,686	-
08/23/21	Comenity Capital Bank Sidney, NE	08/22/16	Certificate of Deposit	n/a	1.70%	1.70%	245,000	n/a	245,000	245,505	505
08/30/21	PrivateBank & Trust Company Sioux Falls, SD	08/29/16	Certificate of Deposit	n/a	1.75%	1.75%	245,000	n/a	245,000	245,578	578
09/07/21	Ally Bank Midvale, UT	09/09/19	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	245,821	821
09/13/21	Community First Bank Kokomo, IN	09/12/19	Certificate of Deposit	n/a	1.80%	1.80%	150,000	n/a	150,000	150,486	486
10/07/21	Federal National Mortgage Assn CUSIP #3135G0Q89	06/02/17	Government Security	Aaa	1.38%	1.72%	500,000	(459)	499,541	501,755	2,214
11/17/21	First Source Bank South Bend, IN	12/17/18	Certificate of Deposit	n/a	3.15%	3.15%	245,000	n/a	245,000	247,952	2,952
11/29/21	Federal Home Loan Bank CUSIP #3130AABG2	12/21/16	Government Security	Aaa	1.88%	2.12%	500,000	(513)	499,487	503,745	4,258
01/13/22	Federal Home Loan Bank CUSIP #3137EADB2	01/26/17	Government Security	Aaa	2.38%	2.06%	500,000	840	500,840	506,120	5,280
02/09/22	Triad Bank Frontenac, MO	02/09/17	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	247,903	2,903
02/21/22	Everbank Jacksonville, FL	02/14/17	Certificate of Deposit	n/a	2.05%	2.05%	245,000	n/a	245,000	248,112	3,112
03/11/22	Federal Home Loan Bank CUSIP #313378CR0	02/23/17	Government Security	Aaa	2.25%	2.00%	500,000	864	500,864	507,570	6,706
03/24/22	First Sentry Bank Huntington, WV	03/24/17	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	248,494	3,494
04/05/22	Federal National Mortgage Assn CUSIP #3135G0T45	05/04/17	Government Security	Aaa	1.88%	1.88%	500,000	n/a	500,000	506,835	6,835
05/17/22	MB Financial Bank Chicago, IL	02/09/22	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	249,150	4,150

CITY OF ATASCADERO
INVESTMENT REPORT
June 30, 2021

ITEM NUMBER: A-4
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05/31/22	Lakeside Bank Chicago, IL	06/02/17	Certificate of Deposit	n/a	2.00%	2.00%	\$ 245,000	n/a	\$ 245,000	\$ 249,319	\$ 4,319
06/10/22	Federal Home Loan Bank CUSIP #313379Q69	05/31/17	Government Security	Aaa	2.13%	1.86%	500,000	1,231	501,231	509,550	8,319
07/05/22	Sallie Mae Bank Salt Lake City, UT	07/08/19	Certificate of Deposit	n/a	2.20%	2.20%	245,000	n/a	245,000	250,223	5,223
07/12/22	Barclays Bank Wilmington, DE	07/12/17	Certificate of Deposit	n/a	2.20%	2.20%	245,000	n/a	245,000	250,317	5,317
07/27/22	Federal Farm Credit Bank CUSIP #3133EDE65	07/12/17	Government Security	n/a	3.05%	1.98%	302,000	3,431	305,431	311,531	6,100
08/03/22	Federal Farm Credit Bank CUSIP #3133EHTS2	08/17/17	Government Security	Aaa	1.90%	1.72%	500,000	963	500,963	509,760	8,797
09/09/22	Federal Farm Credit Bank CUSIP #313380GJ0	09/11/17	Government Security	Aaa	2.00%	1.62%	500,000	2,229	502,229	511,295	9,066
09/14/22	Int'l Amer. Development Bank CUSIP #4581X0CZ9	12/18/17	Supranational Security	Aaa	1.75%	2.23%	500,000	(2,882)	497,118	509,390	12,272
10/05/22	Federal Farm Credit Bank CUSIP #3135G0T78	01/18/18	Government Security	Aaa	2.00%	2.30%	500,000	(1,970)	498,030	511,510	13,480
11/28/22	Bank of New England Salem, NH	07/26/19	Certificate of Deposit	n/a	2.05%	2.05%	245,000	n/a	245,000	251,568	6,568
01/18/23	Int'l Amer. Development Bank CUSIP #4581X0DA3	01/18/18	Supranational Security	Aaa	2.50%	2.46%	500,000	278	500,278	517,465	17,187
01/18/23	Int'l Amer. Development Bank CUSIP #4581X0DA3	12/06/18	Supranational Security	Aaa	2.50%	2.90%	500,000	(2,997)	497,003	517,465	20,462
02/21/23	Merrick Bank South Jordan, UT	12/18/18	Certificate of Deposit	n/a	3.35%	3.35%	245,000	n/a	245,000	257,735	12,735
03/10/23	Federal Farm Credit Bank CUSIP #3130ADMX7	03/16/18	Government Security	Aaa	2.50%	2.71%	500,000	(1,719)	498,281	519,360	21,079
03/24/23	Bell Bank Fargo, ND	03/24/20	Certificate of Deposit	n/a	0.85%	0.85%	245,000	n/a	245,000	247,798	2,798
04/11/23	Federal Farm Credit Bank CUSIP #3133EJKN8	04/11/18	Government Security	Aaa	2.70%	2.71%	500,000	(96)	499,904	522,005	22,101

CITY OF ATASCADERO
INVESTMENT REPORT
June 30, 2021

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04/12/23	Morgan Stanley Salt Lake City, UT	04/12/18	Certificate of Deposit	n/a	2.95%	2.95%	\$ 245,000	n/a	\$ 245,000	\$ 257,039	\$ 12,039
05/08/23	Old Missouri Bank Springfield, MO	05/06/19	Certificate of Deposit	n/a	2.50%	2.50%	100,000	n/a	100,000	104,248	4,248
05/09/23	Goldman Sachs New York, NY	05/09/18	Certificate of Deposit	n/a	3.15%	3.15%	245,000	n/a	245,000	258,428	13,428
06/06/23	Citibank Sioux Falls, SD	06/06/18	Certificate of Deposit	n/a	3.25%	3.25%	245,000	n/a	245,000	259,394	14,394
06/27/23	PeopleFirst Bank Joliet, IL	03/27/20	Certificate of Deposit	n/a	1.00%	1.00%	245,000	n/a	245,000	248,778	3,778
07/31/23	Medallion Bank Salt Lake City, UT	07/31/18	Certificate of Deposit	n/a	3.25%	3.25%	245,000	n/a	245,000	260,384	15,384
07/31/23	Int'l Finance Corporation CUSIP #45950KCP3	09/12/18	Supranational Security	Aaa	2.88%	2.90%	500,000	(253)	499,747	526,595	26,848
08/01/23	Discover Bank Wilmington, DE	08/01/18	Certificate of Deposit	n/a	3.35%	3.35%	245,000	n/a	245,000	260,905	15,905
09/26/23	MidSouth Bank Lafayette, LA	09/26/18	Certificate of Deposit	n/a	3.10%	3.10%	245,000	n/a	245,000	260,611	15,611
09/27/23	Int'l Bank for Recon & Develop CUSIP #459058GL1	02/06/19	Supranational Security	Aaa	3.00%	2.55%	500,000	4,902	504,902	529,145	24,243
09/27/23	Nicolet National Bank Green Bay, WI	03/27/20	Certificate of Deposit	n/a	1.25%	1.25%	245,000	n/a	245,000	250,498	5,498
09/29/23	Alma Bank Astoria, NY	03/31/20	Certificate of Deposit	n/a	1.10%	1.10%	245,000	n/a	245,000	249,687	4,687
11/06/23	Federal Farm Credit Bank CUSIP #3133EJQ85	11/06/18	Government Security	n/a	3.05%	3.06%	500,000	(91)	499,909	531,630	31,721
11/08/23	Morgan Stanley Private Bank New York, NY	11/08/18	Certificate of Deposit	n/a	3.55%	3.55%	245,000	n/a	245,000	263,586	18,586
12/08/23	Federal Home Loan Bank CUSIP #3130AAHE1	04/30/20	Government Security	n/a	2.50%	0.39%	640,000	32,867	672,867	674,093	1,226
01/30/24	First Premier Bank Sioux Falls, SD	01/30/19	Certificate of Deposit	n/a	2.95%	2.95%	245,000	n/a	245,000	261,856	16,856

CITY OF ATASCADERO
INVESTMENT REPORT
June 30, 2021

ITEM NUMBER: A-4
DATE: 09/28/21

MATURITY DATE	DESCRIPTION (ISSUER)	PURCHASE DATE	INVESTMENT TYPE	INVESTMENT RATING	STATED % RATE	YIELD	FACE VALUE	PREMIUM/ (DISCOUNT)	COST OF INVESTMENT	MARKET VALUE	UNREALIZED GAIN / (LOSS)
02/22/24	Bank of Delight Delight, AR	02/22/19	Certificate of Deposit	n/a	2.85%	2.85%	\$ 245,000	n/a	\$ 245,000	\$ 261,582	\$ 16,582
03/08/24	Federal Home Loan Bank CUSIP #3130AB3H7	03/07/19	Government Security	Aaa	2.38%	2.58%	750,000	(3,969)	746,031	791,190	45,159
03/27/24	First National Bank East Lansing, MI	03/27/19	Certificate of Deposit	n/a	2.75%	2.75%	245,000	n/a	245,000	261,466	16,466
04/26/24	Mainstreet Bank Fairfax, VA	05/01/19	Certificate of Deposit	n/a	2.60%	2.60%	245,000	n/a	245,000	260,864	15,864
05/13/24	Federal Farm Credit Bank CUSIP #3133EKLBO	05/13/19	Government Security	Aaa	2.31%	2.32%	500,000	(97)	499,903	526,625	26,722
05/16/24	Enterprise Bank Allison Park, PA	05/16/19	Certificate of Deposit	n/a	2.60%	2.60%	245,000	n/a	245,000	261,177	16,177
06/01/24	Tulare County Pension Bond CUSIP #899154AW8	09/28/20	Municipal Security	A1	3.56%	0.79%	120,000	9,562	129,562	129,306	(256)
06/26/24	Commerce Bank Geneva, MN	06/26/19	Certificate of Deposit	n/a	2.30%	2.30%	245,000	n/a	245,000	259,504	14,504
07/26/24	Abacus Federal Savings New York, NY	07/26/19	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	257,569	12,569
08/01/24	Federal Farm Credit Bank CUSIP 3133EJM55	07/24/19	Government Security	Aaa	3.25%	1.92%	427,000	16,852	443,852	463,077	19,225
08/19/24	CF Bank Worthington, OH	08/19/19	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	256,603	11,603
08/28/24	Genoa Banking Company Genoa, OH	08/28/19	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	256,282	11,282
08/28/24	Int'l Bank for Recon & Develop CUSIP #459056HV2	10/18/19	Supranational Security	Aaa	1.50%	1.62%	500,000	(1,817)	498,183	514,775	16,592
08/30/24	Preferred Bank Los Angeles, CA	08/30/19	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	256,691	11,691
09/10/24	Peoples Bank Rock Valley, IA	03/23/20	Certificate of Deposit	n/a	1.50%	1.50%	100,000	n/a	100,000	103,683	3,683
09/20/24	Bank of Deerfield Deerfield, WI	09/20/19	Certificate of Deposit	n/a	1.70%	1.70%	245,000	n/a	245,000	255,638	10,638

CITY OF ATASCADERO
INVESTMENT REPORT
June 30, 2021

ITEM NUMBER: A-4
DATE: 09/28/21

<i>MATURITY DATE</i>	<i>DESCRIPTION (ISSUER)</i>	<i>PURCHASE DATE</i>	<i>INVESTMENT TYPE</i>	<i>INVESTMENT RATING</i>	<i>STATED % RATE</i>	<i>YIELD</i>	<i>FACE VALUE</i>	<i>PREMIUM/ (DISCOUNT)</i>	<i>COST OF INVESTMENT</i>	<i>MARKET VALUE</i>	<i>UNREALIZED GAIN / (LOSS)</i>
09/25/24	Grand River Bank Grandville, MI	03/25/20	Certificate of Deposit	n/a	1.00%	1.00%	\$ 245,000	n/a	\$ 245,000	\$ 250,147	\$ 5,147
10/15/24	Federal National Mortgage Assn CUSIP #3135G0W66	03/13/20	Government Security	Aaa	1.63%	0.81%	500,000	13,254	513,254	517,905	4,651
11/08/24	Raymond James Bank St. Petersburg, FL	11/08/19	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	256,743	11,743
12/13/24	Federal Home Loan Bank CUSIP #3130A3GE8	03/13/20	Government Security	Aaa	2.75%	0.84%	500,000	32,526	532,526	536,845	4,319
01/15/25	Int'l Bank for Recon & Develop CUSIP #459058HT3	01/16/20	Supranational Security	Aaa	1.63%	1.66%	500,000	(671)	499,329	517,195	17,866
01/20/25	Live Oak Banking Company Wilmington, NC	01/24/20	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	257,583	12,583
01/24/25	Baycoast Bank Swansea, MA	01/24/20	Certificate of Deposit	n/a	1.70%	1.70%	245,000	n/a	245,000	256,297	11,297
02/12/25	Federal Home Loan Mtge Corp CUSIP #3137EAEP0	03/13/20	Government Security	Aaa	1.50%	0.79%	500,000	12,673	512,673	515,865	3,192
03/03/25	Federal Farm Credit Bank CUSIP #3133ELQY3	03/04/20	Government Security	Aaa	1.21%	0.88%	500,000	5,890	505,890	510,710	4,820
03/26/25	Evergreen Bank Group Oak Brook, IL	03/26/20	Certificate of Deposit	n/a	1.00%	1.00%	245,000	n/a	245,000	250,250	5,250
03/27/25	Bank of Romney Romney, WV	03/27/20	Certificate of Deposit	n/a	1.15%	1.15%	245,000	n/a	245,000	251,613	6,613
03/27/25	First Jackson Bank Stevenson, AL	03/27/20	Certificate of Deposit	n/a	1.15%	1.15%	245,000	n/a	245,000	251,613	6,613
04/01/25	El Cajon Taxable Pension Obl CUSIP 282659AX9	01/27/21	Municipal Security	Aa	1.18%	0.70%	650,000	11,530	661,530	645,483	(16,047)
04/28/25	First National Bank McGregor, TX	04/28/20	Certificate of Deposit	n/a	1.35%	1.35%	245,000	n/a	245,000	253,499	8,499
04/29/25	Flagstar Bank Troy, MI	03/26/20	Certificate of Deposit	n/a	1.15%	1.15%	245,000	n/a	245,000	251,644	6,644
07/01/25	University of California CUSIP #91412GU94	10/22/20	Municipal Security	Aa2	3.06%	0.81%	300,000	26,645	326,645	324,291	(2,354)

CITY OF ATASCADERO
INVESTMENT REPORT
June 30, 2021

ITEM NUMBER: A-4
DATE: 09/28/21

MATURITY DATE	DESCRIPTION (ISSUER)	PURCHASE DATE	INVESTMENT TYPE	INVESTMENT RATING	STATED % RATE	YIELD	FACE VALUE	PREMIUM/ (DISCOUNT)	COST OF INVESTMENT	MARKET VALUE	UNREALIZED GAIN / (LOSS)
09/01/25	San Bernardino Successor Agency Swansea, MA	10/22/20	Municipal Security	Aa	4.00%	0.71%	\$ 175,000	\$ 23,662	\$ 198,662	\$ 197,162	\$ (1,500)
10/01/25	Folsom Cordova School District CUSIP #34440PCN9	11/10/20	Municipal Security	Aa-	3.00%	1.00%	400,000	33,296	433,296	432,756	(540)
11/07/25	Federal National Mortgage Assn CUSIP #3135G06G3	12/14/20	Government Security	Aaa	0.50%	0.42%	500,000	1,726	501,726	494,065	(7,661)
11/15/25	Tulare Sewer Revenue CUSIP 899124MF5	12/11/20	Municipal Security	Aa	1.46%	0.58%	400,000	15,058	415,058	405,228	(9,830)
12/11/25	BMW Bank North America Salt Lake City, UT	12/11/20	Certificate of Deposit	n/a	0.50%	0.50%	245,000	n/a	245,000	243,415	(1,585)
12/18/25	Third Federal Savings & Loan Cleveland, OH	12/18/20	Certificate of Deposit	n/a	1.46%	1.46%	245,000	n/a	245,000	242,783	(2,217)
01/15/26	First Reliance Bank Florence, SC	01/15/21	Certificate of Deposit	n/a	0.30%	0.30%	245,000	n/a	245,000	240,759	(4,241)
01/22/26	ConnectOne Bank Englewood Cliffs, NJ	01/22/21	Certificate of Deposit	n/a	0.45%	0.45%	245,000	n/a	245,000	242,305	(2,695)
01/22/26	Luana Savings Bank Luana, IA	01/22/21	Certificate of Deposit	n/a	0.40%	0.40%	245,000	n/a	245,000	241,759	(3,241)
02/11/26	Ind'l & Com'l Bank of China New York, NY	02/22/21	Certificate of Deposit	n/a	0.45%	0.45%	245,000	n/a	245,000	242,026	(2,974)
03/02/26	Federal Farm Credit Bank CUSIP #3133EFH91	03/03/21	Government Security	Aaa	2.22%	0.75%	876,000	58,968	934,968	931,722	(3,246)
03/27/26	Federal Agriculture Mtge Corp CUSIP #31422XDX7	03/30/21	Government Security	n/a	0.83%	0.87%	500,000	(882)	499,118	499,130	12
04/23/26	Malaga Bank Palos Verdes Peninsula, CA	04/23/21	Certificate of Deposit	n/a	0.55%	0.55%	245,000	n/a	245,000	242,131	(2,869)
04/24/26	Federal National Mortgage Assn CUSIP #3135G0K36	04/26/21	Government Security	Aaa	2.13%	0.77%	500,000	32,060	532,060	529,650	(2,410)
05/19/26	Eaglemark Savings Bank Reno, NV	05/19/21	Certificate of Deposit	n/a	0.70%	0.70%	245,000	n/a	245,000	243,506	(1,494)
06/30/26	UBS Bank USA Salt Lake City, UT	05/19/21	Certificate of Deposit	n/a	0.90%	0.90%	245,000	n/a	245,000	245,299	299

CITY OF ATASCADERO
INVESTMENT REPORT
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<i>MATURITY DATE</i>	<i>DESCRIPTION (ISSUER)</i>	<i>PURCHASE DATE</i>	<i>INVESTMENT TYPE</i>	<i>INVESTMENT RATING</i>	<i>STATED % RATE</i>	<i>YIELD</i>	<i>FACE VALUE</i>	<i>PREMIUM/ (DISCOUNT)</i>	<i>COST OF INVESTMENT</i>	<i>MARKET VALUE</i>	<i>UNREALIZED GAIN / (LOSS)</i>
07/01/26	New York Community Bank Hicksville, NY	06/29/21	Certificate of Deposit	n/a	0.85%	0.85%	\$ 245,000	n/a	\$ 245,000	\$ 244,699	\$ (301)
Total Funds Managed by the City							<u>54,669,053</u>	<u>322,891</u>	<u>54,991,944</u>	<u>55,731,224</u>	<u>739,280</u>
<u>Funds Managed by Fiscal Agent</u>											
n/a	BNY Western Trust Hamilton Treas. Money	n/a	Treasury Fund	Aaa	n/a	1.09%	1,404,765	n/a	1,404,765	1,404,765	-
n/a	BNY Western Trust Hamilton Treas. Money	n/a	Treasury Fund	Aaa	n/a	0.88%	873,535	n/a	873,535	873,536	1
Total Funds Managed by Fiscal Agent							<u>2,278,300</u>	<u>n/a</u>	<u>2,278,300</u>	<u>2,278,301</u>	<u>1</u>
							<u>\$ 56,947,353</u>	<u>\$ 322,891</u>	<u>\$ 57,270,244</u>	<u>\$ 58,009,525</u>	<u>\$ 739,281</u>

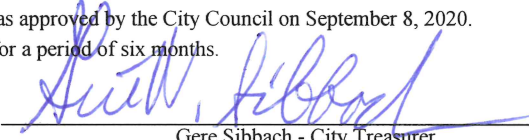
Average Maturity of Total Portfolio 678 Days

Weighted Average Yield of Total Portfolio 1.11%

Certification:

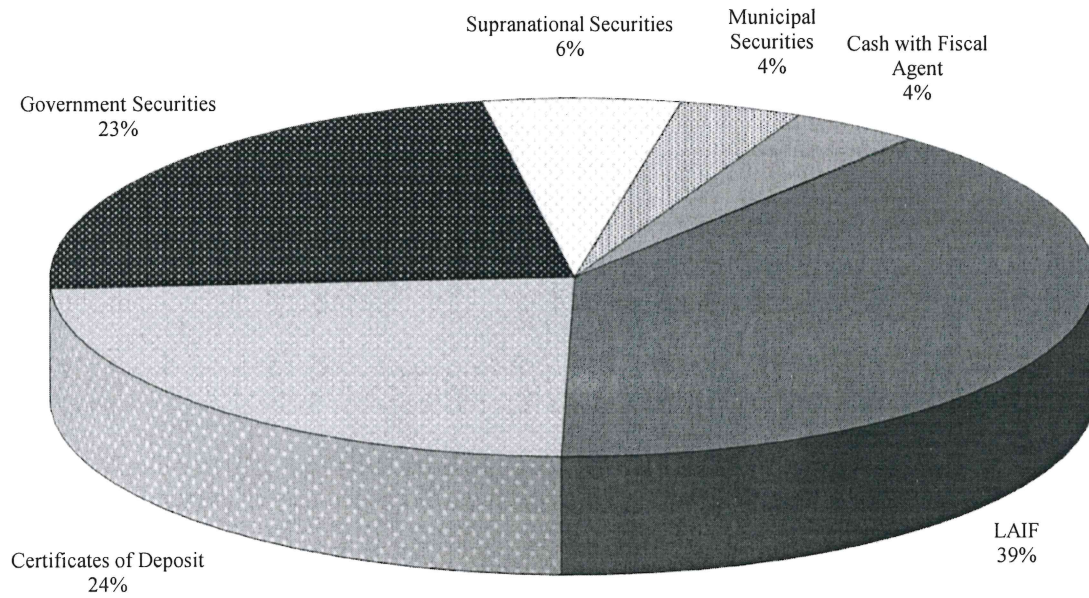
It has been verified that this investment portfolio is in conformity with the City of Atascadero's investment policy, which was approved by the City Council on September 8, 2020.
The City Treasurer certifies that there is sufficient liquidity to meet the City of Atascadero's estimated future expenditures for a period of six months.

Verified by : 
Jeri Rangel - Director of Administrative Services

Approved by: 
Gere Sibbach - City Treasurer

City of Atascadero
Investments by Type
June 2021

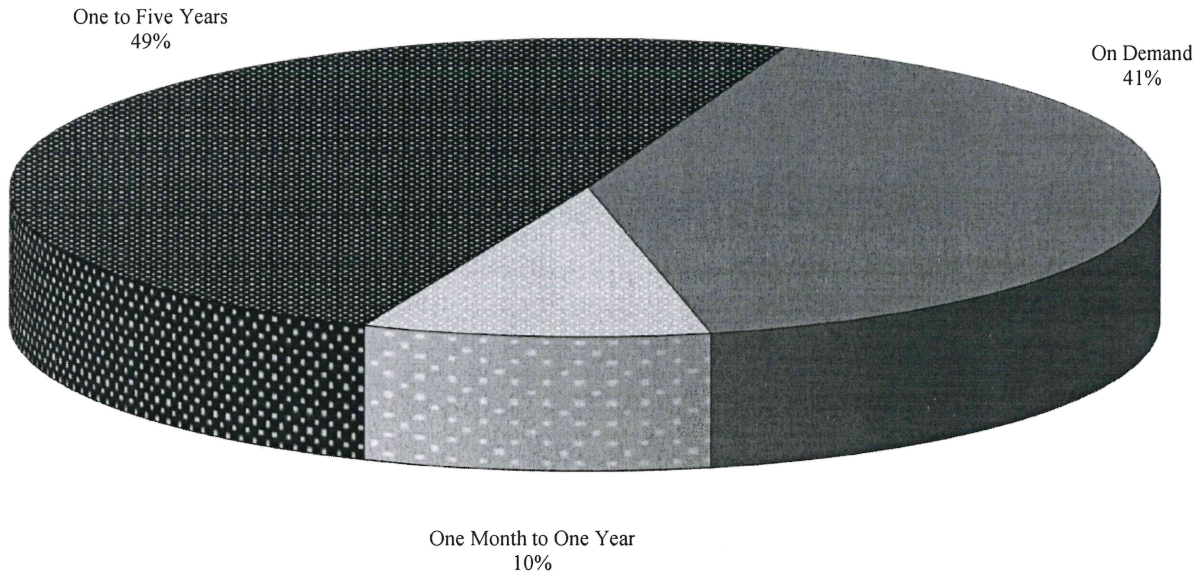
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Investment	June 2021
LAIF	\$ 22,500,367
Certificates of Deposit	13,580,000
Government Securities	13,201,576
Supranational Securities	3,496,561
Municipal Securities	2,164,754
Cash with Fiscal Agent	2,278,300
Other	48,686
	<u>\$ 57,270,244</u>

City of Atascadero
Investments by Maturity *
June 2021

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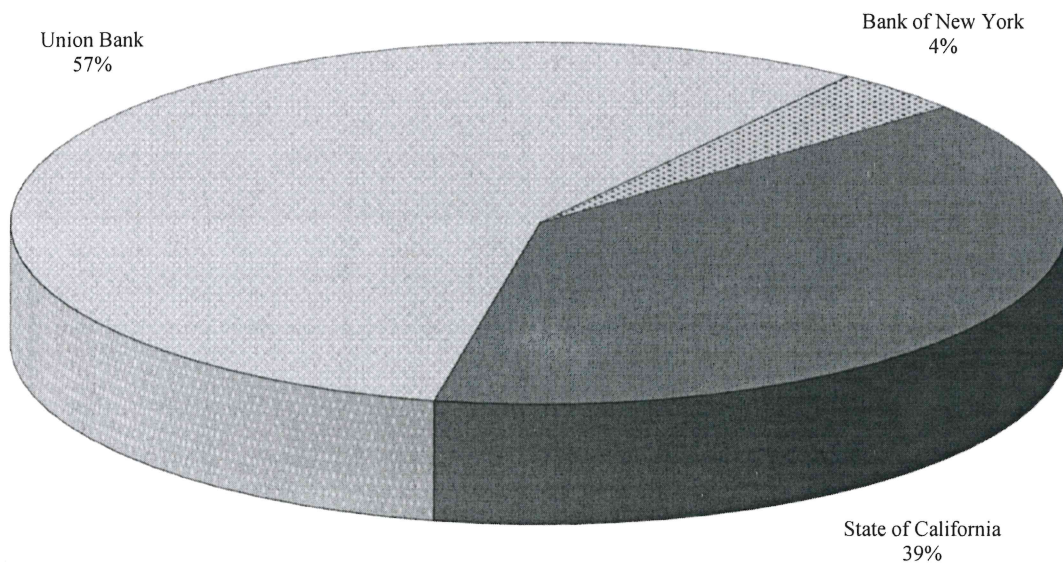


Investment	June 2021
On Demand	\$ 22,549,053
One Month to One Year	5,356,963
One to Five Years	<u>27,085,928</u>
	<u>\$ 54,991,944</u>

* Cash with fiscal agent is not included in the totals for this graph because the amounts are restricted based on bond covenants, and therefore, the City doesn't retain the option to liquefy these funds at will.

City of Atascadero
Investments by Custodial Agent
June 2021

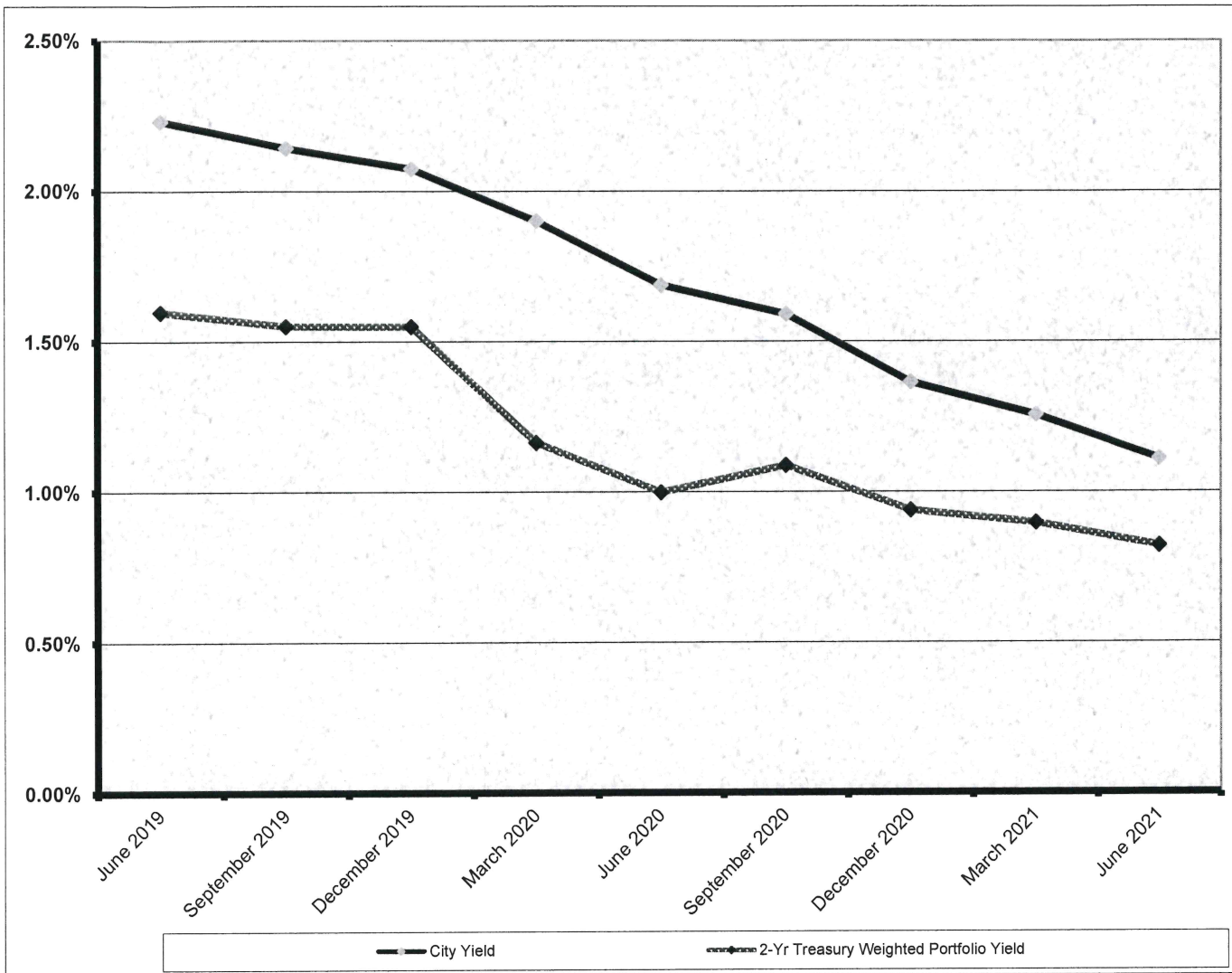
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<u>Custodial Agent</u>	<u>June 2021</u>
State of California	\$ 22,500,367
Union Bank	32,491,577
Bank of New York	<u>2,278,300</u>
	<u>\$ 57,270,244</u>

City of Atascadero
Investment Yield vs. 2-Year Treasury Yield
For the Quarter Ended June 30, 2021

ITEM NUMBER: A-4
DATE: 09/28/21



	City Yield	2-Yr Treasury Weighted Portfolio Yield
June 2019	2.23%	1.60%
September 2019	2.14%	1.55%
December 2019	2.07%	1.55%
March 2020	1.90%	1.16%
June 2020	1.69%	1.00%
September 2020	1.59%	1.09%
December 2020	1.36%	0.94%
March 2021	1.26%	0.90%
June 2021	1.11%	0.82%



Atascadero City Council

Staff Report - City Manager

Virtual Meetings – AB 361 Requirements

RECOMMENDATION:

Council adopt Draft Resolution making findings consistent with the requirements of AB 361 to allow for the conduct of virtual meetings.

DISCUSSION:

On March 4, 2020, Governor Newsom declared a state of emergency due to the novel coronavirus COVID-19. That declaration is still in effect. Since March 12, 2020, Executive Orders from the Governor have relaxed various Brown Act meeting requirements relating to teleconferencing rules, temporarily suspending the Brown Act provisions requiring the physical presence of council, board and commission members at public meetings. The Governor's orders allow for virtual meetings while social distancing orders are in place so that state and local agencies can continue to provide services with a remote workforce and elected officials. The most recent extension of that authorization will expire September 30, 2021.

On Friday, September 17, 2021, the Governor signed AB 361, which contained urgency findings, making the law effective immediately. AB 361 amends Government Code section 54953 to provide more clarity on the Brown Act's rules and restrictions surrounding the use of teleconferencing to conduct meetings. The newly enacted Government Code section 54953(e) creates alternate measures to protect the ability of the public to appear before local legislative bodies.

Previous to the Governor's emergency order, the Brown Act provided that if a legislative body elects to use teleconferencing, then it must identify each teleconference location in the public notice and agenda and post agendas at all teleconference locations. (Gov. Code § 54953(b)(3).) All teleconference locations must be publicly accessible and there must be an opportunity for public comment at each teleconference location. Additionally, a quorum of the members of the legislative body must participate from locations physically within the jurisdictional boundaries of the agency. (Gov. Code § 54953(b)(3).) These requirements were suspended during the COVID-19 pandemic to facilitate social distancing recommendations and orders, and the remote work environment that all employers faced. (Exec. Order N-29-20 § 3; Exec. Order N-08-21 §42.)

With the passage of AB 361, local agencies are allowed to continue to conduct virtual meetings during a declared state of emergency, provided local agencies comply with specified requirements. Absent this legislation, local agencies would return to Brown Act meeting requirements on October 1, 2021. For the first virtual public meeting of a legislative body on or after October 1, such meeting is only allowed if it is during a state of emergency proclaimed by the Governor, and at least one of the following circumstances apply:

- State or local officials have imposed or recommended measures to promote social distancing.
- The legislative body is meeting to determine whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body has determined that, as a result of the emergency, meeting in person presents imminent risks to the health or safety of attendees. (Gov. Code § 52953(e)(1).)

If any of the circumstances above apply, and an agency elects to hold virtual meetings, the agency must provide adequate notice of the meeting and post an agenda as otherwise required by the Brown Act; however, the agenda does not need to list each teleconference location or be physically posted at each teleconference location.

On August 31, 2021, County Health Officer issued Order No. 6 requiring face coverings in all public indoor settings. The Order noted "... San Luis Obispo County is experiencing high levels of community transmission due to the Delta variant. While most COVID-19 cases are among unvaccinated residents, the proportion of breakthrough cases is increasing." The County Health Officer Order also references the State Occupational Safety and Health Administration (CalOSHA) regulations which, among other requirements, obligate an employer to provide training to employees on COVID-19 transmission and risk reduction, including "The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19, but are most effective when used in combination." (CCR Section 3205(c)5(D).)

Adoption of the Draft Resolution reaffirms the Health Officer Order and CalOSHA requirements as the basis for continuing to meet virtually. Additionally, adoption of the Draft Resolution does not prohibit the conduct of a traditional or hybrid meeting if the circumstances of the declared health emergency change.

FISCAL IMPACT:

None.

ATTACHMENT:

Draft Resolution

DRAFT RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATASCADERO, CALIFORNIA, PROCLAIMING THE CONTINUING NEED TO MEET BY TELECONFERENCE PURSUANT TO GOVERNMENT CODE SECTION 54953(e)

WHEREAS, all meetings of the City of Atascadero legislative bodies are open and public as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963); and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, Government Code section 54953(e) was added by AB 361, signed by Governor Newsom on September 17, 2021; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic; and

WHEREAS, on March 17, 2020, the City of Atascadero declared a State of Emergency as a result of the COVID-19 pandemic; and

WHEREAS, such State of Emergency remains in effect; and

WHEREAS, COVID-19 continues to threaten the health and lives of City of Atascadero residents; and

WHEREAS, the Delta variant is highly transmissible in indoor settings and breakthrough cases are becoming more common; and

WHEREAS, local officials have imposed or recommended measures to promote social distancing to include the wearing of masks indoors, regardless of vaccination status.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Atascadero:

SECTION 1. Imminent Risk to Health and Safety. Due to COVID-19, holding City Council and other legislative body meetings in person will present imminent risk to the health and safety of attendees.

SECTION 2. Compliance with Government Code Section 54953(e). The City Council and other legislative bodies will continue to meet by teleconference in accordance with Government Code section 54953(e).

SECTION 3. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from the date of adoption of this Resolution, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Atascadero may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED at a regular meeting of the City Council held on the _____ day of _____, 2021.

On motion by Council Member ____ and seconded by Council Member ____, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF ATASCADERO

Heather Moreno, Mayor

ATTEST:

Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

Brian A. Pierik, City Attorney

NOTICE OF CANCELLATION – PUBLIC HEARING ATASCADERO CITY COUNCIL

Date: September 28, 2021

Subject of Meeting: Ordinance to Amend Title 11, Subdivisions, of the Atascadero Municipal Code Related to Dedications, Tentative Maps, Parcel and Final Maps, and Subdivision Improvement Requirements

The public hearing originally scheduled for September 14, 2021 and continued to September 28, 2021 has been cancelled and will be rescheduled to a future City Council Meeting date. A public notice for the future hearing will be posted when the hearing date is determined.



Atascadero City Council

Management Report - Community Development Department

AMC Title 9, Chapter 5 Accessory Dwelling Unit Text Amendments

RECOMMENDATION:

Council review a series of State law amendments that apply to Accessory Dwelling Units and provide staff direction for text amendments to Atascadero Municipal Code (AMC) Title 9, Chapter 5, Accessory Dwelling units.

DISCUSSION:

Background

Title 9, Chapter 5, of the Atascadero Municipal Code regulates Accessory Dwelling Units (ADUs). The Code was adopted in 2004, last updated in 2010 and is titled "Residential Second Units" (Attachment 1). Since 2010, the State has provided several updates to the government code regulating ADUs and Junior ADUs (JADUs) with substantial updates that became effective on January 1, 2020. These State updates have made many portions of our local code inconsistent with State law, and State law currently supersedes our local ordinance. Updates to our local ordinance that comply with State law will allow our City to recognize local conditions that can apply to the regulation of these accessory units.

In Government Code Section 65852.150, the California Legislature found and declared that, among other things, "*allowing ADUs and JADUs in zones that allow single- and multi-family uses provides additional rental housing and is an essential component in addressing California's housing needs.*" Government code changes to the ADU laws are intended to further reduce barriers, better streamline approval processes, and expand capacity to accommodate the development of ADUs and JADUs. In 2020, the City adopted its 2021-2028 Housing Element which identified implementation programs requiring a number of updates to the City's code, including the update to Title 9, Chapter 5 to address the government code changes to the ADU regulations. The Housing Element identified ADUs as a component in helping to meet the City's moderate- and low-income RHNA requirements.

Analysis

An ADU is defined as an attached or detached accessory dwelling unit that shares a property with a primary unit on a residential site, whether in a multi-family or single-family residential zone. An ADU may be constructed up to 1,200 square feet in habitable floor area and have multiple bedrooms, although under new State guidelines our local code

may limit the maximum size to 1,000 square feet (850 square feet for one bedroom units). A JADU is limited to a maximum of 500 square feet and must be built within an existing residence or within an attached garage of an existing residence. A JADU may also be required to be within a residence that is owner occupied, while an ADU may be on a site that is not owner occupied. A single site may have an ADU and a JADU if it can meet development standards.

The recent amendments to the California Government Code specifically address the following new standards that may require modifications to our Municipal Code:

1. Prohibits the City from limiting ADU's based on minimum lot size (health and safety concerns that lead to a minimum lot size are permitted).
2. Clarifies that areas designated by local agencies for ADUs may be based on the adequacy of water and sewer services as well as impacts on traffic flow and public safety.
3. Eliminates all owner-occupancy requirements by local agencies for ADUs approved between January 1, 2020 and January 1, 2025 (Maintains owner-occupancy for JADUs).
4. Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1,000 square feet if the ADU contains more than one bedroom. Sets maximum size limit to 1,200 square feet.
5. Clarifies that when ADUs are created through the conversion of a garage, carport or covered parking structure, replacement off-street parking spaces cannot be required by the local agency.
6. Reduces the maximum ADU and JADU application review time from 120 days to 60 days.
7. Establishes impact fee exemptions and limitations based on the size of the ADU. ADUs up to 749 square feet are exempt from impact fees. ADUs 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 unit.
8. Clarifies that a local agency may identify an ADU or JADU as an adequate site to satisfy RHNA housing needs.
9. Permits JADUs even where a local agency has not adopted an ordinance expressly authorizing them.
10. Allows a permitted JADU to be constructed within the walls of the proposed or existing single-family residence and eliminates the required inclusion of an existing bedroom or an interior entry into the single-family residence.
11. Requires, upon application and approval, a local agency to delay enforcement against a qualifying substandard ADU for five (5) years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency.
12. Provides that covenants, conditions and restrictions (CC&Rs) that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use are void and unenforceable.
13. Requires cities to prohibit the those ADU's and JADUs approved under the State required ministerial process as vacation rentals. The City may be able to adopt a discretionary process for an additional unit that acts as a vacation rental.

Most importantly, these amendments also mandate that the City update the Municipal Code to be consistent with the State government code. HCD required our City Housing Element to adopt policies and programs that prioritize this update. Without the update,

portions of our current code that conflict with State law are null and void and we must default to the government code when enforcing ADU regulations. However, there are several areas where the City will retain discretion with the new code adoption. These include determining where ADUs may not be developed when they cannot be adequately served by water or sewer, or where the expansion of onsite wastewater systems would not be consistent with the City's adopted Local Area Management Plan (LAMP) regarding septic systems or be in conflict with community health, safety, and welfare. The City can also limit the development of ADUs within areas that may have a substantial public safety concern based on inadequate road access or significant wildfire risk.

In addition to the Government Code changes that became effective January 1, 2020, the State recently passed Senate Bill 9 on September 16, 2021. The bill takes effect on January 1, 2022. SB 9 is designed to further streamline the production of housing and mandates that Cities allow projects that contain no more than two dwelling units be processed without a discretionary review process, therefore allowing up to two units on some properties without review other than a construction permit. Each of the units must still meet setbacks and other development standards and be subject to size limits. SB 9 also allows for existing single family zoned lots to be split on a ministerial level (without a hearing or project conditions) so long as the subdivision does not conflict with health and safety standards, nor impact a historic property. This new policy is termed an "Urban Lot Split" and supersedes most City subdivision laws. Staff is still in the process of interpreting this newest senate bill, however SB 9 is designed to work together with ADU laws, to not allow one to use both SB9 and ADU laws to duplicate the number of units allowed on a site. Additional analysis on SB 9 will be brought forward at a later date, and portions of SB 9 will guide the development of our ADU code.

Minimum Lot Size

The new Government code Prohibits the City from limiting ADU's based on minimum lot size unless lot size is a factor in determining health and safety standards. The new code also allows that areas designated by local agencies for ADUs may be based on the adequacy of water and sewer services as well as impacts on traffic flow and public safety.

State Code

65852.2. (a) (1) *A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:*

*(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. **The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.** A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.*

*(B) (i) Impose standards on accessory dwelling units that 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 Historic Resources. **These standards shall not include requirements on minimum lot size.***

City Code

AMC 9-5.050 General requirements.

(c) Septic Systems. Second units may be served by secondary engineered septic systems on lots with a net area of one (1) acre or greater, subject to the approval of the City Engineer and provision of required expansion areas.

Due to septic system concerns, Title 9, Chapter 5 requires a minimum of 1-acre net for properties with on-site wastewater disposal. In reviewing the Local Area Management Plan, nitrate loading and other factors, retaining this minimum lot size may be prudent; however the City would have to adopt findings backed by local analysis in order to maintain our minimum lot size for lots that do not have access to the City sewer system.

The revised State law prohibits a city's ability to limit where ADUs may be built except where limits are based on the adequacy of water and sewer service, the impacts on traffic flow, and/or public safety concerns such as wildfire risk and emergency access. Any limitation that the City adopts will need to include detailed findings of fact explaining why ADU limitations are imposed.

A. Septic Suitability

The City's Local Area Management Plan (LAMP) governs septic systems from a technical aspect. The LAMP provides design parameters for a variety of site-specific characteristics. Under the City's LAMP, and based on guidance and standards from the Regional Water Quality Control Board (RWQCB) based on regional nitrogen loading, the minimum lot size identified as adequate to accommodate a unit served by an on-site wastewater system for a primary residence and an ADU is one acre.

City staff has coordinated with an engineering consultant (Monsoon Consultants) to determine what areas or parcels in the City may be most impacted by the expansion of on-site wastewater systems due to overall density or overconcentration concerns. The analysis focused on determining areas and parcel characteristics that would be vulnerable to high nitrogen loading rates should systems be expanded or added to accommodate additional units. The resulting analysis concluded that maintaining a one-acre minimum lot size for parcels not served by sewer (but changing the lot size allowance from net to gross) for accessory units would ensure that established thresholds for overconcentration would not be exceeded. This lot size limit captures smaller parcels on the west side in addition to known areas of concern related to septic concentration and failure such as River Gardens, the neighborhood south of Pine Mountain, some areas west of Atascadero High School and some of the neighborhoods near Rosario north east of the downtown.

The one acre minimum assumes nitrogen concentrations based on a detached ADU. Junior ADUs do not typically produce the same level of impact due to size limitations, the State requirements that they be converted from existing square-footage, and owner occupancy requirements. JADUs are envisioned to be similar to a master bedroom expansion and therefore, the septic concerns are reduced to a level of insignificance. Based on these factors, staff is recommending that JADUs be allowed regardless of lot size, providing on-site septic systems can be designed to accommodate any additional load per the requirements of the City's LAMP.

If the Council desires, it is possible to design an exception process that would allow a property owner to establish an ADU on a site that is less than one acre in size that is not served by sewer. However, the exception process, (Conditional Use Permit) would need to be accompanied by an engineering analysis that verifies that the existing or new septic system can accommodate the ADU on the site, and that the new ADU would not impact the nitrogen loading of the vicinity. There may be several locations in the City where there are isolated small lots, not served by sewer where this process may be successful. If the Council desires, such a process could be incorporated into the code. This process would allow for other project conditions such as size limits, parking setbacks, and other criteria beyond the scope of the State ADU guidance. It is important to note that without this process one could still develop a JADU within their existing residence regardless of lot size.

B. Emergency Access / High Fire Zones

In addition to the amendment described above regarding wastewater, the City may adopt regulations that prohibit ADUs where health and safety concerns exist, such as on properties that have limited road access (only one way out) and that are within a Very High or High Fire Severity Zones. Staff has identified several neighborhoods that do not have sufficient road access and are within these areas. Staff recommends that ADU's be prohibited in these areas, however suggests that JADUs still be allowed within these locations as the limitations on JADUs require that they be within the existing residential dwelling and are limited to 500 square-feet. Similar to septic systems, a detailed analysis and findings would need to be made to include the prohibition in the ordinance.

Owner Occupancy Requirements

The new code eliminates all owner-occupancy requirements by local agencies for ADUs approved between January 1, 2020 and January 1, 2025 but maintains owner occupancy provisions for JADUs.

State Code

65852.2 (a) (6)(B) *Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit permitted between January 1, 2020, to January 1, 2025, during which time the local agency was prohibited from imposing an owner-occupant requirement.*

City Code

City code is silent on this topic.

No changes may be needed to address this topic, as our code does not require owner occupancy on a site with an ADU. However, with the addition of JADU requirements, the City may wish to consider imposing owner occupancy on sites with JADUs. This limits single-family properties from having a potential of 3 rental units on each lot. Surrounding jurisdictions, such as Paso Robles and San Luis Obispo require recordation of a deed notification requiring owner occupancy for properties where a JADU is constructed.

Short Term Rental Prohibition

Requires that ADUs and JADUs approved through the ministerial process/exception outlined in Government Code to be available for long-term rentals and not be permitted as vacation rentals

State Code

65852.2(e)(5) *A local agency shall require that a rental of the accessory dwelling unit **created pursuant to this subdivision** be for a term longer than 30 days.*

65852.2 (a)(6)(A) *This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed except that, subject to subparagraph (B), a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.*

City Code

City code does not include this provision and needs to be amended.

State law requires that cities maintain ADUs that are developed consistent with the current government code be reserved for stays of greater than 30-days, thereby prohibiting the use of new ADUs or JADUs as vacation rentals. Our City code does not currently address this topic. This provision is supported by the State's findings that ADUs will provide additional opportunities for affordable housing.

The City's Housing Element, consistent with State law and HCD direction, identifies ADUs as an opportunity to meet the City's moderate- and low-income RHNA goals. The Housing Element identifies 225 units of our RHNA to be achieved through the construction of ADUs and JADUs (50% allocated to the low-income category and 50% to the moderate-income category). The City already projects a surplus of approximately 80 moderate income units through 2028, but approximately 80-85 low-income units rely on ADU's or JADU's in order to achieve the City's total of 282 units for the low- and moderate-income categories combined. As such, accessory dwelling units are projected to achieve some of the City's RNHA goals in the low-income category, necessitating compliance with the State's direction to prohibit short-term vacation rentals in ADUs and JADUs.

Options for ADU's and Vacation Rentals

1. The City has a number of ADUs that currently have valid and active business licenses for vacation rentals within accessory units. Existing ADU vacation rentals are not subject to this legislation. The City may adopt new regulations that allow ADU's that were developed prior to January 1, 2020 to utilize their ADU as a vacation rental. Under this scenario, property owners with pre-existing ADU's could convert a long-term rental to a vacation rental.
2. The City may choose to adopt more restrictive language that would prohibit turning an existing unit into a short-term rental. Those that have been continuously operated as a vacation rental prior to adoption of the new City code, and maintain a valid business license and payment of Transient Occupancy Tax, could remain as a short-term rental.
3. The City may wish to adopt a process that allows for a discretionary review process for a new "ADU" to become a vacation rental. However, the new ADU would be subject to conditions of approval that may be beyond the scope of the government

code, therefore, the state may require that the City still allow yet another ADU on the same site that complies with the government code and is reserved for long term residency as an “affordable by design” unit.

4. The City may allow a primary residence on a property with an ADU to become a short term vacation rental while retaining the ADU as a long term rental.

Size of ADUs & JADUs

Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1,000 square feet if the ADU contains more than one bedroom.

State Code

65852.2 (a)(1)(D)(v) *The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.*

65852.2 (c)(2) *a local agency shall not establish by ordinance any of the following:*

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

City Code

9-5.060 Development standards.

(a) Floor Area. The total floor area of a second unit shall not exceed one thousand two hundred (1,200) square feet.

Our current code allows for a maximum ADU size of 1,200 square-feet regardless of lot size or zoning district. This portion of our code does not conflict with State code. However, the Council may wish to further examine the size limitations of an ADU based on zoning district or lot size, especially within the multi-family zone. A 1,200 square foot residence may be too large to accomplish the purpose of accommodating affordability by design and is too large to combine with other units in a Multi-Family or Planned Development district on a small site. In particular, a 1,200 square-foot unit may conflict with multi-family affordability by design standards being explored with the City’s Objective Design Standards project. The state also permits cities to limit the size of the accessory structure to 50% of the primary dwelling, provided that the minimum sizes identified in the state code (800 and 1,000 sf) are maintained.

For example, our code could limit an ADU to 1,000 sf, unless through the review of an Administrative Use Permit, the ADU is no larger than 50% of the floor area of the primary residence and the site is 2 acres or larger, then the ADU may be up to 1,200 square feet.

Options for Size Limits

1. The City may adopt standards that allow all ADU's to be constructed up to 1,200 square feet regardless of zoning district or size of principal residence or principal apartment structure.
2. The City may adopt standards that limit ADU's to 800 square feet unless the ADU has more than one bedroom it may be up to 1,000 square feet.
3. The City may regulate the size of ADU's when they exceed the limits in (2) above based on zoning district, lot size, or primary dwelling size. For example, the city could limit the size of ADU's to 1,000 square feet, or up to 1,200 square feet when on a site of two acres or larger and when the ADU is no larger than 50% of the size of the primary structure.

If we do not have a size limit, one may pursue a 1,200 square foot ADU and a JADU on a small site, or along with smaller apartment units where the unit would not be complementary or compatible. Given the substantial increase in the potential locations where ADU's may be developed, staff recommends some limitation on the size of an ADU based on the size of the site or on the size of the primary structure.

Parking Requirements

Clarifies that when ADUs are created through the conversion of a garage, carport or covered parking structure, replacement off-street parking spaces cannot be required by the local agency. Also states when parking cannot be required.

State Code

65852.2 (a)(1)(D)(x)(I) *Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.*

(II) Off street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).

65852.2 (a)(1)(D)(x) (xi) *When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.*

65852.2 (d): *Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:*

- (1) The accessory dwelling unit is located within one-half mile walking distance of public transit.*
- (2) The accessory dwelling unit is located within an architecturally and historically significant historic district.*
- (3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.*
- (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.*
- (5) When there is a car share vehicle located within one block of the accessory dwelling unit.*

City Code

9-5.060

- (e) (1) One (1) covered parking spot for the first bedroom. An additional uncovered or covered parking spot is required for any additional bedrooms;*
- (2) The off-street parking spaces for second units must be on a paved surface; measure ten (10) feet in width if covered, nine (9) feet in width if uncovered, and twenty (20) feet in depth; tandem spaces may be approved for second units;*
- (3) Parking spaces for second units may not occupy driveways and back-up areas that serve garages for the primary dwelling, nor may they occupy circular drives or hammerhead turnarounds that serve the primary unit (which are intended to provide means by which vehicles can enter a street head-first);*
- (4) Parking spaces for second units may occupy areas for required rear and interior side yards;*
- (5) Primary dwellings with three (3) car garages may allow one (1) bay and the driveway space in front of the bay to be used for a second unit off-street parking;*
- (6) If the lot takes access from a collector or arterial street, as designated in the circulation element of the general plan, parking for second units shall be designed so that vehicles exit forward into the street.*

The Atascadero Municipal Code currently requires parking for ADUs based on number of bedrooms. The new government code does not allow the City to require more than one parking space per ADU and parking requirements must be eliminated entirely if the ADU is within a half a mile of a bus stop. In addition, if an existing garage or carport is converted into an ADU or JADU, the City cannot require replacement parking for the primary residence.

Staff recommends amending the code to clarify that if the ADU is built within a covered parking area or garage that replacement parking need not be provided. Additionally, the code will need to clarify number of parking spaces and the use of tandem parking spaces, consistent with State law.

Application Review Period

Reduces the maximum ADU and JADU application review time from 120 days to 60 days.

State Code

65852.2. (a)(3) *A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing.*

City Code

City code is silent on permit timelines and may need to be amended to recognize new govt. code timelines.

This part of the government code requires the City to deny or approve an ADU within 60 days or the application shall be considered approved. The City's typical plan check process takes approximately 3-4 weeks for the first plan review. The plan check process is typically followed up with corrections and comments and then returned for a second review which is completed in 2 weeks or less. However, the time it takes for an applicant to re-submit their plans can vary from 2 weeks to many months based upon the workload of the design team. Therefore, it is common for an application for any construction permit for a new structure to extend beyond 60 days. Our process will need to be amended to either deny an application that is incomplete or needs corrections or we will need to have an applicant acknowledge that additional review time is needed that may extend beyond the 60 day review time.

Junior ADUs

Permits JADUs even where a local agency has not adopted an ordinance expressly authorizing them. Allows a permitted JADU to be constructed within the walls of the proposed or existing single-family residence and eliminates the required inclusion of an existing bedroom or an interior entry into the single-family residence.

State Code

65852.22(a) *Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:*

- (1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.*
- (2) Require owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization*

65852.22. (h)(1) *“Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure*

City Code

City code does not distinguish between JADU's or ADU's.

Staff recommends that JADUs be limited to 500 square feet, be located on an owner occupied property, and be within the footprint of the primary residence or within an attached garage. The code should further refine the definition to describe an attached garage as one that is attached to the primary residence along at least one complete wall.

Building Setbacks for ADUs

The City may require property line setbacks, however, the City cannot require a setback of more than four feet from the side and rear lot lines if the unit is less than 16-feet in height. The City may, however require the standard street yard setback for an ADU which in most cases is 25-feet or 10 feet for a side yard that abuts a street. Typical City setbacks for residential development are 5 feet on the side, 10 feet at the rear, and 25 feet in the front (street yard). Properties that have a side yard along a street, typically require a 10 foot street yard. New ADUs will be exempt from the existing 10-foot rear yard requirement and may be built as close as four feet as long as they comply with the fire code for separation from an adjacent building and are a maximum of 16-feet in height. Both side and front street yards need to be maintained.

State Code

65852.2(e)(1) *Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:*

*(B) One detached, new construction, accessory dwelling unit **that does not exceed four-foot side and rear yard setbacks** for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A).*

City Code

9-5.060 Development Standards

Second units shall be subject to all development standards of the RS, RSF-Z, LSF-Z, RSF-Y, LSF-Y, RSF-X, or LSF-X zoning districts and/or planned development overlay districts in which the property is located, except as modified in this section.

(c) Setbacks. A second unit shall maintain the setbacks required in the underlying zoning district for a primary dwelling. Detached second units shall not be considered as detached accessory buildings for the purpose of determining setbacks.

The City code will need to be amended to accommodate the new setback standards for side and rear yards.

Staff recommends the code be amended to allow for 4-foot side and rear setbacks for ADUs that are less than 16 feet in height. The 25 foot street yard setbacks and 10 foot side yard street setbacks will still apply for ADUs.

CC&R Provisions Prohibiting ADUs are VOID on Single Family Sites

AB 670 provides that covenants, conditions and restrictions (CC&Rs) that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use are void and unenforceable

State Code

AB 670

4751. (a) Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of any interest in a planned development, and any provision of a governing document, that either effectively prohibits or unreasonably restricts the construction or use of an accessory dwelling unit or junior accessory dwelling unit on a lot zoned for single-family residential use that meets the requirements of Section 65852.2 or 65852.22 of the Government Code, is void and unenforceable.

Assembly Bill 670 is separate from the Government code that regulates ADU's and specifically overrides private CC&R's to allow for ADU development on Single Family Sites.

City Code

City code is silent on CC&R's. It should be noted that this assembly bill only applies to Single Family Districts, therefore if CC&R's prohibit an ADU within a multi-family site, this Assembly Bill does not apply. City code will need to be amended to note state Assembly Bill regarding CC&R's on single family sites.

Impact Fees

Establishes impact fee exemptions and limitations based on the size of the ADU. ADUs up to 750 square feet are exempt from impact fees. ADUs 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 unit.

State Code

65852.2(f)(2) *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.*

65852.2(f)(3)(A) *A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.*

City Code

The City has already adopted a modified impact fee to accommodate this mandate. ADUs less than 750 are now exempt from development impact fees. Larger ADU's are charged impact fees on a proportional scale.

Satisfying RHNA

Clarifies that a local agency may identify an ADU or JADU as an adequate site to satisfy the City's Regional Housing Needs Allocation (RHNA).

The City's recently adopted 2021 Housing Element recognizes ADU's and JADU's as moderate and low-income housing. Up to 225 accessory units were projected within the next RHNA cycle. Based on a county-wide study completed in 2019, the City can count 50% of ADUs as low-income units and 50% of units as moderate-income units to satisfy the City's RHNA. Of the 225 total projected accessory units, 112 can count as low-income units and 113 as moderate-income. The City's low-income RHNA for the cycle is 131 and 151 units for the moderate-income category. As noted above, any moderate income ADU units will simply be a surplus to the City's already completed moderate affordable housing supply.

The government code does not address this topic, however it has been separately addressed by HCD in the review of the City's Housing Element.

No changes to the City code are necessary to address this topic.

Delayed Enforcement on Substandard ADUs

Requires, upon application and approval, a local agency to delay enforcement against a qualifying substandard ADU for five (5) years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency.

State Code

65852.2 (n) *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 for an accessory dwelling unit described in paragraph (1) or (2) below, 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:*

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

No action is proposed to address this topic as the government code provides adequate guidance. The City has the authority to prohibit occupancy of any substandard structure that has unfit living conditions due to health and safety issues that violate the building or fire codes.

ADUs within Multi-Family Properties and Planned Developments

State policy requires the City to allow for ADUs within multi-family buildings at the rate of one per primary dwelling unit, not to exceed 25% of the overall number of dwelling units within a multi-family residential structure. In addition, a minimum of one detached ADU must be permitted on a multi-family parcel and a city may allow up to two. The state does not offer additional guidance on ADU development within existing apartment projects. As most Planned Developments within the City are within Multi-Family zoning districts, PDs will need to allow for ADU's.

State Code

65852.2(C)(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

City Code

9-5.030 Applicability.

- (a) Permitted Zoning Districts. Second units shall be allowed in the RS, RSF-Z, LSF-Z, RSF-Y, LSF-Y, RSF-X and LSF-X zoning districts.*
- (b) Planned Developments. Second units shall be allowed in single-family planned development overlay districts only when consistent with an approved Master Plan of Development.*

Staff recommends the code be amended to comply with state law to allow ADUs to be built within a multi-family structure at a rate of one ADU per primary dwelling unit, not to exceed 25% of the primary dwelling units per multi-family project or planned development. However, staff suggests prohibiting ADUs on sites that already would allow additional dwelling units to be built within the allowable maximum residential density of the site. Therefore, in order to allow an ADU on a site with an apartment, planned development, or other multi-family development such as a condominium, the development must first be developed in accordance with the maximum density of the zoning district. In some cases, the addition of an ADU may require a modification of the Master Plan of Development.

Next Steps

Staff is requesting input on the topics noted above related to the ADU ordinance. With direction, staff will draft updates to Title 9, Chapter 5 for Planning Commission recommendation and, ultimately, City Council action. The ordinance will then be submitted to the State for review and comment. If the State determines that aspects of the adopted code do not meet the intent of State law, the city will be required to make amendments or risk losing certification of the recently adopted Housing Element.

Areas of Discussion

1. Minimum Lot Size
 - a. Septic Suitability
 - b. Fire Concerns
2. Owner Occupancy Requirements
3. Short-Term Rentals
4. Size of ADUs & JADUs
5. Parking Requirements
6. Application Review Period

7. Junior ADUs
8. Building Setbacks for ADUs
9. CC&R Provisions Prohibiting ADUs are Void on Single Family Sites (simple change to code)
10. Impact Fee (no change required or recommended)
11. Satisfying RHNA (no change required or recommended)
12. Delayed Enforcement on Substandard ADUs (no action required)
13. ADUs within Multi-Family Properties and Planned Developments

Conclusion

The new government code has incorporated substantial changes that will need to be accommodated in our Municipal Code, our City permit processes. The State will need to review and approve any changes we adopt related to ADU's and JADU's. It is to the City's advantage to amend our code so that we may adopt specific standards to speak to our local jurisdiction, especially recognizing fire and wastewater conditions. A code amendment will implement an identified Housing Element program, providing additional ADU development that will help achieve our RHNA.

Following this overview of the ADU codes, staff will finalize amendments to the Municipal Code for review by the Planning Commission and action by the City Council. As part of the approval process, the City will need to forward our draft ADU to HCD for their review and certification.

ALTERNATIVES:

1. Not pursue an update to the ADU codes and allow the government code to guide ADU and JADU permitting.
2. The City Council may determine that more information is needed on the proposed revisions and may direct staff to return with additional information. The Council should clearly state the type of information that is required.

FISCAL IMPACT:

The upcoming text updates/ clarifications will be done by City staff with a combination of general fund and grant funding. The addition of ADU's and JADU's in accordance with State law - without fees or other mechanisms in place to insure that services and infrastructure are in place to serve the residents of the new units - will have an estimated significant long-term negative fiscal impact on the City, its infrastructure and its capacity to serve its citizens.

ATTACHMENTS:

1. Title 9 Chapter 5, Residential Second Units
2. Government Code Section 65852.2 & 65852.22: State ADU law
3. State published ADU Handbook
4. Other facts about ADU's

Chapter 5 RESIDENTIAL SECOND UNITS

9-5.010 Purpose.

- (a) This chapter is intended to implement Government Code Section 65852.2, which mandates that the City permit second units in residential zoning districts and which provides that the City may impose certain regulations on the development of second units.
- (b) The City recognizes opportunities to implement certain policies and programs of the Atascadero General Plan housing element providing for, and regulating, second units.
- (c) Implementation of this chapter is meant to expand housing opportunities for very-low, low and moderate-income and/or elderly households by increasing the number of rental units available within existing neighborhoods. Second units are intended to provide livable housing at lower cost while providing greater security, companionship and family support for the occupants.
- (d) As mandated in Section 65852.2 of the Government Code, second units that comply with this chapter are considered not to exceed the density limits prescribed within this title for residential zoning districts. (Ord. 454 § 3, 2004)

9-5.020 Definitions.

As used in this chapter:

- (a) **Primary Unit.** A primary unit is a single-family dwelling unit on a single-family residential zoned legal lot of record. All other uses and structures on said lot shall be accessory to the primary unit.
- (b) **Second Unit.** Second residential units are defined as residential occupancy constructions (R) with a kitchen and full bathroom that is accessory to the primary unit and intended for permanent occupancy by a second household.
- (c) **Guesthouse.** Guesthouses are defined as residential occupancy construction (R) with a full bathroom, no kitchen or cooking facilities regardless of number or configuration of rooms and are the same as second units for the purposes of defining use and calculating fees.
- (d) **Granny Unit.** Granny units are defined as residential occupancy construction (R) with a kitchen and a full bathroom and are the same as second units for the purposes of defining use and calculating fees.
- (e) **Detached Accessory Structure.** A detached accessory structure is a structure located on a residential lot occupied by a primary unit, exclusive of second units.
- (f) **Office/Art Studios.** Studios are defined as any type of residential occupancy construction (R) with no kitchens, no overnight stays, cooking facilities and/or no bathing facilities (one (1) water closet is permitted). Studios shall be limited to four hundred fifty (450) square feet. Studios greater than four hundred fifty (450) square feet shall be considered second units. Deed restrictions shall be required for any proposed studio with a water closet limiting the use of the studio.
- (g) **Workshops and Garages.** Workshops and garages are defined as utility occupancy constructions (U) with no kitchens, no cooking facilities and/or no residential occupancy requirements (i.e., Title 24). A utility bathroom with shower or any other plumbing may be installed with a deed restriction that limits the building's use to nonresidential purposes. State-approved wood burning appliances are permissible. Attached structures may be permitted consistent with 9-5.060 and 9-6.106.
- (h) **Residential Additions.** Residential additions (additions) are defined as an increase of habitable floor area to a primary residential unit. Additions shall have a continuous, logical internal connection of

conditioned space that provides for access to all portions of the primary unit and addition. Doors may not be used to create two (2) separate living spaces.

The addition shall not have a secondary kitchen; however, a wet bar is permissible as defined by Section 9-5.020(j). Additions must have a minimum ten (10) feet of shared common wall. A breezeway or similar roof connection of unenclosed or unconditioned space, regardless of length, shall not be considered a residential addition.

(i) **Recreational Vehicle.** Recreational vehicles are defined as any vehicle, coach, camper, travel trailer, boat, or similar movable residential facility that does not have a permanent foundation. Recreational vehicles are not permitted to be used as any type of second unit or residential accessory use.

(j) **Wet Bar.** A wet bar is defined as a small counter equipped with a sink for running water consistent with the following:

- (1) A wet bar does not include a stove, built-in microwave, dishwasher, or garbage disposal.
- (2) A gas line shall not be installed in proximity to a wet bar.
- (3) A wet bar sink shall have a single trap drain size limited to one and one-half (1½) inches maximum.
- (4) A wet bar shall include a counter with a maximum eight (8) foot length and not to exceed twenty-four (24) square feet of total counter space.
- (k) Any deviations from the above standards may be approved by the Planning Commission through the issuance of a Conditional Use Permit. (Ord. 552 § 2, 2010; Ord. 454 § 3, 2004)

9-5.030 Applicability.

(a) **Permitted Zoning Districts.** Second units shall be allowed in the RS, RSF-Z, LSF-Z, RSF-Y, LSF-Y, RSF-X and LSF-X zoning districts.

(b) **Planned Developments.** Second units shall be allowed in single-family planned development overlay districts only when consistent with an approved Master Plan of Development. (Ord. 454 § 3, 2004)

9-5.040 Permit required.

A building permit application shall be required for the construction or conversion of any second unit. (Ord. 552 § 2, 2010; Ord. 454 § 3, 2004)

9-5.050 General requirements.

- (a) **Water Service.** Second units shall be served by a public water system.
- (b) **Sewer Service.** Second units shall be served by the City sanitary sewer system when located on lots with a net area less than one (1) acre.
- (c) **Septic Systems.** Second units may be served by secondary engineered septic systems on lots with a net area of one (1) acre or greater, subject to the approval of the City Engineer and provision of required expansion areas.
- (d) **Utility Meters.** Separate utility meters may be installed for second units.
- (e) **Garage Conversions.** Garages may be converted to second units provided that:

- (1) Replacement of covered off-street parking is provided for the primary dwelling;
 - (2) Off-street parking for the second unit is provided in accordance with this chapter; and
 - (3) Converted garages meet all building code requirements for a dwelling unit.
- (f) Guest House. A second unit may not be developed on a lot containing a guest house (separate living quarters without kitchen facilities). However, a guest house may be converted to a second unit, provided that it complies with the regulations set forth in this chapter and with the regulations for the underlying zoning district.
- (g) Recreational Vehicles. Recreational vehicles shall not be used as second units.
- (h) Nonconforming Use. Only one second unit shall be permitted on a lot. If a lot contains two single-family dwelling units that were legally established as a nonconforming use, a third dwelling unit, to be considered a second unit, shall not be permitted.
- (i) Illegal Second Unit. The establishment or continuance of a second unit contrary to the provisions of this chapter is declared to be unlawful and shall constitute a misdemeanor and a public nuisance. (Ord. 454 § 3, 2004)

9-5.060 Development standards.

Second units shall be subject to all development standards of the RS, RSF-Z, LSF-Z, RSF-Y, LSF-Y, RSF-X, or LSF-X zoning districts and/or planned development overlay districts in which the property is located, except as modified in this section.

- (a) Floor Area. The total floor area of a second unit shall not exceed one thousand two hundred (1,200) square feet. All development on a lot, including second units, must conform to the development standards of the underlying zoning district, including, but not limited to, setbacks, building separations, maximum lot coverage, grading limitations, and native tree preservation.
- (b) Height. Second units shall conform to the height limits of the underlying zoning district.
- (c) Setbacks. A second unit shall maintain the setbacks required in the underlying zoning district for a primary dwelling. Detached second units shall not be considered as detached accessory buildings for the purpose of determining setbacks.
- (d) Building Separations. A minimum separation of ten (10) feet shall be maintained between the primary dwelling and a detached second unit.
- (e) Off-street Parking. Off-street parking for the second unit shall be provided as follows and in addition to any required parking for the primary unit:
 - (1) One (1) covered parking spot for the first bedroom. An additional uncovered or covered parking spot is required for any additional bedrooms;
 - (2) The off-street parking spaces for second units must be on a paved surface; measure ten (10) feet in width if covered, nine (9) feet in width if uncovered, and twenty (20) feet in depth; tandem spaces may be approved for second units;
 - (3) Parking spaces for second units may not occupy driveways and back-up areas that serve garages for the primary dwelling, nor may they occupy circular drives or hammerhead turnarounds that serve the primary unit (which are intended to provide means by which vehicles can enter a street head-first);
 - (4) Parking spaces for second units may occupy areas for required rear and interior side yards;

(5) Primary dwellings with three (3) car garages may allow one (1) bay and the driveway space in front of the bay to be used for a second unit off-street parking;

(6) If the lot takes access from a collector or arterial street, as designated in the circulation element of the general plan, parking for second units shall be designed so that vehicles exit forward into the street.

(f) Unconditioned Spaces. Structures such as garages and workshops attached to second units shall be accessory to the second residential unit and shall be limited to an additional five hundred (500) square feet. Any additional unconditioned space in excess of five hundred (500) square feet, or any garage area not provided with direct interior access to the second unit, shall no longer be considered accessory to the second residential unit.

(g) The total maximum amount of paving for parking for both the primary and second unit in a front setback is fifty percent (50%) of the front yard setback area.

(h) Architectural Design. The design of the second unit shall be compatible with the design and scale of the primary dwelling (using substantially the same landscaping, color, materials and design on the exterior).

(i) Private Open Space Requirement. A second unit shall have a minimum private open space area of two hundred fifty (250) square feet. This required open space shall not be located within a required front yard setback. No portion of an open space area shall have a dimension of less than ten (10) feet in width.

(j) Attached Second Units. If the second unit is attached to the primary dwelling, each shall be served by separate outside entrances. The interior wall(s) of an attached unit which separate it from the main unit shall be fire-rated according to the most recent Building Code. (Ord. 552 § 2, 2010; Ord. 454 § 3, 2004)

9-5.070 Development fees.

Second units, whether attached or detached, shall be considered as single-family units for purposes of determining capital facility impact fees.

GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]

(Heading of Title 7 amended by Stats. 1974, Ch. 1536.)

DIVISION 1. PLANNING AND ZONING [65000 - 66301]

(Heading of Division 1 added by Stats. 1974, Ch. 1536.)

CHAPTER 4. Zoning Regulations [65800 - 65912]

(Chapter 4 repealed and added by Stats. 1965, Ch. 1880.)

ARTICLE 2. Adoption of Regulations [65850 - 65863.13]

(Article 2 added by Stats. 1965, Ch. 1880.)

65852.2.

(a)

(1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B)

(i) Impose standards on accessory dwelling units that 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 Historic Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.

(iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

(iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x)

(I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.

(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing,

notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(6)

(A) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed except that, subject to subparagraph (B), a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(B) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit permitted between January 1, 2020, to January 1, 2025, during which time the local agency was prohibited from imposing an owner-occupant requirement.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations

for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved.

(c)

(1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

- (3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
- (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- (5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e)

(1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

- (i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.
- (ii) The space has exterior access from the proposed or existing single-family dwelling.
- (iii) The side and rear setbacks are sufficient for fire and safety.
- (iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

- (i) A total floor area limitation of not more than 800 square feet.
- (ii) A height limitation of 16 feet.

(C)

- (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.
- (ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency may require owner occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot, subject to the requirements of paragraph (6) of subdivision (a).

(5) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(6) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(7) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f)

(1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) 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.

(3)

(A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h)

(1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2)

(A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3)

(A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is

located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

- (A) An efficiency unit.
- (B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.
- (2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
- (3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.
- (4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (5) "Local agency" means a city, county, or city and county, whether general law or chartered.
- (6) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
- (7) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
- (8) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- (9) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- (10) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.
- (k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.
- (l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.
- (m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.
- (n) 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 for an accessory dwelling unit described in paragraph (1) or (2) below, 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:
 - (1) The accessory dwelling unit was built before January 1, 2020.
 - (2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(o) This section shall become operative on January 1, 2025.

(Amended (as added by Stats. 2019, Ch. 659, Sec. 2.5) by Stats. 2020, Ch. 198, Sec. 4.5. (AB 3182) Effective January 1, 2021. Section operative January 1, 2025, by its own provisions.)

65852.22

(a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:

(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

(2) Require owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:

(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(4) Require a permitted junior accessory dwelling unit to be constructed within the walls of the proposed or existing single-family residence.

(5) Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the proposed or existing single-family residence.

(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:

(A) A cooking facility with appliances.

(B) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(b)

(1) An ordinance shall not require additional parking as a condition to grant a permit.

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine if the junior accessory dwelling unit complies with applicable building standards.

(c) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. The permitting agency shall

act on the application to create a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family dwelling on the lot. If the permit application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.

(d) For purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit or not.

(e) For purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(f) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(g) If a local agency has not adopted a local ordinance pursuant to this section, the local agency shall ministerially approve a permit to construct a junior accessory dwelling unit that satisfies the requirements set forth in subparagraph (A) of paragraph (1) of subdivision (e) of Section 65852.2 and the requirements of this section.

(h) For purposes of this section, the following terms have the following meanings:

(1) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(Amended by Stats. 2019, Ch. 655, Sec. 2. (AB 68) Effective January 1, 2020.)



California Department of Housing and
Community Development

Accessory Dwelling Unit Handbook



Where foundations begin

Updated December 2020

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Understanding Accessory Dwelling Units (ADUs) and Their Importance



California's housing production is not keeping pace with demand. In the last decade, less than half of the homes needed to keep up with the population growth were built. Additionally, new homes are often constructed away from job-rich areas. This lack of housing that meets people's needs is impacting affordability and causing average housing costs, particularly for renters in California, to rise significantly. As affordable housing becomes less accessible, people drive longer distances between housing they can afford and their workplace or pack themselves into smaller shared spaces, both of which reduce quality of life and produce negative environmental impacts.

Beyond traditional construction, widening the range of housing types can increase the housing supply and help more low-income Californians thrive. Examples of some of these housing types are Accessory Dwelling Units (ADUs - also referred to as second units, in-law units, casitas, or granny flats) and Junior Accessory Dwelling Units (JADUs).

What is an ADU?

An ADU is an accessory dwelling unit with complete independent living facilities for one or more persons and has a few variations:

- Detached: The unit is separated from the primary structure.
- Attached: The unit is attached to the primary structure.
- Converted Existing Space: Space (e.g., master bedroom, attached garage, storage area, or similar use, or an accessory structure) on the lot of the primary residence that is converted into an independent living unit.
- Junior Accessory Dwelling Unit (JADU): A specific type of conversion of existing space that is contained entirely within an existing or proposed single-family residence.

ADUs tend to be significantly less expensive to build and offer benefits that address common development barriers such as affordability and environmental quality. Because ADUs must be built on lots with existing or proposed housing, they do not require paying for new land, dedicated parking or other costly infrastructure required to build a new single-family home. Because they are contained inside existing single-family homes, JADUs require relatively

modest renovations and are much more affordable to complete. ADUs are often built with cost-effective one or two-story wood frames, which are also cheaper than other new homes. Additionally, prefabricated ADUs can be directly purchased and save much of the time and money that comes with new construction. ADUs can provide as much living space as apartments and condominiums and work well for couples, small families, friends, young people, and seniors.

Much of California's housing crisis comes from job-rich, high-opportunity areas where the total housing stock is insufficient to meet demand and exclusionary practices have limited housing choice and inclusion. Professionals and students often prefer living closer to jobs and amenities rather than spending hours commuting. Parents often want better access to schools and do not necessarily require single-family homes to meet their needs. There is a shortage of affordable units, and the units that are available can be out of reach for many people. To address our state's needs, homeowners can construct an ADU on their lot or convert an underutilized part of their home into a JADU. This flexibility benefits both renters and homeowners who can receive extra monthly rent income.

ADUs also give homeowners the flexibility to share independent living areas with family members and others, allowing seniors to age in place as they require more care, thus helping extended families stay together while maintaining privacy. The space can be used for a variety of reasons, including adult children who can pay off debt and save up for living on their own.

New policies are making ADUs even more affordable to build, in part by limiting the development impact fees and relaxing zoning requirements. A 2019 study from the Turner Center on Housing Innovation noted that one unit of affordable housing in the Bay Area costs about \$450,000. ADUs and JADUs can often be built at a fraction of that price and homeowners may use their existing lot to create additional housing, without being required to provide additional infrastructure. Often the rent generated from the ADU can pay for the entire project in a matter of years.

ADUs and JADUs are a flexible form of housing that can help Californians more easily access job-rich, high-opportunity areas. By design, ADUs are more affordable and can provide additional income to homeowners. Local governments can encourage the development of ADUs and improve access to jobs, education, and services for many Californians.

Summary of Recent Changes to Accessory Dwelling Unit Laws



In Government Code Section 65852.150, the California Legislature found and declared that, among other things, allowing accessory dwelling units (ADUs) in zones that allow single-family and multifamily uses provides additional rental housing, and is an essential component in addressing California's housing needs. Over the years, ADU law has been revised to improve its effectiveness at creating more housing units. Changes to ADU laws effective January 1, 2021, further reduce barriers, better streamline approval processes, and expand capacity to accommodate the development of ADUs and junior accessory dwelling units (JADUs).

ADUs are a unique opportunity to address a variety of housing needs and provide affordable housing

options for family members, friends, students, the elderly, in-home health care providers, people with disabilities, and others. Further, ADUs offer an opportunity to maximize and integrate housing choices within existing neighborhoods.

Within this context, the California Department of Housing and Community Development (HCD) has prepared this guidance to assist local governments, homeowners, architects, and the general public in encouraging the development of ADUs. The following is a summary of recent legislation that amended ADU law: AB 3182 (2020) and SB 13, AB 68, AB 881, AB 587, AB 670, and AB 671 (2019). Please see Attachment 1 for the complete statutory changes for AB 3182 (2020) and SB 13, AB 68, AB 881, AB 587, AB 670, and AB 671 (2019).

AB 3182 (Ting)

Chapter 198, Statutes of 2020 (Assembly Bill 3182) builds upon recent changes to ADU law (Gov. Code, § 65852.2 and Civil Code Sections 4740 and 4741) to further address barriers to the development and use of ADUs and JADUs.

This recent legislation, among other changes, addresses the following:

- States that an application for the creation of an ADU or JADU shall be *deemed approved* (not just subject to ministerial approval) if the local agency has not acted on the completed application within 60 days.
- Requires ministerial approval of an application for a building permit within a residential or mixed-use zone to create one ADU *and* one JADU per lot (not one or the other), within the proposed or existing single-family dwelling, if certain conditions are met.
- Provides for the rental or leasing of a separate interest ADU or JADU in a common interest development, notwithstanding governing documents that otherwise appear to prohibit renting or leasing of a unit, *and* without regard to the date of the governing documents.

- Provides for not less than 25 percent of the separate interest units within a common interest development be allowed as rental or leasable units.

AB 68 (Ting), AB 881 (Bloom), and SB 13 (Wieckowski)

Chapter 653, Statutes of 2019 (Senate Bill 13, Section 3), Chapter 655, Statutes of 2019 (Assembly Bill 68, Section 2) and Chapter 659 (Assembly Bill 881, Section 1.5 and 2.5) build upon recent changes to ADU and JADU law (Gov. Code § 65852.2, 65852.22) and further address barriers to the development of ADUs and JADUs.

This legislation, among other changes, addresses the following:

- Prohibits local agencies from including in development standards for ADUs requirements on minimum lot size (Gov. Code, § 65852.2, subd. (a)(1)(B)(i)).
- Clarifies areas designated by local agencies for ADUs may be based on the adequacy of water and sewer services as well as impacts on traffic flow and public safety (Gov. Code, § 65852.2, subd. (a)(1)(A)).
- Eliminates all owner-occupancy requirements by local agencies for ADUs approved between January 1, 2020, and January 1, 2025 (Gov. Code, § 65852.2, subd. (a)(6)).
- Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1,000 square feet if the ADU contains more than one bedroom and requires approval of a permit to build an ADU of up to 800 square feet (Gov. Code, § 65852.2, subds. (c)(2)(B) & (C)).
- Clarifies that when ADUs are created through the conversion of a garage, carport or covered parking structure, replacement of offstreet parking spaces cannot be required by the local agency (Gov. Code, § 65852.2, subd. (a)(1)(D)(xi)).
- Reduces the maximum ADU and JADU application review time from 120 days to 60 days (Gov. Code, § 65852.2, subd. (a)(3) and (b)).
- Clarifies that “public transit” includes various means of transportation that charge set fees, run on fixed routes and are available to the public (Gov. Code, § 65852.2, subd. (j)(10)).
- Establishes impact fee exemptions and limitations based on the size of the ADU. ADUs up to 750 square feet are exempt from impact fees (Gov. Code § 65852.2, subd. (f)(3)); ADUs 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 unit (Gov. Code, § 65852.2, subd. (f)(3)).
- Defines an “accessory structure” to mean a structure that is accessory or incidental to a dwelling on the same lot as the ADU (Gov. Code, § 65852.2, subd. (j)(2)).
- Authorizes HCD to notify the local agency if HCD finds that their ADU ordinance is not in compliance with state law (Gov. Code, § 65852.2, subd. (h)(2)).
- Clarifies that a local agency may identify an ADU or JADU as an adequate site to satisfy Regional Housing Needs Allocation (RHNA) housing needs (Gov. Code, §§ 65583.1, subd. (a), and 65852.2, subd. (m)).
- Permits JADUs even where a local agency has not adopted an ordinance expressly authorizing them (Gov. Code, § 65852.2, subds. (a)(3), (b), and (e)).

- Allows a permitted JADU to be constructed within the walls of the proposed or existing single-family residence and eliminates the required inclusion of an existing bedroom or an interior entry into the single-family residence (Gov. Code § 65852.22, subd. (a)(4); former Gov. Code § 65852.22, subd. (a)(5)).
- Requires, upon application and approval, a local agency to delay enforcement against a qualifying substandard ADU for five (5) years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency (Gov. Code, § 65852.2, subd. (n); Health & Safety Code, § 17980.12).

AB 587 (Friedman), AB 670 (Friedman), and AB 671 (Friedman)

In addition to the legislation listed above, AB 587 (Chapter 657, Statutes of 2019), AB 670 (Chapter 178, Statutes of 2019), and AB 671 (Chapter 658, Statutes of 2019) also have an impact on state ADU law, particularly through Health and Safety Code Section 17980.12. These pieces of legislation, among other changes, address the following:

- AB 587 creates a narrow exemption to the prohibition for ADUs to be sold or otherwise conveyed separately from the primary dwelling by allowing deed-restricted sales to occur if the local agency adopts an ordinance. To qualify, the primary dwelling and the ADU are to be built by a qualified nonprofit corporation whose mission is to provide units to low-income households (Gov. Code, § 65852.26).
- AB 670 provides that covenants, conditions and restrictions (CC&Rs) that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use are void and unenforceable (Civ. Code, § 4751).
- AB 671 requires local agencies' housing elements to include a plan that incentivizes and promotes the creation of ADUs that can offer affordable rents for very low, low-, or moderate-income households and requires HCD to develop a list of state grants and financial incentives in connection with the planning, construction and operation of affordable ADUs (Gov. Code, § 65583; Health & Safety Code, § 50504.5).

Frequently Asked Questions: Accessory Dwelling Units¹

1. Legislative Intent

a. Should a local ordinance encourage the development of accessory dwelling units?

Yes. Pursuant to Government Code Section 65852.150, the California Legislature found and declared that, among other things, California is facing a severe housing crisis and ADUs are a valuable form of housing that meets the needs of family members, students, the elderly, in-home health care providers, people with disabilities and others. Therefore, ADUs are an essential component of California's housing supply.

ADU law and recent changes intend to address barriers, streamline approval,

Government Code 65852.150:

(a) The Legislature finds and declares all of the following:

(1) Accessory dwelling units are a valuable form of housing in California.

(2) Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.

(3) Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security.

(4) Allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California.

(5) California faces a severe housing crisis.

(6) The state is falling far short of meeting current and future housing demand with serious consequences for the state's economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners.

(7) Accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.

(8) Accessory dwelling units are, therefore, an essential component of California's housing supply.

(b) It is the intent of the Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance.

¹ Note: Unless otherwise noted, the Government Code section referenced is 65852.2.

and expand potential capacity for ADUs, recognizing their unique importance in addressing California's housing needs. The preparation, adoption, amendment, and implementation of local ADU ordinances must be carried out consistent with Government Code, Section 65852.150 and must not unduly constrain the creation of ADUs. Local governments adopting ADU ordinances should carefully weigh the adoption of zoning, development standards, and other provisions for impacts on the development of ADUs.

In addition, ADU law is the statutory minimum requirement. Local governments may elect to go beyond this statutory minimum and further the creation of ADUs. Many local governments have embraced the importance of ADUs as an important part of their overall housing policies and have pursued innovative strategies. (Gov. Code, § 65852.2, subd. (g)).

2. Zoning, Development and Other Standards

A) Zoning and Development Standards

- **Are ADUs allowed jurisdiction wide?**

No. ADUs proposed pursuant to subdivision (e) must be considered in any residential or mixed-use zone. For other ADUs, local governments may, by ordinance, designate areas in zones where residential uses are permitted that will also permit ADUs. However, any limits on where ADUs are permitted may only be based on the adequacy of water and sewer service, and the impacts on traffic flow and public safety. Further, local governments may not preclude the creation of ADUs altogether, and any limitation should be accompanied by detailed findings of fact explaining why ADU limitations are required and consistent with these factors.

Examples of public safety include severe fire hazard areas and inadequate water and sewer service and includes cease and desist orders. Impacts on traffic flow should consider factors like lesser car ownership rates for ADUs and the potential for ADUs to be proposed pursuant to Government Code section 65852.2, subdivision (e). Finally, local governments may develop alternative procedures, standards, or special conditions with mitigations for allowing ADUs in areas with potential health and safety concerns. (Gov. Code, § 65852.2, subd. (e))

Residential or mixed-use zone should be construed broadly to mean any zone where residential uses are permitted by-right or by conditional use.

- **Can a local government apply design and development standards?**

Yes. A local government may apply development and design standards that 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 Historic Resources. However, these standards shall be sufficiently objective to allow ministerial review of an ADU. (Gov. Code, § 65852.2, subd. (a)(1)(B)(i))

ADUs created under subdivision (e) of Government Code 65852.2 shall not be subject to design and development standards except for those that are noted in the subdivision.

What does objective mean?

“objective zoning standards” and “objective design review standards” mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. Gov Code § 65913.4, subd. (a)(5)

ADUs that do not meet objective and ministerial development and design standards may still be permitted through an ancillary discretionary process if the applicant chooses to do so. Some jurisdictions with compliant ADU ordinances apply additional processes to further the creation of ADUs that do not otherwise comply with the minimum standards necessary for ministerial review. Importantly, these processes are intended to provide additional opportunities to create ADUs that would not otherwise be permitted, and a discretionary process may not be used to review ADUs that are fully compliant with ADU law. Examples of these processes include areas where additional health and safety concerns must be considered, such as fire risk.

- **Can ADUs exceed general plan and zoning densities?**

Yes. An ADU is an accessory use for the purposes of calculating allowable density under the general plan and zoning that does not count toward the allowable density. For example, if a zoning district allows one unit per 7,500 square feet, then an ADU would not be counted as an additional unit. Further, local governments could elect to allow more than one ADU on a lot, and ADUs are automatically a residential use deemed consistent with the general plan and zoning. (Gov. Code, § 65852.2, subd. (a)(1)(C).)

- **Are ADUs permitted ministerially?**

Yes. ADUs must be considered, approved, and permitted ministerially, without discretionary action. Development and other decision-making standards must be sufficiently objective to allow for ministerial review. Examples include numeric and fixed standards such as heights or setbacks, or design standards such as colors or materials. Subjective standards require judgement and can be interpreted in multiple ways such as privacy, compatibility with neighboring properties or promoting harmony and balance in the community; subjective standards shall not be imposed for ADU development. Further, ADUs must not be subject to a hearing or any ordinance regulating the issuance of variances or special use permits and must be considered ministerially. (Gov. Code, § 65852.2, subd. (a)(3).)

- **Can I create an ADU if I have multiple detached dwellings on a lot?**

Yes. A lot where there are currently multiple detached single-family dwellings is eligible for creation of one ADU per lot by converting space within the proposed or existing space of a single-family dwelling or existing structure or a new construction detached ADU subject to certain development standards.

- **Can I build an ADU in a historic district, or if the primary residence is subject to historic preservation?**

Yes. ADUs are allowed within a historic district, and on lots where the primary residence is subject to historic preservation. State ADU law allows for a local agency to impose standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources. However, these standards do not apply to ADUs proposed pursuant to Government Code section 65852.2, subdivision (e).

As with non-historic resources, a jurisdiction may impose objective and ministerial standards that are sufficiently objective to be reviewed ministerially and do not unduly burden the creation of ADUs. Jurisdictions are encouraged to incorporate these standards into their ordinance and submit these standards along with their ordinance to HCD. (Gov. Code, § 65852.2, subds. (a)(1)(B)(i) & (a)(5).)

B) Size Requirements

- **Is there a minimum lot size requirement?**

No. While local governments may impose standards on ADUs, these standards shall not include minimum lot size requirements. Further, lot coverage requirements cannot preclude the creation of a statewide exemption ADU (800 square feet ADU with a height limitation of 16 feet and 4 feet side and rear yard setbacks). If lot coverage requirements do not allow such an ADU, an automatic exception or waiver should be given to appropriate development standards such as lot coverage, floor area or open space requirements. Local governments may continue to enforce building and health and safety standards and may consider design, landscape, and other standards to facilitate compatibility.

What is a statewide exemption ADU?

A statewide exemption ADU is an ADU of up to 800 square feet, 16 feet in height, as potentially limited by a local agency, and with 4 feet side and rear yard setbacks. ADU law requires that no lot coverage, floor area ratio, open space, or minimum lot size will preclude the construction of a statewide exemption ADU. Further, ADU law allows the construction of a detached new construction statewide exemption ADU to be combined on the same lot with a JADU in a single-family residential zone. In addition, ADUs are allowed in any residential or mixed uses regardless of zoning and development standards imposed in an ordinance. See more discussion below.

- **Can minimum and maximum unit sizes be established for ADUs?**

Yes. A local government may, by ordinance, establish minimum and maximum unit size requirements for both attached and detached ADUs. However, maximum unit size requirements must be at least 850 square feet and 1,000 square feet for ADUs with more than one bedroom. For local agencies without an ordinance, maximum unit sizes are 1,200 square feet for a new detached ADU and up to 50 percent of the floor area of the existing primary dwelling for an attached ADU (at least 800 square feet). Finally, the local agency must not establish by ordinance a minimum square footage requirement that prohibits an efficiency unit, as defined in Health and Safety Code section 17958.1.

The conversion of an existing accessory structure or a portion of the existing primary residence to an ADU is not subject to size requirements. For example, an existing 3,000 square foot barn converted to an ADU would not be subject to the size requirements, regardless if a local government has an adopted ordinance. Should an applicant want to expand an accessory structure to create an ADU beyond 150 square feet, this ADU would be subject to the size maximums outlined in state ADU law, or the local agency's adopted ordinance.

- **Can a percentage of the primary dwelling be used for a maximum unit size?**

Yes. Local agencies may utilize a percentage (e.g., 50 percent) of the primary dwelling as a maximum unit size for attached or detached ADUs but only if it does not restrict an ADU's size to less than the standard of at least 850 square feet (or at least 1000 square feet for ADUs with more than one bedroom). Local agencies must not, by ordinance, establish any other minimum or maximum unit sizes, including based on

a percentage of the primary dwelling, that precludes a statewide exemption ADU. Local agencies utilizing percentages of the primary dwelling as maximum unit sizes could consider multi-pronged standards to help navigate these requirements (e.g., shall not exceed 50 percent of the dwelling or 1,000 square feet, whichever is greater).

- **Can maximum unit sizes exceed 1,200 square feet for ADUs?**

Yes. Maximum unit sizes, by ordinance, can exceed 1,200 square feet for ADUs. ADU law does not limit the authority of local agencies to adopt less restrictive requirements for the creation of ADUs (Gov. Code, § 65852.2, subd. (g)).

Larger unit sizes can be appropriate in a rural context or jurisdictions with larger lot sizes and is an important approach to creating a full spectrum of ADU housing choices.

C) Parking Requirements

- **Can parking requirements exceed one space per unit or bedroom?**

No. Parking requirements for ADUs shall not exceed one parking space per unit or bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway. Guest parking spaces shall not be required for ADUs under any circumstances.

What is Tandem Parking?

Tandem parking means two or more automobiles that are parked on a driveway or in any other location on a lot, lined up behind one another. (Gov. Code, § 65852.2, subds. (a)(1)(D)(x)(I) and (j)(11).)

Local agencies may choose to eliminate or reduce parking requirements for ADUs such as requiring zero or half a parking space per each ADU.

- **Is flexibility for siting parking required?**

Yes. Local agencies should consider flexibility when siting parking for ADUs. Offstreet parking spaces for the ADU shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made. Specific findings must be based on specific site or regional topographical or fire and life safety conditions.

When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU, or converted to an ADU, the local agency shall not require that those offstreet parking spaces for the primary unit be replaced. (Gov. Code, § 65852.2, subd. (a)(D)(xi).)

- **Can ADUs be exempt from parking?**

Yes. A local agency shall not impose ADU parking standards for any of the following, pursuant to Government Code section 65852.2, subdivisions (d)(1-5) and (j)(10).

(1) Accessory dwelling unit is located within one-half mile walking distance of public transit.

- (2) Accessory dwelling unit is located within an architecturally and historically significant historic district.
- (3) Accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
- (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- (5) When there is a car share vehicle located within one block of the accessory dwelling unit.

Note: For the purposes of state ADU law, a jurisdiction may use the designated areas where a car share vehicle may be accessed. Public transit is any location where an individual may access buses, trains, subways and other forms of transportation that charge set fares, run on fixed routes and are available to the general public. Walking distance is defined as the pedestrian shed to reach public transit. Additional parking requirements to avoid impacts to public access may be required in the coastal zone.

D) Setbacks

- **Can setbacks be required for ADUs?**

Yes. A local agency may impose development standards, such as setbacks, for the creation of ADUs. Setbacks may include front, corner, street, and alley setbacks. Additional setback requirements may be required in the coastal zone if required by a local coastal program. Setbacks may also account for utility easements or recorded setbacks. However, setbacks must not unduly constrain the creation of ADUs and cannot be required for ADUs proposed pursuant to subdivision (e). Further, a setback of no more than four feet from the side and rear lot lines shall be required for an attached or detached ADU. (Gov. Code, § 65852.2, subd. (a)(1)(D)(vii).)

A local agency may also allow the expansion of a detached structure being converted into an ADU when the existing structure does not have four-foot rear and side setbacks. A local agency may also allow the expansion area of a detached structure being converted into an ADU to have no setbacks, or setbacks of less than four feet, if the existing structure has no setbacks, or has setbacks of less than four feet. A local agency shall not require setbacks of more than four feet for the expanded area of a detached structure being converted into an ADU.

A local agency may still apply front yard setbacks for ADUs, but front yard setbacks cannot preclude a statewide exemption ADU and must not unduly constrain the creation of all types of ADUs. (Gov. Code, § 65852.2, subd. (c).)

E) Height Requirements

- **Is there a limit on the height of an ADU or number of stories?**

Not in state ADU law, but local agencies may impose height limits provided that the limit is no less than 16 feet. (Gov. Code, § 65852.2, subd. (a)(1)(B)(i).)

F) Bedrooms

- **Is there a limit on the number of bedrooms?**

State ADU law does not allow for the limitation on the number of bedrooms of an ADU. A limit on the number of bedrooms could be construed as a discriminatory practice towards protected classes, such as familial status, and would be considered a constraint on the development of ADUs.

G) Impact Fees

- **Can impact fees be charged for an ADU less than 750 square feet?**

No. An ADU is exempt from incurring impact fees from local agencies, special districts, and water corporations if less than 750 square feet. Should an ADU be 750 square feet or larger, impact fees shall be charged proportionately in relation to the square footage of the ADU to the square footage of the primary dwelling unit.

What is "Proportionately"?

"Proportionately" is some amount that corresponds to a total amount, in this case, an impact fee for a single-family dwelling. For example, a 2,000 square foot primary dwelling with a proposed 1,000 square foot ADU could result in 50 percent of the impact fee that would be charged for a new primary dwelling on the same site. In all cases, the impact fee for the ADU must be less than the primary dwelling. Otherwise, the fee is not calculated proportionately. When utilizing proportions, careful consideration should be given to the impacts on costs, feasibility, and ultimately, the creation of ADUs. In the case of the example above, anything greater than 50 percent of the primary dwelling could be considered a constraint on the development of ADUs.

For purposes of calculating the fees for an ADU on a lot with a multifamily dwelling, the proportionality shall be based on the average square footage of the units within that multifamily dwelling structure. For ADUs converting existing space with a 150 square foot expansion, a total ADU square footage over 750 square feet could trigger the proportionate fee requirement. (Gov. Code, § 65852.2, subd. (f)(3)(A).)

- **Can local agencies, special districts or water corporations waive impact fees?**

Yes. Agencies can waive impact and any other fees for ADUs. Also, local agencies may also use fee deferrals for applicants.

- **Can school districts charge impact fees?**

Yes. School districts are authorized but do not have to levy impact fees for ADUs greater than 500 square feet pursuant to Section 17620 of the Education Code. ADUs less than 500 square feet are not subject to school impact fees. Local agencies are encouraged to coordinate with school districts to carefully weigh the importance of promoting ADUs, ensuring appropriate nexus studies and appropriate fees to facilitate construction or reconstruction of adequate school facilities.

- **What types of fees are considered impact fees?**

Impact fees charged for the construction of ADUs must be determined in accordance with the Mitigation Fee Act and generally include any monetary exaction that is charged by a local agency in connection with the approval of an ADU, including impact fees, for the purpose of defraying all or a portion of the cost of public facilities relating to the ADU. A local agency, special district or water corporation shall not consider ADUs as a new residential use for the purposes of calculating connection fees or capacity charges for

utilities, including water and sewer services. However, these provisions do not apply to ADUs that are constructed concurrently with a new single-family home. (Gov. Code, §§ 65852.2, subd. (f), and 66000)

- **Can I still be charged water and sewer connection fees?**

ADUs converted from existing space and JADUs 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, unless constructed with a new single-family dwelling. The connection fee or capacity charge shall be proportionate to the burden of the proposed ADU, based on its square footage or plumbing fixtures as compared to the primary dwelling. State ADU law does not cover monthly charge fees. (Gov. Code, § 65852.2, subd. (f)(2)(A).)

H) Conversion of Existing Space in Single Family, Accessory and Multifamily Structures and Other Statewide Permissible ADUs (Subdivision (e))

- **Are local agencies required to comply with subdivision (e)?**

Yes. All local agencies must comply with subdivision (e). This subdivision requires the ministerial approval of ADUs within a residential or mixed-use zone. The subdivision creates four categories of ADUs that should not be subject to other specified areas of ADU law, most notably zoning and development standards. For example, ADUs under this subdivision should not have to comply with lot coverage, setbacks, heights, and unit sizes. However, ADUs under this subdivision must meet the building code and health and safety requirements. The four categories of ADUs under subdivision (e) are:

- b. One ADU and one JADU are permitted per lot within the existing or proposed space of a single-family dwelling, or a JADU within the walls of the single family residence, or an ADU within an existing accessory structure, that meets specified requirements such as exterior access and setbacks for fire and safety.**
- c. One detached new construction ADU that does not exceed four-foot side and rear yard setbacks. This ADU may be combined on the same lot with a JADU and may be required to meet a maximum unit size requirement of 800 square feet and a height limitation of 16 feet.**
- d. Multiple ADUs within the portions of multifamily structures that are not used as livable space. Local agencies must allow at least one of these types of ADUs and up to 25 percent of the existing multifamily structures.**
- e. Up to two detached ADUs on a lot that has existing multifamily dwellings that are subject to height limits of 16 feet and 4-foot rear and side yard setbacks.**

The above four categories are not required to be combined. For example, local governments are not required to allow (a) and (b) together or (c) and (d) together. However, local agencies may elect to allow these ADU types together.

Local agencies shall allow at least one ADU to be created within the non-livable space within multifamily dwelling structures, or up to 25 percent of the existing multifamily dwelling units within a structure and may also allow not more than two ADUs on the lot detached from the multifamily dwelling structure. New detached units are subject to height limits of 16 feet and shall not be required to have side and rear setbacks of more than four feet.

The most common ADU that can be created under subdivision (e) is a conversion of proposed or existing space of a single-family dwelling or accessory structure into an ADU, without any prescribed size limitations, height, setback, lot coverage, architectural review, landscape, or other development standards. This would enable the conversion of an accessory structure, such as a 2,000 square foot garage, to an ADU without any additional requirements other than compliance with building standards for dwellings. These types of ADUs are also eligible for a 150 square foot expansion (see discussion below).

ADUs created under subdivision (e) shall not be required to provide replacement or additional parking. Moreover, these units shall not, as a condition for ministerial approval, be required to correct any existing or created nonconformity. Subdivision (e) ADUs shall be required to be rented for terms longer than 30 days, and only require fire sprinklers if fire sprinklers are required for the primary residence. These ADUs shall not be counted as units when calculating density for the general plan and are not subject to owner-occupancy.

- **Can I convert my accessory structure into an ADU?**

Yes. The conversion of garages, sheds, barns, and other existing accessory structures, either attached or detached from the primary dwelling, into ADUs is permitted and promoted through the state ADU law. These conversions of accessory structures are not subject to any additional development standard, such as unit size, height, and lot coverage requirements, and shall be from existing space that can be made safe under building and safety codes. A local agency should not set limits on when the structure was created, and the structure must meet standards for health and safety. Finally, local governments may also consider the conversion of illegal existing space and could consider alternative building standards to facilitate the conversion of existing illegal space to minimum life and safety standards.

- **Can an ADU converting existing space be expanded?**

Yes. An ADU created within the existing or proposed space of a single-family dwelling or accessory structure can be expanded beyond the physical dimensions of the structure. In addition, an ADU created within an existing accessory structure may be expanded up to 150 square feet without application of local development standards, but this expansion shall be limited to accommodating ingress and egress. An example of where this expansion could be applicable is for the creation of a staircase to reach a second story ADU. These types of ADUs shall conform to setbacks sufficient for fire and safety.

A local agency may allow for an expansion beyond 150 square feet, though the ADU would have to comply with the size maximums as per state ADU law, or a local agency's adopted ordinance.

As a JADU is limited to being created within the walls of a primary residence, this expansion of up to 150 square feet does not pertain to JADUs.

I) Nonconforming Zoning Standards

- **Does the creation of an ADU require the applicant to carry out public improvements?**

No physical improvements shall be required for the creation or conversion of an ADU. Any requirement to carry out public improvements is beyond what is required for the creation of an ADU, as per state law. For example, an applicant shall not be required to improve sidewalks, carry out street improvements, or access improvements to create an ADU. Additionally, as a condition for ministerial approval of an ADU, an applicant shall not be required to correct nonconforming zoning conditions. (Gov. Code, § 65852.2, subd. (e)(2).)

J) Renter and Owner-occupancy

- **Are rental terms required?**

Yes. Local agencies may require that the property be used for rentals of terms longer than 30 days. ADUs permitted ministerially, under subdivision (e), shall be rented for terms longer than 30 days. (Gov. Code, § 65852.2, subds. (a)(6) & (e)(4).)

- **Are there any owner-occupancy requirements for ADUs?**

No. Prior to recent legislation, ADU laws allowed local agencies to elect whether the primary dwelling or ADU was required to be occupied by an owner. The updates to state ADU law removed the owner-occupancy allowance for newly created ADUs effective January 1, 2020. The new owner-occupancy exclusion is set to expire on December 31, 2024. Local agencies may not retroactively require owner occupancy for ADUs permitted between January 1, 2020, and December 31, 2024.

However, should a property have both an ADU and JADU, JADU law requires owner-occupancy of either the newly created JADU, or the single-family residence. Under this specific circumstance, a lot with an ADU would be subject to owner-occupancy requirements. (Gov. Code, § 65852.2, subd. (a)(2).)

K) Fire Sprinkler Requirements

- **Are fire sprinklers required for ADUs?**

No. Installation of fire sprinklers may not be required in an ADU if sprinklers are not required for the primary residence. For example, a residence built decades ago would not have been required to have fire sprinklers installed under the applicable building code at the time. Therefore, an ADU created on this lot cannot be required to install fire sprinklers. However, if the same primary dwelling recently undergoes significant remodeling and is now required to have fire sprinklers, any ADU created after that remodel must likewise install fire sprinklers. (Gov. Code, § 65852.2, subds. (a)(1)(D)(xii) and (e)(3).)

Please note, for ADUs created on lots with multifamily residential structures, the entire residential structure shall serve as the “primary residence” for the purposes of this analysis. Therefore, if the multifamily structure is served by fire sprinklers, the ADU can be required to install fire sprinklers.

L) Solar Panel Requirements

- **Are solar panels required for new construction ADUs?**

Yes, newly constructed ADUs are subject to the Energy Code requirement to provide solar panels if the unit(s) is a newly constructed, non-manufactured, detached ADU. Per the California Energy Commission (CEC), the panels can be installed on the ADU or on the primary dwelling unit. ADUs 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 the Energy Code requirement to provide solar panels.

Please refer to the CEC on this matter. For more information, see the CEC's website www.energy.ca.gov. You may email your questions to: title24@energy.ca.gov, or contact the Energy Standards Hotline at 800-772-3300. CEC memos can also be found on HCD's website at <https://www.hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>.

3. Junior Accessory Dwelling Units (JADUs) – Government Code Section 65852.22

- **Are two JADUs allowed on a lot?**

No. A JADU may be created on a lot zoned for single-family residences with one primary dwelling. The JADU may be created within the walls of the proposed or existing single-family residence, including attached garages, as attached garages are considered within the walls of the existing single-family residence. Please note that JADUs created in the attached garage are not subject to the same parking protections as ADUs and could be required by the local agency to provide replacement parking.

JADUs are limited to one per residential lot with a single-family residence. Lots with multiple detached single-family dwellings are not eligible to have JADUs. (Gov. Code, § 65852.22, subd. (a)(1).)

- **Are JADUs allowed in detached accessory structures?**

No, JADUs are not allowed in accessory structures. The creation of a JADU must be within the single-family residence. As noted above, attached garages are eligible for JADU creation. The maximum size for a JADU is 500 square feet. (Gov. Code, § 65852.22, subs. (a)(1), (a)(4), and (h)(1).)

- **Are JADUs allowed to be increased up to 150 square feet when created within an existing structure?**

No. Only ADUs are allowed to add up to 150 square feet "beyond the physical dimensions of the existing accessory structure" to provide for ingress. (Gov. Code, § 65852.2, subd. (e)(1)(A)(i).)

This provision extends only to ADUs and excludes JADUs. A JADU is required to be created within the single-family residence.

- **Are there any owner-occupancy requirements for JADUs?**

Yes. There are owner-occupancy requirements for JADUs. The owner must reside in either the remaining portion of the primary residence, or in the newly created JADU. (Gov. Code, § 65852.22, subd. (a)(2).)

4. Manufactured Homes and ADUs

- **Are manufactured homes considered to be an ADU?**

Yes. An ADU is any residential dwelling unit with independent facilities and permanent provisions for living, sleeping, eating, cooking and sanitation. An ADU includes a manufactured home (Health & Saf. Code, § 18007).

Health and Safety Code section 18007, subdivision (a): **“Manufactured home,”** for the purposes of this part, means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. “Manufactured home” includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following).

5. ADUs and the Housing Element

- **Do ADUs and JADUs count toward a local agency’s Regional Housing Needs Allocation?**

Yes. Pursuant to Government Code section 65852.2 subdivision (m), and section 65583.1, ADUs and JADUs may be utilized towards the Regional Housing Need Allocation (RHNA) and Annual Progress Report (APR) pursuant to Government Code section 65400. To credit a unit toward the RHNA, HCD and the Department of Finance (DOF) utilize the census definition of a housing unit. Generally, an ADU, and a JADU with shared sanitation facilities, and any other unit that meets the census definition, and is reported to DOF as part of the DOF annual City and County Housing Unit Change Survey, can be credited toward the RHNA based on the appropriate income level. The housing element or APR must include a reasonable methodology to demonstrate the level of affordability. Local governments can track actual or anticipated affordability to assure ADUs and JADUs are counted towards the appropriate income category. For example, some local governments request and track information such as anticipated affordability as part of the building permit or other applications.

- **Is analysis required to count ADUs toward the RHNA in the housing element?**

Yes. To calculate ADUs in the housing element, local agencies must generally use a three-part approach: (1) development trends, (2) anticipated affordability and (3) resources and incentives. Development trends must consider ADUs permitted in the prior planning period and may also consider more recent trends. Anticipated affordability can use a variety of methods to estimate the affordability by income group. Common approaches include rent surveys of ADUs, using rent surveys and square footage assumptions and data available through the APR pursuant to Government Code section 65400. Resources and incentives include policies and programs to encourage ADUs, such as prototype plans, fee waivers, expedited procedures and affordability monitoring programs.

- **Are ADUs required to be addressed in the housing element?**

Yes. The housing element must include a description of zoning available to permit ADUs, including development standards and analysis of potential constraints on the development of ADUs. The element must include programs as appropriate to address identified constraints. In addition, housing elements must

include a plan that incentivizes and promotes the creation of ADUs that can offer affordable rents for very low, low-, or moderate-income households and requires HCD to develop a list of state grants and financial incentives in connection with the planning, construction and operation of affordable ADUs. (Gov. Code, § 65583 and Health & Saf. Code, § 50504.5.)

6. Homeowners Association

- **Can my local Homeowners Association (HOA) prohibit the construction of an ADU or JADU?**

No. Assembly Bill 670 (2019) and AB 3182 (2020) amended Section 4751, 4740, and 4741 of the Civil Code to preclude common interest developments from prohibiting or unreasonably restricting the construction or use, including the renting or leasing of, an ADU on a lot zoned for single-family residential use. Covenants, conditions and restrictions (CC&Rs) that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on such lots are void and unenforceable or may be liable for actual damages and payment of a civil penalty. Applicants who encounter issues with creating ADUs or JADUs within CC&Rs are encouraged to reach out to HCD for additional guidance.

7. Enforcement

- **Does HCD have enforcement authority over ADU ordinances?**

Yes. After adoption of the ordinance, HCD may review and submit written findings to the local agency as to whether the ordinance complies with state ADU law. If the local agency's ordinance does not comply, HCD must provide a reasonable time, no longer than 30 days, for the local agency to respond, and the local agency shall consider HCD's findings to amend the ordinance to become compliant. If a local agency does not make changes and implements an ordinance that is not compliant with state law, HCD may refer the matter to the Attorney General.

In addition, HCD may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify ADU law.

8. Other

- **Are ADU ordinances existing prior to new 2020 laws null and void?**

No. Ordinances existing prior to the new 2020 laws are only null and void to the extent that existing ADU ordinances conflict with state law. Subdivision (a)(4) of Government Code Section 65852.2 states an ordinance that fails to meet the requirements of subdivision (a) shall be null and void and shall apply the state standards (see Attachment 3) until a compliant ordinance is adopted. However, ordinances that substantially comply with ADU law may continue to enforce the existing ordinance to the extent it complies with state law. For example, local governments may continue the compliant provisions of an ordinance and apply the state standards where pertinent until the ordinance is amended or replaced to fully comply with ADU law. At the same time, ordinances that are fundamentally incapable of being enforced because key provisions are invalid -- meaning there is not a reasonable way to sever conflicting provisions and apply the remainder of an ordinance in a way that is consistent with state law -- would be fully null and void and must follow all state standards until a compliant ordinance is adopted.

- **Do local agencies have to adopt an ADU ordinance?**

No. Local governments may choose not to adopt an ADU ordinance. Should a local government choose to not adopt an ADU ordinance, any proposed ADU development would be only subject to standards set in state ADU law. If a local agency adopts an ADU ordinance, it may impose zoning, development, design, and other standards in compliance with state ADU law. (See Attachment 4 for a state standards checklist.)

- **Is a local government required to send an ADU ordinance to the California Department of Housing and Community Development (HCD)?**

Yes. A local government, upon adoption of an ADU ordinance, must submit a copy of the adopted ordinance to HCD within 60 days after adoption. After the adoption of an ordinance, the Department may review and submit written findings to the local agency as to whether the ordinance complies with this section. (Gov. Code, § 65852.2, subd. (h)(1).)

Local governments may also submit a draft ADU ordinance for preliminary review by HCD. This provides local agencies the opportunity to receive feedback on their ordinance and helps to ensure compliance with the new state ADU law.

- **Are charter cities and counties subject to the new ADU laws?**

Yes. ADU law applies to a local agency which is defined as a city, county, or city and county, whether general law or chartered. (Gov. Code, § 65852.2, subd. (j)(5)).

Further, pursuant to Chapter 659, Statutes of 2019 (AB 881), the Legislature found and declared ADU law as “...a matter of statewide concern rather than a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution” and concluded that ADU law applies to all cities, including charter cities.

- **Do the new ADU laws apply to jurisdictions located in the Coastal Zone?**

Yes. ADU laws apply to jurisdictions in the Coastal Zone, but do not necessarily alter or lessen the effect or application of Coastal Act resource protection policies. (Gov. Code, § 65852.22, subd. (l)).

Coastal localities should seek to harmonize the goals of protecting coastal resources and addressing housing needs of Californians. For example, where appropriate, localities should amend Local Coastal Programs for California Coastal Commission review to comply with the California Coastal Act and new ADU laws. For more information, see the [California Coastal Commission 2020 Memo](#) and reach out to the locality’s local Coastal Commission district office.

- **What is considered a multifamily dwelling?**

For the purposes of state ADU law, a structure with two or more attached dwellings on a single lot is considered a multifamily dwelling structure. Multiple detached single-unit dwellings on the same lot are not considered multifamily dwellings for the purposes of state ADU law.

Resources



Attachment 1: Statutory Changes (Strikeout/Italics and Underline)

GOV. CODE: TITLE 7, DIVISION 1, CHAPTER 4, ARTICLE 2

Combined changes from (AB 3182 Accessory Dwelling Units)

and (AB 881, AB 68 and SB 13 Accessory Dwelling Units)

(Changes noted in strikeout, underline/italics)

Effective January 1, 2021, Section 65852.2 of the Government Code is amended to read:

65852.2.

- (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:
- (A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.
- (B) (i) Impose standards on accessory dwelling units that 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 Historic Resources. These standards shall not include requirements on minimum lot size.
- (ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.
- (C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.
- (D) Require the accessory dwelling units to comply with all of the following:
- (i) The accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.
- (ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.
- (iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.
- (iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.
- (v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.
- (vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
- (vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.
- (viii) Local building code requirements that apply to detached dwellings, as appropriate.
- (ix) Approval by the local health officer where a private sewage disposal system is being used, if required.
- (x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.
- (II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
- (III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).
- (xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.
- (xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed, including any owner-occupant requirement, except that a local agency may require that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) (1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit ~~or~~ **and** one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation of 16 feet.

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(5) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(6) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) 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.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family home.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) (1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2) (A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

- (2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
- (3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.
- (4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (5) "Local agency" means a city, county, or city and county, whether general law or chartered.
- (6) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
- (7) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
- (8) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- (9) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- (10) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.
- (k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.
- (l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.
- (m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.
- (n) 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 for an accessory dwelling unit described in paragraph (1) or (2) below, 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:
- (1) The accessory dwelling unit was built before January 1, 2020.
- (2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.
- (o) This section shall remain in effect only until January 1, 2025, and as of that date is repealed.
- (Becomes operative on January 1, 2025)**

Section 65852.2 of the Government Code is amended to read (changes from January 1, 2021 statute noted in underline/italic):

65852.2.

- (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:
- (A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.
- (B) (i) Impose standards on accessory dwelling units that 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 Historic Resources. These standards shall not include requirements on minimum lot size.
- (ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.
- (C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

- (i) The accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.
 - (ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.
 - (iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.
 - (iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.
 - (v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.
 - (vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
 - (vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.
 - (viii) Local building code requirements that apply to detached dwellings, as appropriate.
 - (ix) Approval by the local health officer where a private sewage disposal system is being used, if required.
 - (x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.
 - (II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
 - (III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).
 - (xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.
 - (xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.
- (2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- (3) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.
- (4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.
- (5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.
- (6) (A) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed

accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or ~~imposed, including any owner-occupant requirement, except that~~ imposed except that, subject to subparagraph (B), a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(B) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit permitted between January 1, 2020, to January 1, 2025, during which time the local agency was prohibited from imposing an owner-occupant requirement.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) (1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit ~~or~~ and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not

more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation of 16 feet.

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency may require owner occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot, subject to the requirements of paragraph (6) of subdivision (a).

~~(4)~~ (5) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

~~(5)~~ (6) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

~~(6)~~ (7) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) 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.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision

(b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family ~~home-~~ dwelling.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the

Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) (1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2) (A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(7) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(8) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(9) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(10) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

(l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit

applications for accessory dwelling units.

(m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

(n) 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 for an accessory dwelling unit described in paragraph (1) or (2) below, 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:

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(o) This section shall ~~remain in effect only until January 1, 2025, and as of that date is repealed.~~ *become operative on January 1, 2025.*

Effective January 1, 2021, Section 4740 of the Civil Code is amended to read (changes noted in strikeout, underline/italics) (AB 3182 (Ting)):

4740.

(a) An owner of a separate interest in a common interest development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in that common interest development to a renter, lessee, or tenant unless that governing document, or amendment thereto, was effective prior to the date the owner acquired title to ~~his or~~ *her* ~~their~~ separate interest.

~~(b) Notwithstanding the provisions of this section, an owner of a separate interest in a common interest development may expressly consent to be subject to a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in the common interest development to a renter, lessee, or tenant.~~

~~(c)~~ *(b)* For purposes of this section, the right to rent or lease the separate interest of an owner shall not be deemed to have terminated if the transfer by the owner of all or part of the separate interest meets at least one of the following conditions:

(1) Pursuant to Section 62 or 480.3 of the Revenue and Taxation Code, the transfer is exempt, for purposes of reassessment by the county tax assessor.

(2) Pursuant to subdivision (b) of, solely with respect to probate transfers, or subdivision (e), (f), or (g) of, Section 1102.2, the transfer is exempt from the requirements to prepare and deliver a Real Estate Transfer Disclosure Statement, as set forth in Section 1102.6.

~~(d)~~ *(c)* Prior to renting or leasing ~~his or her~~ *their* separate interest as provided by this section, an owner shall provide the association verification of the date the owner acquired title to the separate interest and the name and contact information of the prospective tenant or lessee or the prospective tenant's or lessee's representative.

~~(e)~~ *(d)* Nothing in this section shall be deemed to revise, alter, or otherwise affect the voting process by which a common interest development adopts or amends its governing documents.

~~(f) This section shall apply only to a provision in a governing document or a provision in an amendment to a governing document that becomes effective on or after January 1, 2012.~~

Effective January 1, 2021 of the *Section 4741 is added to the Civil Code, to read (AB 3182 (Ting)):*

4741.

(a) An owner of a separate interest in a common interest development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits, has the effect of prohibiting, or unreasonably restricts the rental or leasing of any of the separate interests, accessory dwelling units, or junior accessory dwelling units in that common interest development to a renter, lessee, or tenant.

(b) A common interest development shall not adopt or enforce a provision in a governing document or amendment to a governing document that restricts the rental or lease of separate interests within a common interest to less than 25 percent of the separate interests. Nothing in this subdivision prohibits a common interest development from adopting or enforcing a provision authorizing a higher percentage of separate interests to be rented or leased.

(c) This section does not prohibit a common interest development from adopting and enforcing a provision in a

governing document that prohibits transient or short-term rental of a separate property interest for a period of 30 days or less.

(d) For purposes of this section, an accessory dwelling unit or junior accessory dwelling unit shall not be construed as a separate interest.

(e) For purposes of this section, a separate interest shall not be counted as occupied by a renter if the separate interest, or the accessory dwelling unit or junior accessory dwelling unit of the separate interest, is occupied by the owner.

(f) A common interest development shall comply with the prohibition on rental restrictions specified in this section on and after January 1, 2021, regardless of whether the common interest development has revised their governing documents to comply with this section. However, a common interest development shall amend their governing documents to conform to the requirements of this section no later than December 31, 2021.

(g) A common interest development that willfully violates this section shall be liable to the applicant or other party for actual damages, and shall pay a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars (\$1,000).

(h) In accordance with Section 4740, this section does not change the right of an owner of a separate interest who acquired title to their separate interest before the effective date of this section to rent or lease their property.

Effective January 1, 2020, Section 65852.22 of the Government Code ~~is~~ was amended to read (AB 68 (Ting)):
65852.22.

(a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:

(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

(2) Require owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:

(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(4) Require a permitted junior accessory dwelling unit to be constructed within the walls of proposed or existing single-family residence.

(5) Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the proposed or existing single-family residence.

(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:

(A) A cooking facility with appliances.

(B) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(b) (1) An ordinance shall not require additional parking as a condition to grant a permit.

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine if the junior accessory dwelling unit complies with applicable building standards.

(c) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. The permitting agency shall act on the application to create a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family dwelling on the lot. If the permit application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.

(d) For purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit or not.

(e) For purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(f) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(g) If a local agency has not adopted a local ordinance pursuant to this section, the local agency shall ministerially approve a permit to construct a junior accessory dwelling unit that satisfies the requirements set forth in subparagraph (A) of paragraph (1) of subdivision (e) of Section 65852.2 and the requirements of this section.

(h) For purposes of this section, the following terms have the following meanings:

(1) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

Effective January 1, 2020 Section 17980.12 is was added to the Health and Safety Code, immediately following Section 17980.11, to read (SB 13 (Wieckowski)):

17980.12.

(a) (1) An enforcement agency, until January 1, 2030, that issues to an owner of an accessory dwelling unit described in subparagraph (A) or (B) below, a notice to correct a violation of any provision of any building standard pursuant to this part shall include in that notice a statement that the owner of the unit has a right to request a delay in enforcement pursuant to this subdivision:

(A) The accessory dwelling unit was built before January 1, 2020.

(B) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(2) The owner of an accessory dwelling unit that receives a notice to correct violations or abate nuisances as described in paragraph (1) may, in the form and manner prescribed by the enforcement agency, submit an application to the enforcement agency requesting that enforcement of the violation be delayed for five years on the basis that correcting the violation is not necessary to protect health and safety.

(3) The enforcement agency shall grant an application described in paragraph (2) if the enforcement determines that correcting the violation is not necessary to protect health and safety. In making this determination, the enforcement agency shall consult with the entity responsible for enforcement of building standards and other regulations of the State Fire Marshal pursuant to Section 13146.

(4) The enforcement agency shall not approve any applications pursuant to this section on or after January 1, 2030. However, any delay that was approved by the enforcement agency before January 1, 2030, shall be valid for the full term of the delay that was approved at the time of the initial approval of the application pursuant to paragraph (3).

(b) For purposes of this section, "accessory dwelling unit" has the same meaning as defined in Section 65852.2.

(c) This section shall remain in effect only until January 1, 2035, and as of that date is repealed.

GOV. CODE: TITLE 7, DIVISION 1, CHAPTER 4, ARTICLE 2
AB 587 Accessory Dwelling Units

Effective January 1, 2020 Section 65852.26 ~~is~~ was added to the Government Code, immediately following Section 65852.25, to read (AB 587 (Friedman)):

65852.26.

(a) Notwithstanding clause (i) of subparagraph (D) of paragraph (1) of subdivision (a) of Section 65852.2, a local agency may, by ordinance, allow an accessory dwelling unit to be sold or conveyed separately from the primary residence to a qualified buyer if all of the following apply:

- (1) The property was built or developed by a qualified nonprofit corporation.
- (2) There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code.
- (3) The property is held pursuant to a recorded tenancy in common agreement that includes all of the following:
 - (A) The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling each qualified buyer occupies.
 - (B) A repurchase option that requires the qualified buyer to first offer the qualified nonprofit corporation to buy the property if the buyer desires to sell or convey the property.
 - (C) A requirement that the qualified buyer occupy the property as the buyer's principal residence.
 - (D) Affordability restrictions on the sale and conveyance of the property that ensure the property will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.
- (4) A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed pursuant to Section 480.3 of the Revenue and Taxation Code.
- (5) Notwithstanding subparagraph (A) of paragraph (2) of subdivision (f) of Section 65852.2, if requested by a utility providing service to the primary residence, the accessory dwelling unit has a separate water, sewer, or electrical connection to that utility.

(b) For purposes of this section, the following definitions apply:

- (1) "Qualified buyer" means persons and families of low or moderate income, as that term is defined in Section 50093 of the Health and Safety Code.
- (2) "Qualified nonprofit corporation" means a nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

CIVIL CODE: DIVISION 4, PART 5, CHAPTER 5, ARTICLE 1
AB 670 Accessory Dwelling Units

Effective January 1, 2020, Section 4751 ~~is~~ was added to the Civil Code, to read (AB 670 (Friedman)):

4751.

- (a) Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of any interest in a planned development, and any provision of a governing document, that either effectively prohibits or unreasonably restricts the construction or use of an accessory dwelling unit or junior accessory dwelling unit on a lot zoned for single-family residential use that meets the requirements of Section 65852.2 or 65852.22 of the Government Code, is void and unenforceable.
- (b) This section does not apply to provisions that impose reasonable restrictions on accessory dwelling units or junior accessory dwelling units. For purposes of this subdivision, "reasonable restrictions" means restrictions that do not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability

to otherwise construct, an accessory dwelling unit or junior accessory dwelling unit consistent with the provisions of Section 65852.2 or 65852.22 of the Government Code.

GOV. CODE: TITLE 7, DIVISION 1, CHAPTER 3, ARTICLE 10.6

AB 671 Accessory Dwelling Units

Effective January 1, 2020, Section 65583(c)(7) of the Government Code ~~is~~ was added to read (sections of housing element law omitted for conciseness) (AB 671 (Friedman)):

65583(c)(7).

Develop a plan that incentivizes and promotes the creation of accessory dwelling units that can be offered at affordable rent, as defined in Section 50053 of the Health and Safety Code, for very low, low-, or moderate-income households. For purposes of this paragraph, "accessory dwelling units" has the same meaning as "accessory dwelling unit" as defined in paragraph (4) of subdivision (i) of Section 65852.2.

Effective January 1, 2020, Section 50504.5 ~~is~~ was added to the Health and Safety Code, to read (AB 671 (Friedman)):

50504.5.

(a) The department shall develop by December 31, 2020, a list of existing state grants and financial incentives for operating, administrative, and other expenses in connection with the planning, construction, and operation of an accessory dwelling unit with affordable rent, as defined in Section 50053, for very low, low-, and moderate-income households.

(b) The list shall be posted on the department's internet website by December 31, 2020.

(c) For purposes of this section, "accessory dwelling unit" has the same meaning as defined in paragraph (4) of subdivision (i) of Section 65852.2 of the Government Code.

Attachment 2: State Standards Checklist

YES/NO	STATE STANDARD*	GOVERNMENT CODE SECTION
	Unit is not intended for sale separate from the primary residence and may be rented.	65852.2(a)(1)(D)(i)
	Lot is zoned for single-family or multifamily use and contains a proposed, or existing, dwelling.	65852.2(a)(1)(D)(ii)
	The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure, or detached from the proposed or existing dwelling and located on the same lot as the proposed or existing primary dwelling.	65852.2(a)(1)(D)(iii)
	Increased floor area of an attached accessory dwelling unit does not exceed 50 percent of the existing primary dwelling but shall be allowed to be at least 800/850/1000 square feet.	65852.2(a)(1)(D)(iv), (c)(2)(B) & C)
	Total area of floor area for a detached accessory dwelling unit does not exceed 1,200 square feet.	65852.2(a)(1)(D)(v)
	Passageways are not required in conjunction with the construction of an accessory dwelling unit.	65852.2(a)(1)(D)(vi)
	Setbacks are not required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.	65852.2(a)(1)(D)(vii)
	Local building code requirements that apply to detached dwellings are met, as appropriate.	65852.2(a)(1)(D)(viii)
	Local health officer approval where a private sewage disposal system is being used, if required.	65852.2(a)(1)(D)(ix)
	Parking requirements do not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on an existing driveway.	65852.2(a)(1)(D)(x)(I)

Attachment 3: Bibliography

[ACCESSORY DWELLING UNITS: CASE STUDY](#) (26 pp.)

By the United States Department of Housing and Urban Development, Office of Policy Development and Research. (2008)

Introduction: Accessory dwelling units (ADUs) — also referred to as accessory apartments, ADUs, or granny flats — are additional living quarters on single-family lots that are independent of the primary dwelling unit. The separate living spaces are equipped with kitchen and bathroom facilities and can be either attached or detached from the main residence. This case study explores how the adoption of ordinances, with reduced regulatory restrictions to encourage ADUs, can be advantageous for communities. Following an explanation of the various types of ADUs and their benefits, this case study provides examples of municipalities with successful ADU legislation and programs. Section titles include: History of ADUs; Types of Accessory Dwelling Units; Benefits of Accessory Dwelling Units; and Examples of ADU Ordinances and Programs.

[THE MACRO VIEW ON MICRO UNITS](#) (46 pp.)

By Bill Whitlow, et al. – Urban Land Institute (2014)
Library Call #: H43 4.21 M33 2014

The Urban Land Institute Multifamily Housing Councils were awarded a ULI Foundation research grant in fall 2013 to evaluate from multiple perspectives the market performance and market acceptance of micro and small units.

[SECONDARY UNITS AND URBAN INFILL: A Literature Review](#) (12 pp.)

By Jake Wegmann and Alison Nemirow (2011)
UC Berkeley: IURD
Library Call # D44 4.21 S43 2011

This literature review examines the research on both infill development in general, and secondary units in particular, with an eye towards understanding the similarities and differences between infill as it is more traditionally understood – i.e., the development or redevelopment of entire parcels of land in an already urbanized area – and the incremental type of infill that secondary unit development constitutes.

[RETHINKING PRIVATE ACCESSORY DWELLINGS](#) (5 pp.)

By William P. Macht. Urbanland online. (March 6, 2015)
Library Location: Urbanland 74 (1/2) January/February 2015, pp. 87-91.

One of the large impacts of single-use, single-family detached zoning has been to severely shrink the supply of accessory dwellings, which often were created in or near primary houses. Detached single-family dwelling zones—the largest housing zoning category—typically preclude more than one dwelling per lot except under stringent regulation, and then only in some jurisdictions. Bureaucratically termed “accessory dwelling units” that are allowed by some jurisdictions may encompass market-derived names such as granny flats, granny cottages, mother-in-law suites, secondary suites, backyard cottages, casitas, carriage flats, sidekick houses, basement apartments, attic apartments, laneway houses, multigenerational homes, or home-within-a-home.

[Regulating ADUs in California: Local Approaches & Outcomes](#) (44 pp.)

By Deidra Pfeiffer
Turner Center for Housing and Innovation, UC Berkeley

Accessory dwelling units (ADU) are often mentioned as a key strategy in solving the nation's housing problems, including housing affordability and challenges associated with aging in place. However, we know little about whether formal ADU practices—such as adopting an ordinance, establishing regulations, and permitting—contribute to these goals. This research helps to fill this gap by using data from the Turner California Residential Land Use Survey and the U.S. Census Bureau to understand the types of communities engaging in different kinds of formal ADU practices in California, and whether localities with adopted ordinances and less restrictive regulations have more frequent applications to build ADUs and increasing housing affordability and aging in place. Findings suggest that three distinct approaches to ADUs are occurring in California: 1) a more restrictive approach in disadvantaged communities of color, 2) a moderately restrictive approach in highly advantaged, predominately White and Asian communities, and 3) a less restrictive approach in diverse and moderately advantaged communities. Communities with adopted ordinances and less restrictive regulations receive more frequent applications to build ADUs but have not yet experienced greater improvements in housing affordability and aging in place. Overall, these findings imply that 1) context-specific technical support and advocacy may be needed to help align formal ADU practices with statewide goals, and 2) ADUs should be treated as one tool among many to manage local housing problems.

[ADU Update: Early Lessons and Impacts of California's State and Local Policy Changes](#) (8 p.)

By David Garcia (2017)
Turner Center for Housing and Innovation, UC Berkeley

As California's housing crisis deepens, innovative strategies for creating new housing units for all income levels are needed. One such strategy is building Accessory Dwelling Units (ADUs) by private homeowners. While large scale construction of new market rate and affordable homes is needed to alleviate demand-driven rent increases and displacement pressures, ADUs present a unique opportunity for individual homeowners to create more housing as well. In particular, ADUs can increase the supply of housing in areas where there are fewer opportunities for larger-scale developments, such as neighborhoods that are predominantly zoned for and occupied by single-family homes.

In two of California's major metropolitan areas -- Los Angeles and San Francisco -- well over three quarters of the total land area is comprised of neighborhoods where single-family homes make up at least 60 percent of the community's housing stock. Across the state, single-family detached units make up 56.4 percent of the overall housing stock. Given their prevalence in the state's residential land use patterns, increasing the number of single-family homes that have an ADU could contribute meaningfully to California's housing shortage.

[Jumpstarting the Market for Accessory Dwelling Units: Lessons Learned from Portland, Seattle and Vancouver](#) (29 pp.)

By Karen Chapple et al (2017)
Turner Center for Housing and Innovation, UC Berkeley

Despite government attempts to reduce barriers, a widespread surge of ADU construction has not materialized. The ADU market remains stalled. To find out why, this study looks at three cities in the Pacific Northwest of the United States and Canada that have seen a spike in construction in recent years: Portland, Seattle, and Vancouver. Each city has adopted a set of zoning reforms, sometimes in combination with financial incentives and outreach programs, to spur ADU construction. Due to these changes, as well as the acceleration of the housing crisis in each city, ADUs have begun blossoming.

[Accessory Dwelling Units as Low-Income Housing: California's Faustian Bargain](#) (37 pp.)

By Darrel Ramsey-Musolf (2018)

University of Massachusetts Amherst, ScholarWorks@UMass Amherst

In 2003, California allowed cities to count accessory dwelling units (ADU) towards low-income housing needs. Unless a city's zoning code regulates the ADU's maximum rent, occupancy income, and/or effective period, then the city may be unable to enforce low-income occupancy. After examining a stratified random sample of 57 low-, moderate-, and high-income cities, the high-income cities must proportionately accommodate more low-income needs than low-income cities. By contrast, low-income cities must quantitatively accommodate three times the low-income needs of high-income cities. The sample counted 750 potential ADUs as low-income housing. Even though 759 were constructed, no units were identified as available low-income housing. In addition, none of the cities' zoning codes enforced low-income occupancy. Inferential tests determined that cities with colleges and high incomes were more probable to count ADUs towards overall and low-income housing needs. Furthermore, a city's count of potential ADUs and cities with high proportions of renters maintained positive associations with ADU production, whereas a city's density and prior compliance with state housing laws maintained negative associations. In summary, ADUs did increase local housing inventory and potential ADUs were positively associated with ADU production, but ADUs as low-income housing remained a paper calculation.

Other important considerations for ADU's and JADU's

Can the City require design and development standards?

The City may apply development and design standards that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on Historic Resources. However, these standards shall be sufficiently objective to allow ministerial review of an ADU.

Is there a limit on the number of bedrooms?

State ADU law does not allow for the limitation on the number of bedrooms of an ADU. A limit on the number of bedrooms could be construed as a discriminatory practice towards protected classes, such as familial status, and would be considered a constraint on the development of ADUs. The current code does not have a limitation on bedrooms and the new code need not include limits, however the code may include overall size limits.

Can a non-habitable accessory structure be converted into an ADU?

The conversion of garages, sheds, barns, carports and other existing accessory structures, either attached or detached from the primary dwelling, into ADUs is permitted (*and promoted through the state ADU law*). The structure must meet standards for Health & Safety and shall be required to be converted to a habitable structure through the typical construction permit process. No changes to the existing code need to be considered for this directive as the City code does not prohibit the legal conversion of existing accessory structures so long as the conversion is completed with an approved construction permit and is consistent with building and zoning standards.

Are JADU's allowed within detached structures?

JADUs are not allowed in accessory structures. The creation of a JADU must be within the single-family residence or within an attached garage. The maximum size for a JADU is 500 square feet

Can the City require public improvements for the construction of an ADU?

No physical public improvements shall be required for the creation or conversion of an ADU. Any requirement to carry out public improvements is beyond what is required for the creation of an ADU, as per state law. For example, an applicant shall not be required to improve sidewalks, carry out street improvements, or access improvements to create an ADU. Additionally, as a condition for ministerial approval of an ADU, an applicant shall not be required to correct nonconforming zoning conditions. **A clarification to the City code will need be incorporated** to implement this.

HCD has enforcement authority over ADU ordinances

After adoption of an ADU ordinance, HCD may review and submit written findings to the local agency as to whether the ordinance complies with state ADU law. If

the local agency's ordinance does not comply, HCD must provide a reasonable time, no longer than 30 days, for the local agency to respond, and the local agency shall consider HCD's findings to amend the ordinance to become compliant. Staff will be working with a consultant who is familiar with the HCD requirements to review our draft for HCD compliance prior to bringing the ordinance forward for adoption.

Is the current City Code null and void?

Ordinances existing prior to the new 2020 laws are only null and void to the extent that existing ADU ordinances conflict with state law as identified above. Ordinances that substantially comply with ADU law may continue to enforce the existing ordinance to the extent it complies with state law. For example, local governments may continue the compliant provisions of an ordinance and apply the state standards where pertinent until the ordinance is amended or replaced to fully comply with ADU law.

Do local agencies have to adopt an ADU Ordinance?

Local governments may choose not to adopt an ADU ordinance. Should a local government choose to not adopt an ADU ordinance, any proposed ADU development would be only subject to standards set in state ADU law. If a local agency adopts an ADU ordinance, it may impose zoning, development, design, and other standards in compliance with state ADU law.



Atascadero City Council

Staff Report - City Manager's Office

Labor Agreements and Salary Schedules for Fiscal Years 2021-2022, 2022-2023 & 2023-2024

RECOMMENDATIONS:

Council:

1. Approve the Memorandum of Understanding for Atascadero Police Association.
2. Approve the Memorandum of Understanding for Atascadero Professional Firefighters Local 3600.
3. Approve the Memorandum of Understanding for, Mid-Management/Professional Employees.
4. Approve the Side Letter of Agreement for the Local 620 Service Employees International Union.
5. Adopt Draft Resolution for Non-Represented Professional and Management Workers and Confidential Employees.
6. Approve the City Manager Employment Agreement Amendment.
7. Approve the Salary Schedule for Fiscal Years 2021-2022, 2022-2023, & 2023-2024.

DISCUSSION:

Memorandums of Understanding (MOUs) are agreements between the City and the employee associations that set specific language regarding wages, benefits, and working conditions. The City typically enters into an MOU with each of the four bargaining units and adopts a resolution for those full-time employees that are not a part of a bargaining unit.

Current MOUs for the Atascadero Police Association (APA), Atascadero Professional Firefighters Local 3600 (APFA), the Mid-Management/Professional Employees Association (MMPEA) and the Resolution for Non-Represented Professional and Management Workers and Confidential Employees expired on June 30, 2021. Local 620 Service Employees International Union (SEIU) has a three year contract that was approved in July of 2021, but called for inequity adjustments to be determined at a later date. CalPERS requires the City to adopt a current salary schedule.

Employee Retention

The City has been able to stay within its financial constraints with the cooperation of its employees. The employees are used to doing more with less and this often carries over into salaries and wages. The City is consistently the lowest or amongst the lowest in total compensation for most positions at the City. While compensation is often not the only reason an employee chooses to work for an employer, when there are significant differences in pay, it is an important consideration. Because the cost of living is high in the area, and neighboring jurisdictions are able to pay more, the City's low wages are often a barrier to attracting, hiring and most importantly retaining professional employees. This has a large effect on City operations as vacancies lead to even lower staffing levels, inefficiencies and additional incurred costs as new employees are trained.

Prior to the current labor shortage, the City often had recruitments where the City did not receive a single qualified applicant. The City's ability to attract qualified employees has only been exacerbated by COVID and the labor shortage. After sometimes two or more recruitments, the City must try to re-organize, find a way to contract out, or hire someone at a lower level and provide significant training.

Atascadero's financial hardships have had a devastating effect on employee retention. The inability to offer competitive salaries with neighboring agencies has resulted in the loss of many quality, experienced employees from every department in the City. Employee attraction and retention has become a crisis in most departments in the City. Losses of key employees with institutional knowledge cause delays, inefficiencies and additional overtime costs in order to complete the work needed to provide services to our City.

As part of the extensive outreach effort for Measure D-20, facilitators asked a series of questions to help guide the Council in setting priorities. Responses relating to having adequate staffing were one of the top responses as shown in the word clouds below.

[illegible][illegible]

[illegible]

Key Focus Area: Staffing

- *Hire, Grow and Retain*
 - *Salary*
 - *Training/development*
 - *Hire for heart (consider local)*
 - *Resources and support for staff*
- *Need a sufficient number of staff and capacity to achieve our priorities*
- *Optimization of processes*

- Hire and retain an adequate number of staff to achieve our priorities
- Complete an essentialism evaluation of each department

- Provide competitive salaries/benefits and appropriate classifications for all employees
- Provide opportunities for employee growth & succession
- Explore other retention and attraction strategies
- Provide training and professional development opportunities
- Hire for heart
- Encourage growth and development of local workforce
 - Expand PD explorer program
- Explore a wider City employee recognition/commendation program
- Work to insure that employees have the tools necessary to do their job

Beyond Year 2 Action Items

- Create a long-term strategy to keep employee salaries and benefits competitive
 - Continue to maintain and look for opportunities to enhance other hiring, retention employee growth and development programs
- Create a long-term plan for staffing based on projected changes to workload as community grows/demands change

The labor agreement changes reflect the need to pay all positions in the City competitive wages in order to retain and attract professional employees dedicated to providing effective, cost efficient and premier services to the community. Negotiations with each of the bargaining units have concluded and outlined below are the changes to each of the labor agreements.

Fire MOU:

- Three Year Agreement
- Effective July 1, 2021:
 - All Employees covered by the MOU shall receive a 5% salary increase; and
 - Removed Haz Mat Specialist 2% pay; and
 - Added Specialist I and Specialist II assignments and pay; and
 - Added language and pay for medical treatments related to on-the-job injuries that are during scheduled work hours; and
 - Added a 457 contribution for employees that have been with the City for 10 years or more. \$50 per year of service will be deposited into the employee's 457 account; and
 - Increased the amount of vacation for employees that have been with the City for 15 years or more to 10.26 shifts per year, and for employees that have 20 years or more with the City to 11.20 shifts per year (similar to existing language in other bargaining units); and
 - Increased term life insurance coverage to \$50,000; and
 - Added language agreeing to administer, at no cost to the City, a Retiree Medical Expense Reimbursement Plan;
 - Added other minor amendments.
- Effective July 1, 2022:
 - All Employees covered by the MOU shall receive a 4% salary increase
 - Increased the 457 contribution for employees that have been with the City for 10 years or longer to \$100 per year of service.

- Effective July 1, 2023:
 - All Employees covered by the MOU shall receive a 3.5% salary increase

Police MOU:

- Three Year Agreement
- Effective July 1, 2021:
 - All Employees covered by the MOU shall receive a 5% salary increase; and
 - Identified positions will receive additional adjustments ranging from 2.5% to 12.5% based on much below the average pay in the County is for that position; and
 - Added a 457 contribution for employees that have been with the City for 10 years or more. \$50 per year of service will be deposited into the employee's 457 account; and
 - Changed incentive pay to include a 50/50 matching reimbursement for gym and fitness training costs; and
 - Added language providing police recruit academy housing reimbursement up to \$600 per month for duration of participation in the POST Academy
 - Added language providing up to four counseling sessions per year for each employee.
- Effective July 1, 2022:
 - All Employees covered by the MOU shall receive a 5% salary increase
 - Increased the 457 contribution for employees that have been with the City for 10 years or longer to \$100 per year of service.
- Effective July 1, 2023:
 - All Employees covered by the MOU shall receive a 5% salary increase

Mid-Management MOU:

- Three Year Agreement
- Effective July 1, 2021:
 - All Employees covered by the MOU shall receive a 5% salary increase; and
 - Identified positions will receive additional adjustments ranging from 2.5% to 10.0% based on much below the average pay in the County is for that position; and
 - Added a 457 contribution for employees that have been with the City for 10 years or more. \$50 per year of service will be deposited into the employee's 457 account; and
- Effective July 1, 2022:
 - All Employees covered by the MOU shall receive a 4% salary increase
 - Increased the 457 contribution for employees that have been with the City for 10 years or longer to \$100 per year of service.
- Effective July 1, 2023:
 - All Employees covered by the MOU shall receive a 3.5% salary increase

Management and Confidential Resolution:

- Three Year Agreement
- Effective July 1, 2021:
 - All Employees covered by the MOU shall receive a 5% salary increase; and
 - Identified positions will receive additional adjustments ranging from 2.5% to 10.0%; and
 - Added a 457 contribution for employees that have been with the City for 10 years or more. \$50 per year of service will be deposited into the employee's 457 account; and
- Effective July 1, 2022:
 - All Employees covered by the MOU shall receive a 4% salary increase
 - Increased the 457 contribution for employees that have been with the City for 10 years or longer to \$100 per year of service.
- Effective July 1, 2023:
 - All Employees covered by the MOU shall receive a 3.5% salary increase

City Manager Contract:

- Effective July 1, 2021:
 - Reduced auto allowance by \$200 per month; and
 - Reduced City contribution to 457 plan by \$1,000 per month; and
 - Eliminated selected other reimbursements; and
 - Other clarifications and minor changes;
 - Note: The City Manager does receive increases as outlined in the management and confidential MOU.

SEIU Side Letter:

- SEIU entered into an MOU in July 2021. This side letter distributes the inequity adjustment included in the July 2021 MOU along with other changes.
- Effective July 1, 2021:
 - All Employees covered by the MOU shall receive a 5% salary increase (changed from 4.5%); and
 - Identified positions will receive additional adjustments ranging from 2.5% to 10.0%; and
 - Added a 457 contribution for employees that have been with the City for 10 years or more as part of the MOU adoption in July 2021. \$50 per year of service will be deposited into the employee's 457 account.
- Effective July 1, 2022:
 - All Employees covered by the MOU shall receive a 4% salary increase (changed from 3.75%); and
 - Increased the 457 contribution for employees that have been with the City for 10 years or longer to \$100 per year of service as part of the MOU adoption in July 2021.

- No change to MOU for Fiscal Year 2023-2024. All Employees covered by the MOU shall receive a 3.5% salary increase.

CalPERS requires the City to adopt a current salary schedule. The attached salary schedule (Attachment 7) reflects the changes proposed in the MOUs being considered tonight, along with changes from the SEIU MOU adopted in July.

FISCAL IMPACT:

For Fiscal year 2021-2022, it is estimated that catch-up salary adjustments will cost approximately \$1.5 million. Each of the additional years is expected to cost an additional \$650,000 - \$700,000.

ATTACHMENTS:

1. Memorandum of Understanding for Atascadero Police Association
2. Memorandum of Understanding for Atascadero Professional Firefighters Local 3600
3. Memorandum of Understanding Mid-Management/Professional Employees
4. Side Letter of Agreement for Local 620Service Employees International Union
5. Draft Resolution for Non-Represented Professional and Management Workers and Confidential Employees
6. City Manager Employment Agreement Amendment
7. Citywide Salary Schedules for 2021-2022, 2022-2023 and 2023-2024

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

ATASCADERO POLICE ASSOCIATION

AND

CITY OF ATASCADERO

JULY 1, ~~2018-2021~~ THROUGH JUNE 30, ~~2020~~2024

ARTICLE I - GENERAL PROVISIONS

SECTION 1.1 PREAMBLE

This Memorandum of Understanding is made and entered into between the City of Atascadero, hereinafter referred to as the "City" and the Atascadero Police Association, hereinafter referred to as the "Association" pursuant to California Government Code Section 3500, et seq. and the City's Employer - Employee Relations Policy. The purpose of this Memorandum of Understanding (MOU) is the establishment of wages, hours and other terms and conditions of employment.

The City and Association agree that the provisions of this MOU shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age, national origin, political or religious affiliations or association memberships. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

SECTION 1.2 RECOGNITION

- a. The City of Atascadero recognizes the Association as the recognized and exclusive representative for the following positions:

Police Officer Classification

- Police Officer
- Police Officer – Intermediate POST
- Police Officer – Advanced POST

Police Corporal Classification

- Police Corporal
- Police Corporal – Intermediate POST
- Police Corporal – Advanced POST

Police Sergeant Classification

- Police Sergeant
- Police Sergeant – Advanced POST
- Police Sergeant – Supervisory POST

Property Evidence Specialist Classification

- ~~Property Evidence Specialist~~
- ~~Property Evidence Specialist – EMD~~
- Senior Property Evidence Specialist
- Senior Property Evidence Specialist - EMD

Support Services Classification

- ~~Police-Lead~~ Records Technician
- Public Safety Dispatcher
- Public Safety Dispatcher - EMD
- Public Safety Lead Dispatcher

- Public Safety Lead Dispatcher — EMD
- ~~Support Services Supervisor~~
- ~~Support Services Supervisor~~

DRAFT

Other Classifications

- Police Officer- Recruit
- Community Services Officer
- Code Enforcement Officer

For purposes of this MOU, positions with a POST or EMD designation are hereinafter included in any reference to Police Officer, Police Corporal, Police Sergeant, ~~Property Evidence Specialist~~, Senior Property Evidence Specialist, Public Safety Dispatcher, and Public Safety Lead Dispatcher. ~~and Public Safety Dispatch Supervisor.~~

- b. This recognition is exclusive of management employees and temporary employees.
- c. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), and as provided under the City's Employer-Employee Relations Policy.

SECTION 1.3 SEVERANCE

- a. If any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision shall be severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- b. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Association agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the Agreement and shall not in any way modify or impact the remaining provisions of the existing MOU.

SECTION 1.4 SOLE AGREEMENTS

- a. The City and the Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- b. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become part of this MOU and subject to its terms.

SECTION 1.5 FULL FORCES AND EFFECT

- a. All wages, hours, and terms and conditions of employment that are negotiable subjects of

bargaining under the Meyers-Milias-Brown Act, including those set in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.

- b. The City will abide by the Meyers-Milias-Brown Act where and when it applies to the Association.

ARTICLE II - RESPECTIVE RIGHTS

SECTION 2.1 ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- a. Reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council.
- b. Reasonable use of one bulletin board at the Atascadero Police Department.
- c. The right to payroll deductions made for payments or organization dues and for City approved programs.
- d. The use of City facilities for regular, normal and lawful Association activities, providing that approval of the City Manager or his/her designee has been obtained.
- e. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

SECTION 2.2 CITY RIGHTS

- a. The authority of the City includes, but is not limited to, the exclusive right to determine the standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for "just cause"; relieve its employees from duty because of lack of work or for other legitimate reason; maintain the efficiency of governmental operations; determine the methods, staffing and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organizations and the technology of performing its work provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the consequences or impact that decisions on these matters may have on wage, hours and other terms of employment.

SECTION 2.3 PEACEFUL PERFORMANCE

- a. The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the City of Atascadero. Association agrees that under no circumstances will the Association recommend, encourage, cause or promote its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as "work-stoppage") in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have risen to such work stoppage until said work stoppage has ceased.
- b. In the event of any work stoppage during the term of this MOU, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notices shall be served upon the City. If in the event of any work stoppage the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress, including damages, against any such employees.

ARTICLE III - HOURS OF WORK AND OVERTIME

SECTION 3.1 HOURS OF WORK

a. Work Period

In general, employees shall be scheduled to work consecutive days on and consecutive days off. Work schedule changes (e.g., from 5/8 to 4/10, 3/12 or 9/80) require a 30-day notice by the Chief of Police or their designee or the Association. Either party may request a change in work schedules by written notification at least thirty (30) days in advance of proposed changes. The normal work period, pursuant to Section 207 (k) of the Fair Labor Standards Act, shall be fourteen (14) days. All hours worked in excess of the employee's regularly recurring 80-hour biweekly work schedule shall be paid at the overtime rate of one and one-half the employee's regular rate of pay.

b. Mealtime

Mealtime for shift employees is thirty (30) minutes of paid time.

c. Mealtime Call-out for Shift Employees

Mealtime may be taken during the shift if the workload permits and as authorized and scheduled by the shift supervisor. Shift employees receive mealtime as paid time, and therefore shift employee shall be subject to call out during mealtime.

d. Rest Periods

Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four- (4) hours worked. Rest periods are not to be construed as mealtime. Insofar as practical, rest periods shall be in the middle of each work period. Rest periods cannot be used in conjunction with a meal periods, nor may rest periods be taken during the employee's first or last scheduled hour of work.

e. Missed Rest Periods and Mealtime

Rest periods are paid time; therefore nothing in this section provides for or implies any additional compensation or benefits if a rest period is not taken. Mealtime is paid time, therefore nothing in this section provides for or implies any additional compensation or benefit if a meal period is not completed or taken.

f. Medical Attention for On-the-Job Injuries

Employees shall make reasonable attempts to schedule all medical treatment related to on-the-job injuries during non-scheduled work hours. Medical treatment for on-the-job injuries that are required during scheduled work hours shall be paid time. Medical appointments during normal scheduled work hours should be coordinated with the employee's supervisor so the best interests of the department are maintained. At no point will the employee be compensated for medical appointments that are not during his/her normal work shift; nor will employees receive overtime for attending medical appointments.

g. Definition of Shift Employees

Shift employees that are assigned to positions in which duties are performed on a twenty-four (24) hour day, seven (7) days a week basis shall include all classifications identified Section 1.2 of this MOU.

h. Shift Trade

Employees of equal rank will be allowed to trade shifts from time to time as long as the following criteria are met:

1. The trade does not adversely impact the Department's operating needs.
2. The trade does not result in the payment of overtime to the trading employees.
3. The trade is by mutual consent of the employees involved.
4. The trade request must be submitted in writing to the employees supervisor, signed by both employees and approved by the Police Chief or his/her designee.
5. The trade days occur within the same pay period.

SECTION 3.2 OVERTIME

a. Rate

Employees shall be paid overtime at the rate of time and one-half his/her regular rate of pay. All overtime shall be recorded and paid in the following manner:

1 to 15 minutes, overtime compensation – ¼ hour
16 to 30 minutes, overtime compensation – ½ hour
31 to 45 minutes, overtime compensation – ¾ hour
46 to 60 minutes, overtime compensation – 1 hour

b. Hours Paid

Paid time off shall be considered time worked for overtime purposes.

c. Compensatory Time (CT)

Notwithstanding the provisions of this section, employees may be granted CT for overtime credit computed at time and one-half at the mutual convenience of the Police Department and the employee. Employees may accumulate a maximum of one hundred and twenty (120) hours in their CT account.

d. Scheduling Compensatory Time

Requests to use CT shall be granted with due regard for operational necessity such as staffing levels.

e. Schools/Training/Qualifications/Department Meetings

Overtime for Police Officers, Police Corporals or Police Sergeants as the result of Department-wide training and meetings authorized by the Chief of Police will be compensated at the time and one-half overtime rate.

Hours traveling, studying, or evening classes shall be paid in accordance with all FLSA provisions.

Travel time for mandatory or department assigned travel events shall be compensated as follows:

When an employee is required to travel outside of San Luis Obispo County, the employee will be compensated for their time spent in travel as paid time. Time spent in travel shall be measured by the difference in the time normally required to travel between the employee's home and the regularly assigned workplace and the time between home and the temporary worksite. Whenever possible the employee's work schedule should be adjusted within the two week work period to accommodate this travel time as straight paid time. Any time spent in travel in excess of the 80 hours shall be compensated as overtime.

Travel time for employee-requested, promotional or other voluntary training shall be compensated as follows:

When an employee is required to travel outside of San Luis Obispo County, the employee may be compensated for their time spent in travel as paid time when the travel time can be accommodated within the employee's 80 hour work-period. Time spent in travel shall be measured by the difference in the time normally required to travel between the employee's home and the regularly assigned workplace and the time between home and the temporary worksite. When it meets the needs of the department, the employee's work schedule should be adjusted within the two week work period to accommodate this travel time as straight paid time. Any time spent in travel for voluntary training in excess of the 80 hour two week work period shall not be compensated.

SECTION 3.3 CALLBACK PAY

Employees who are called to duty at a time they are not working shall be compensated a minimum compensation of two (2) hours at time and one-half rate of pay.

SECTION 3.4 COURT TIME/STANDBY TIME

- a. Employees assigned standby duty shall receive fifty dollars (\$50.00) for each day of standby duty. A day is defined as a 24 hour period.
- b. Employees placed on standby by the court at a time they are not working shall be compensated at the rate of two (2) hours straight time compensation for every four (4) hours of actual time in standby assignment, prorated for more or less than four hours. Minimum compensation will be for one (1) hour of straight time.
- c. Employees responding to work from standby shall receive a minimum of two hours pay at straight time. Employees working in excess of one hour and twenty minutes once called back shall receive time and one-half pay for hours worked in excess of one hour and twenty minutes, or two hours straight time, whichever is greater.
- d. The Chief of Police may place employees on standby status. Standby duty shall not be considered as hours worked for the purpose of computing overtime.
- e. Employees on standby status shall provide the Public Safety Dispatcher or their designee with a telephone number where he/she can be reached directly; and be able to respond to the predetermined duty assignment within one hour from the time of notification.

ARTICLE IV - PAY PROVISIONS

SECTION 4.1 SALARY

~~This one (1) year agreement shall provide no salary increases. The following monthly salaries are effective July 1, 2020:~~

MONTHLY SALARY**Effective July 1, 2020**

CLASSIFICATION	STEP-A	STEP-B	STEP-C	STEP-D	STEP-E
Community Services Officer	\$ 3,448.42	\$ 3,620.84	\$ 3,801.88	\$ 3,991.97	\$ 4,191.57
Police Records Technician	\$ 3,620.84	\$ 3,801.88	\$ 3,991.97	\$ 4,191.57	\$ 4,401.15
Police Officer Recruit	\$ 4,293.79	\$ —	\$ —	\$ —	\$ —
Public Safety Dispatcher	\$ 4,293.79	\$ 4,508.48	\$ 4,733.90	\$ 4,970.60	\$ 5,219.13
Public Safety Dispatcher—EMD	\$ 4,343.79	\$ 4,560.98	\$ 4,789.03	\$ 5,028.48	\$ 5,279.90
Public Safety Dispatcher w/Longevity	\$ 4,508.48	\$ 4,733.90	\$ 4,970.60	\$ 5,219.13	\$ 5,480.09
Public Safety Dispatcher—EMD —w/Longevity	\$ 4,558.48	\$ 4,786.40	\$ 5,025.72	\$ 5,277.01	\$ 5,540.86
Code Enforcement Officer	\$ 4,401.15	\$ 4,621.21	\$ 4,852.27	\$ 5,094.88	\$ 5,349.62
Police Records Lead Technician	\$ 4,621.21	\$ 4,852.27	\$ 5,094.88	\$ 5,349.62	\$ 5,617.10
Public Safety Lead Dispatcher	\$ 4,621.21	\$ 4,852.27	\$ 5,094.88	\$ 5,349.62	\$ 5,617.10
Public Safety Lead Dispatcher —EMD	\$ 4,671.21	\$ 4,904.77	\$ 5,150.01	\$ 5,407.51	\$ 5,677.89
Public Safety Lead Dispatcher —w/Longevity	\$ 4,852.27	\$ 5,094.88	\$ 5,349.62	\$ 5,617.10	\$ 5,897.96
Public Safety Lead Dispatcher —EMD w/Longevity	\$ 4,902.27	\$ 5,147.38	\$ 5,404.75	\$ 5,674.99	\$ 5,958.74
Property Evidence Specialist	\$ 4,733.90	\$ 4,970.60	\$ 5,219.13	\$ 5,480.09	\$ 5,754.09
Property Evidence Specialist—EMD	\$ 4,783.90	\$ 5,023.10	\$ 5,274.26	\$ 5,537.97	\$ 5,814.87
Property Evidence Specialist —w/Longevity	\$ 4,970.60	\$ 5,219.13	\$ 5,480.09	\$ 5,754.09	\$ 6,041.79
Property Evidence Specialist —EMD w/Longevity	\$ 5,020.60	\$ 5,271.63	\$ 5,535.21	\$ 5,811.97	\$ 6,102.57
Senior Property Evidence Specialist	\$ 5,480.08	\$ 5,754.09	\$ 6,041.80	\$ 6,343.89	\$ 6,661.08
Senior Property Evidence Specialist—EMD	\$ 5,530.08	\$ 5,806.59	\$ 6,096.92	\$ 6,401.77	\$ 6,721.86
Senior Property Evidence Specialist —w/Longevity	\$ 5,754.09	\$ 6,041.79	\$ 6,343.88	\$ 6,661.07	\$ 6,994.12
Senior Property Evidence Specialist —EMD w/Longevity	\$ 5,804.09	\$ 6,094.29	\$ 6,399.00	\$ 6,718.95	\$ 7,054.90
Public Safety Dispatch Supervisor	\$ 5,754.09	\$ 6,041.79	\$ 6,343.88	\$ 6,661.07	\$ 6,994.12
Public Safety Dispatch Supervisor—EMD	\$ 5,804.09	\$ 6,094.29	\$ 6,399.00	\$ 6,718.95	\$ 7,054.90
Public Safety Dispatch Supervisor w/Longevity	\$ 6,041.79	\$ 6,343.88	\$ 6,661.07	\$ 6,994.12	\$ 7,343.83
Public Safety Dispatch Supervisor—EMD —w/Longevity	\$ 6,091.79	\$ 6,396.38	\$ 6,716.20	\$ 7,052.01	\$ 7,404.61
Police Officer	\$ 5,506.18	\$ 5,781.49	\$ 6,070.56	\$ 6,374.09	\$ 6,692.79
Police Officer—Intermediate POST	\$ 5,643.83	\$ 5,926.02	\$ 6,222.32	\$ 6,533.44	\$ 6,860.11
Police Officer—Advanced POST	\$ 5,781.49	\$ 6,070.56	\$ 6,374.09	\$ 6,692.79	\$ 7,027.43
Police Level 3 Reserve Officer	\$ 5,506.18	\$ 5,781.49	n/a	n/a	n/a
Police Corporal	\$ 6,070.56	\$ 6,374.09	\$ 6,692.79	\$ 7,027.43	\$ 7,378.80
Police Corporal—Intermediate POST	\$ 6,222.33	\$ 6,533.45	\$ 6,860.12	\$ 7,203.13	\$ 7,563.29
Police Corporal—Advanced POST	\$ 6,374.09	\$ 6,692.79	\$ 7,027.43	\$ 7,378.80	\$ 7,747.74
Police Sergeant	\$ 6,893.73	\$ 7,238.42	\$ 7,600.34	\$ 7,980.36	\$ 8,379.38
Police Sergeant—Advanced POST	\$ 7,066.07	\$ 7,419.37	\$ 7,790.34	\$ 8,179.86	\$ 8,588.85
Police Sergeant—Supervisory POST	\$ 7,238.42	\$ 7,600.34	\$ 7,980.36	\$ 8,379.38	\$ 8,798.35

Year 1- Effective July 1, 2021, all employees covered under this MOU shall receive a 5.0% (five point zero percent) COLA salary increase to base salary. The City understands and appreciates the need to retain our quality employees and the City acknowledges that the wages paid for certain

positions are below the comparable wages for other cities within the County. Because the City hopes to increase retention and attraction of professional employees, the following inequity adjustments will be made:

- a. The following position will receive a 2.5% (two point five percent) inequity adjustment to base salary in addition to the COLA salary increase above:

Support Services Classification

- Lead Records Technician

- b. The following positions will receive a 7.5% (seven point five percent) inequity adjustment to base salary in addition to the COLA salary increase above:

Police Officer Classification

- Police Officer
- Police Officer – Intermediate POST
- Police Officer – Advanced POST

Police Corporal Classification

- Police Corporal
- Police Corporal – Intermediate POST
- Police Corporal – Advanced POST

Support Services Classification

- Public Safety Dispatcher
- Public Safety Dispatcher - EMD

Other Classifications

- Police Officer- Recruit
- Code Enforcement Officer

- c. The following positions will receive a 10.0% (ten point zero percent) inequity adjustment to base salary in addition to the COLA salary increase above:

Police Sergeant Classification

- Police Sergeant
- Police Sergeant – Advanced POST
- Police Sergeant – Supervisory POST

Support Services Classification

- Public Safety Lead Dispatcher
- Public Safety Lead Dispatcher – EMD

Other Classifications

- Community Services Officer

- d. The following position will receive a 12.5% (twelve point five percent) inequity adjustment to base salary in addition to the COLA salary increase above:

Property Evidence Specialist Classification

- Senior Property Evidence Specialist
- Senior Property Evidence Specialist – EMD

The following monthly salaries are effective July 1, ~~2018~~2021:

MONTHLY SALARY
Effective July 1, 2021

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Code Enforcement Officer	\$ 4,967.80	\$ 5,216.19	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39
Community Services Officer	\$ 3,987.33	\$ 4,186.70	\$ 4,396.04	\$ 4,615.84	\$ 4,846.63
Police Corporal	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84
Police Corporal - Intermediate POST	\$ 7,023.46	\$ 7,374.63	\$ 7,743.36	\$ 8,130.53	\$ 8,537.06
Police Corporal- Advanced POST	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84	\$ 8,745.28
Police Lead Records Technician	\$ 4,967.80	\$ 5,216.19	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39
Police Level 3 Reserve Officer	\$ 6,215.10	\$ 6,525.86	n/a	n/a	n/a
Police Officer	\$ 6,215.10	\$ 6,525.86	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50
Police Officer - Intermediate POST	\$ 6,370.48	\$ 6,689.00	\$ 7,023.45	\$ 7,374.62	\$ 7,743.35
Police Officer - Advanced POST	\$ 6,525.86	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23
Police Officer Recruit	\$ 4,846.63	\$ -	\$ -	\$ -	\$ -
Police Sergeant	\$ 7,962.26	\$ 8,360.37	\$ 8,778.39	\$ 9,217.31	\$ 9,678.18
Police Sergeant - Advanced POST	\$ 8,161.32	\$ 8,569.39	\$ 8,997.86	\$ 9,447.75	\$ 9,920.14
Police Sergeant - Supervisory POST	\$ 8,360.37	\$ 8,778.39	\$ 9,217.31	\$ 9,678.18	\$ 10,162.09
Public Safety Dispatcher	\$ 4,846.63	\$ 5,088.96	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11
Public Safety Dispatcher - EMD	\$ 4,896.63	\$ 5,141.46	\$ 5,398.54	\$ 5,668.47	\$ 5,951.89
Public Safety Dispatcher w/Longevity	\$ 5,088.96	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67
Public Safety Dispatcher - EMD w/Longevity	\$ 5,138.96	\$ 5,395.91	\$ 5,665.71	\$ 5,949.00	\$ 6,246.45
Public Safety Lead Dispatcher	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95
Public Safety Lead Dispatcher - EMD	\$ 5,393.41	\$ 5,663.08	\$ 5,946.24	\$ 6,243.56	\$ 6,555.73
Public Safety Lead Dispatcher w/Longevity	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70
Public Safety Lead Dispatcher - EMD w/Longevity	\$ 5,660.58	\$ 5,943.61	\$ 6,240.80	\$ 6,552.84	\$ 6,880.48
Senior Property Evidence Specialist	\$ 6,494.95	\$ 6,819.70	\$ 7,160.69	\$ 7,518.72	\$ 7,894.66
Senior Property Evidence Specialist - EMD	\$ 6,544.95	\$ 6,872.20	\$ 7,215.82	\$ 7,576.61	\$ 7,955.44
Senior Property Evidence Specialist w/Longevity	\$ 6,819.70	\$ 7,160.69	\$ 7,518.72	\$ 7,894.66	\$ 8,289.39
Senior Property Evidence Specialist - EMD w/Longevity	\$ 6,869.70	\$ 7,213.19	\$ 7,573.85	\$ 7,952.55	\$ 8,350.17

Year 2-

Effective July 1, ~~2019~~2022 all employees covered under this MOU shall receive a 4.0% (four point zero percent) COLA increase to base salary. Because the wages paid for certain positions are below the comparable wages for other cities within the County, and because the City hopes to increase retention and attraction of professional employees, an additional 1.0% (one point zero percent) inequity adjustment, for a total of 5% (five point zero percent) will be made to base salary for all employees covered under this MOU.

- ~~, the following classifications and positions covered under this MOU shall receive a 2.5% salary increase: Police Sergeant Classification; Property Evidence Specialist Classification; Support Services Classification; Police Officer Recruit; and Code Enforcement Officer.~~
- ~~Effective July 1, 2019, the following position covered under this MOU shall receive a 7.625% salary increase: Community Services Officer~~
- ~~Effective July 1, 2019, the following classifications covered under this MOU shall receive a 2.0% salary increase: Police Officer Classification and Police Corporal Classification~~

The following monthly salaries are effective July 1, ~~2019~~2022:

MONTHLY SALARY**Effective July 1, 2022**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Code Enforcement Officer	\$ 5,216.19	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39	\$ 6,340.31
Community Services Officer	\$ 4,186.70	\$ 4,396.04	\$ 4,615.84	\$ 4,846.63	\$ 5,088.96
Police Corporal	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84	\$ 8,745.28
Police Corporal - Intermediate POST	\$ 7,374.63	\$ 7,743.36	\$ 8,130.53	\$ 8,537.06	\$ 8,963.91
Police Corporal- Advanced POST	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84	\$ 8,745.28	\$ 9,182.54
Police Lead Records Technician	\$ 5,216.19	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39	\$ 6,340.31
Police Level 3 Reserve Officer	\$ 6,525.86	\$ 6,852.15	n/a	n/a	n/a
Police Officer	\$ 6,525.86	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23
Police Officer - Intermediate POST	\$ 6,689.01	\$ 7,023.46	\$ 7,374.63	\$ 7,743.36	\$ 8,130.53
Police Officer - Advanced POST	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84
Police Officer Recruit	\$ 5,088.96	n/a	n/a	n/a	n/a
Police Sergeant	\$ 8,360.37	\$ 8,778.39	\$ 9,217.31	\$ 9,678.18	\$ 10,162.09
Police Sergeant - Advanced POST	\$ 8,569.38	\$ 8,997.85	\$ 9,447.74	\$ 9,920.13	\$ 10,416.14
Police Sergeant - Supervisory POST	\$ 8,778.39	\$ 9,217.31	\$ 9,678.18	\$ 10,162.09	\$ 10,670.19
Public Safety Dispatcher	\$ 5,088.96	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67
Public Safety Dispatcher - EMD	\$ 5,138.96	\$ 5,395.91	\$ 5,665.71	\$ 5,949.00	\$ 6,246.45
Public Safety Dispatcher w/Longevity	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95
Public Safety Dispatcher - EMD w/Longevity	\$ 5,393.41	\$ 5,663.08	\$ 5,946.24	\$ 6,243.56	\$ 6,555.73
Public Safety Lead Dispatcher	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70
Public Safety Lead Dispatcher - EMD	\$ 5,660.58	\$ 5,943.61	\$ 6,240.80	\$ 6,552.84	\$ 6,880.48
Public Safety Lead Dispatcher w/Longevity	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70	\$ 7,160.69
Public Safety Lead Dispatcher - EMD	\$ 5,941.11	\$ 6,238.17	\$ 6,550.08	\$ 6,877.59	\$ 7,221.47
Senior Property Evidence Specialist	\$ 6,819.70	\$ 7,160.69	\$ 7,518.72	\$ 7,894.66	\$ 8,289.39
Senior Property Evidence Specialist - EMD	\$ 6,869.70	\$ 7,213.19	\$ 7,573.85	\$ 7,952.55	\$ 8,350.17
Senior Property Evidence Specialist w/Longevity	\$ 7,160.69	\$ 7,518.72	\$ 7,894.66	\$ 8,289.39	\$ 8,703.86
Senior Property Evidence Specialist - EMD w/Longevity	\$ 7,210.69	\$ 7,571.22	\$ 7,949.79	\$ 8,347.28	\$ 8,764.64

Year 3-

Effective July 1, 2023 all employees covered under this MOU shall receive a 3.5% (three point five percent) COLA salary increase. Because the wages paid for certain positions are below the comparable wages for other cities within the County, and because the City hopes to increase retention and attraction of professional employees, an additional 1.5% (one point five percent) inequity adjustment, for a total of 5% (five point zero percent) will be made to base salary for all employees covered under this MOU.

MONTHLY SALARY**Effective July 1, 2023**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Code Enforcement Officer	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39	\$ 6,340.31	\$ 6,657.33
Community Services Officer	\$ 4,396.04	\$ 4,615.84	\$ 4,846.63	\$ 5,088.96	\$ 5,343.41
Police Corporal	\$ 7,554.50	\$ 7,932.22	\$ 8,328.83	\$ 8,745.27	\$ 9,182.53
Police Corporal - Intermediate POST	\$ 7,743.36	\$ 8,130.53	\$ 8,537.06	\$ 8,963.91	\$ 9,412.11
Police Corporal- Advanced POST	\$ 7,932.22	\$ 8,328.83	\$ 8,745.27	\$ 9,182.53	\$ 9,641.66
Police Lead Records Technician	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39	\$ 6,340.31	\$ 6,657.33
Police Level 3 Reserve Officer	\$ 6,852.15	\$ 7,194.76	n/a	n/a	n/a
Police Officer	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84
Police Officer - Intermediate POST	\$ 7,023.45	\$ 7,374.62	\$ 7,743.35	\$ 8,130.52	\$ 8,537.05
Police Officer - Advanced POST	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84	\$ 8,745.28
Police Officer Recruit	\$ 5,343.41	n/a	n/a	n/a	n/a
Police Sergeant	\$ 8,778.39	\$ 9,217.31	\$ 9,678.18	\$ 10,162.09	\$ 10,670.19
Police Sergeant - Advanced POST	\$ 8,997.85	\$ 9,447.74	\$ 9,920.13	\$ 10,416.14	\$ 10,936.95
Police Sergeant - Supervisory POST	\$ 9,217.31	\$ 9,678.18	\$ 10,162.09	\$ 10,670.19	\$ 11,203.70
Public Safety Dispatcher	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95
Public Safety Dispatcher - EMD	\$ 5,393.41	\$ 5,663.08	\$ 5,946.24	\$ 6,243.56	\$ 6,555.73
Public Safety Dispatcher w/Longevity	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70
Public Safety Dispatcher - EMD w/Longevity	\$ 5,660.58	\$ 5,943.61	\$ 6,240.80	\$ 6,552.84	\$ 6,880.48
Public Safety Lead Dispatcher	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70	\$ 7,160.69
Public Safety Lead Dispatcher - EMD	\$ 5,941.11	\$ 6,238.17	\$ 6,550.08	\$ 6,877.59	\$ 7,221.47
Public Safety Lead Dispatcher w/Longevity	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70	\$ 7,160.69	\$ 7,518.72
Public Safety Lead Dispatcher - EMD w/Longevity	\$ 6,235.67	\$ 6,547.45	\$ 6,874.83	\$ 7,218.58	\$ 7,579.50
Senior Property Evidence Specialist	\$ 7,160.69	\$ 7,518.72	\$ 7,894.66	\$ 8,289.39	\$ 8,703.86
Senior Property Evidence Specialist - EMD	\$ 7,210.69	\$ 7,571.22	\$ 7,949.79	\$ 8,347.28	\$ 8,764.64
Senior Property Evidence Specialist w/Longevity	\$ 7,518.72	\$ 7,894.66	\$ 8,289.39	\$ 8,703.86	\$ 9,139.05
Senior Property Evidence Specialist - EMD w/Longevity	\$ 7,568.72	\$ 7,947.16	\$ 8,344.52	\$ 8,761.75	\$ 9,199.83

- a. Steps B, C, D, and E shall be paid upon completion of twelve months of employment at the preceding step where the employee has demonstrated at least satisfactory job progress and normally increasing productivity, and upon recommendation of the Department Head and approval of the City Manager.
- b. Police Officers and Police Corporals who possess a P.O.S.T. Intermediate Certificate shall receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Intermediate Certificate.
- c. Police Officers and Police Corporals who possess a P.O.S.T. Advanced Certificate will receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Advanced Certificate, in addition to 4.1.b above.
- d. Police Sergeants who possess a P.O.S.T. Advanced Certificate will receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Advanced Certificate.
- e. Police Sergeants who possess a P.O.S.T. Supervisory Certificate will receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Supervisory Certificate, in addition to 4.1.d above.
- f. Each Public Safety Dispatcher, ~~Property Evidence Specialist~~, Senior Property Evidence Specialist, or Public Safety Lead Dispatcher ~~or Public Safety Dispatch Supervisor~~ having the Emergency Medical Dispatch (EMD) Certification will receive the following amounts more in base salary per month than those positions within the same classification without an EMD Certificate:

	Step A	Step B	Step C	Step D	Step E
EMD Pay	\$ 50.00	\$ 52.50	\$ 55.13	\$ 57.89	\$ 60.78

SECTION 4.2 INCENTIVE PAY

Employees shall be reimbursed up to a maximum of \$1,600 per fiscal year ~~for as follows:~~

- a. ~~B~~books, tuition and related educational expenses for attending college or other professional training, providing the coursework is job-related, and the employee received a passing grade. Coursework description, proof of passing grade, receipts and proof of payment are required for reimbursement. Hotels, airfare, meals, and other travel related expenses are not eligible for reimbursement.
- b. Gym and fitness memberships: The City will reimburse employees up to 50% of costs to a maximum of \$600 per fiscal year for gym memberships, fitness training classes, jiu jitsu, other similar classes, or memberships as approved by the Chief of Police in advance. Employee must submit membership or class description, receipts or other proof of cost, and proof of employee payment in order to receive reimbursement. This program is voluntary and employees will participate on their own time without compensation from the City.

- c. In no instance will an employee be reimbursed more than \$1,600 for expenditures incurred in any fiscal year.
- d. Employee shall be responsible for any applicable federal, state or local taxes.
- e. Based on title 2 of the California Code of Regulations Section 571, the health and wellness reimbursement, will not be considered "Special Compensation", will not be reported to CalPERS as compensation and will not be considered as compensation when calculating an employee's retirement benefits. In the event that CalPERS at some time in the future determines that the health and wellness reimbursement meets the definition of "Special Compensation", both parties agree to reopen negotiations related to the financial impacts and implementation of this issue.

SECTION 4.3 CONTINUOUS SERVICE PAY

b. — Employees in the Public Safety Dispatcher, Public Safety Lead Dispatcher, ~~Property Evidence Specialist~~, and Senior Property Evidence Specialist ~~and Support Services Supervisor~~ classifications, after five years of continuous service in the classification and satisfactory or better evaluations, shall receive five percent (5%) in additional pay to their base salary.

SECTION 4.4 RETIREMENT

CalPERS Sworn Safety Members (as defined by CalPERS)

- a. Sworn Safety Member employees (as defined by CalPERS) are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

TIER 1

Sworn Safety Member employees including Police Officers, Police Corporals and Police Sergeants hired on or before July 14, 2012 are provided benefits pursuant to the 3% @ 50 Benefit Formula (Government Code Section 21362.2), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees will pay the employee contribution of 9% (nine percent).

TIER 2

Sworn Safety Member employees including Police Officers, Police Corporals and Police Sergeants hired between July 14, 2012 and December 31, 2012, and Sworn Safety Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 3% @ 55 Benefit Formula (G.C. Section 21363.1), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees will pay the employee contribution of 9% (nine percent).

TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Sworn Safety Member employees including Police Officers, Police Corporals and Police Sergeants hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to the 2.7% @ 57 Benefit Formula (G.C. Section 7522.25(d)) with Final Compensation 3 Year (G.C. Section 20037). The Sworn Safety Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. The CalPERS retirement for Sworn Safety Members (as defined by CalPERS) includes Level Four (4) of the 1959 Survivor's Benefit. The employees shall pay the monthly cost of the benefit.
- c. Employee contributions shall be contributed to CalPERS on a pre-tax basis.

CalPERS Non-Sworn Miscellaneous Members (as defined by CalPERS)

- a. Non-Sworn Safety Member employees (as defined by CalPERS) are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

TIER 1

Non-sworn Miscellaneous Member employees including ~~Police Records Technician~~, Police Officer Recruit, Community Services Officer, Code Enforcement Officer, Public Safety Dispatcher, ~~Property Evidence Specialist~~, Senior Property Evidence Specialist, ~~Police~~-Lead Records Technician, and Public Safety Lead Dispatcher ~~and Public Safety Dispatch Supervisor~~ hired on or before July 14, 2012 are provided benefits pursuant to the 2.5% @ 55 Benefit Formula (Government Code Section 21354.4), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Non-sworn Miscellaneous Member employee contribution of 8% (eight percent). Non-sworn Miscellaneous Member employees will pay the employee contribution of 8% (eight percent).

TIER 2

Non-sworn Miscellaneous Member employees including ~~Police Records Technician~~, Police Officer Recruit, Community Services Officer, Code Enforcement Officer, Public Safety Dispatcher, ~~Property Evidence Specialist~~, Senior Property Evidence Specialist, ~~Police~~-Lead Records Technician, and Public Safety Lead Dispatcher ~~and Public Safety Dispatch Supervisor~~ hired between July 14, 2012 and December 31, 2012, and Non-sworn Miscellaneous Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 2% @ 55 Benefit Formula (G.C. Section 21354), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Non-sworn Miscellaneous Member employee contribution of 7% (seven percent). Non-sworn Miscellaneous Member employees will pay the employee contribution of 7% (seven percent).

TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Non-sworn Miscellaneous Member employees including ~~Police Records Technician~~, Police Officer Recruit, Community Services Officer, Code Enforcement Officer, Public Safety Dispatcher, ~~Property Evidence Specialist~~, Senior Property Evidence Specialist, ~~Police Lead Records Technician~~, and Public Safety Lead Dispatcher ~~and Public Safety Dispatch Supervisor~~ hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to 2% @ 62 Benefit Formula (G.C. Section 7522.20) with Final Compensation 3 Year (G.C. Section 20037). The Non-sworn Miscellaneous Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. The City shall provide CalPERS the Post Retirement Survivor benefit for Miscellaneous Members.
- c. Employee contributions shall be contributed to CalPERS on a pre-tax basis.

SECTION 4.5 SICK LEAVE/STAY WELL PLAN

- a. Sick leave accumulates at a rate of eight (8) hours per month. There is no limit to the accumulation.
- b. Employees with 384 or more hours of accumulated sick leave shall be eligible for the Stay Well Bonus. The Stay Well Bonus will be implemented as follows:
 - 1. The sick leave pay-off will occur during the 52-week period beginning the first day after the second pay period in October and ending on the last day of the second pay period in October of the following year after an employee has accumulated and maintained 384 hours sick leave.
 - 2. Once the eligibility requirements have been met, an employee may opt to receive a pay-off equal to one-third (1/3) of the unused annual allotment of sick leave. (The annual allotment is 95.94 hours).
 - 3. Checks will be prepared by December 15 of each year.
- c. In any calendar year, up to 16 hours of sick leave may be used for personal reasons without explanation. These hours are not intended as vacation time and may not be used to extend vacations.
- d. An employee may use in any calendar year accrued sick leave, up to the amount earned during twelve (12) months employment, to attend to the illness of the following family members:
 - 1. The employee's child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis).
 - 2. The employee's parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian).
 - 3. The employee's spouse or domestic partner.

If the employee is performing satisfactorily and the employee's workload would not be negatively impacted, the Department Head may approve additional time off, up to the amount earned during three (3) months of employment, for Family Care.

Family Care leave may also qualify for protection under the FMLA and/or CFRA, and any Family Care leave granted under this section shall run concurrently with FMLA and/or CFRA leave. FMLA/CFRA leave is addressed in a separate City policy.

SECTION 4.6 VACATION LEAVE

- a. Employees shall be entitled to vacation leave consistent with the City of Atascadero Personnel System Rules.
- b. In addition to the vacation leave accrued as outlined in Section 15.2 B of the City of Atascadero Personnel System Rules, employees shall receive:
 - An additional two days of vacation annually upon completing 15 years of service for a total accrual of 22 days per year or 6.77 hours per pay period; and
 - Two more days of vacation annually upon completing 20 years of service for a total accrual of 24 days per year or 7.38 hours per pay period.

SECTION 4.7 HOLIDAYS

- a. Employees shall receive twelve (12) holidays per calendar year. Said holidays shall be earned in eight (8) hour increments on the 1st day of the first full pay period of each month.
- b. Employees may elect one of the following options with regards to holidays:
 1. **Hours as Earned:** Employees may elect to receive eight hours of holiday time on the 1st day of the first full pay period of each month. This shall be the default option if employees do not select another method of receipt.
 2. **Paid as Earned:** Employees may elect to be paid for eight hours of holiday time as it is earned on the first full pay period of each month
 3. **Front Loading Hours:** Employees may elect to front load their holiday time and be credited with 96 hours of holiday time on the 1st day of the first full pay period in January. Employees who choose this option for front loading will still earn their holiday time in 8 hour increments on the 1st day of the first full pay period of each month. Employees choosing this option who terminate employment during the year shall pay the City back for any hours used but not earned, and will not receive pay for hours credited but not earned. To be eligible for this option an employee must:
 - Sign an agreement with the City of Atascadero acknowledging that the employee is liable for any funds owed to the City upon termination and authorizing a payroll deduction allowing the City to deduct any amounts owed from the employee's final check; and
 - Be employed by the City on the last day of the first full pay period in January; and
 - Work (not in a paid leave status) for at least one day during the first full pay period in January; and

- Receive City Manager approval if they are a probationary employee.
- c. Holidays must be used within the calendar year. Employees may take holiday time off consistent with the scheduling needs of the City and subject to approval of the Chief of Police.
- d. Employees shall be allowed to accrue holiday hours prior to required payoff.
- e. Employees who have not used their accrued holiday time by December 31st, will be paid for all accrued holiday hours, no later than the second payday of January.
- f. Employees may elect to apply the value of accrued holiday hours to their deferred compensation account. Election forms must be completed and received no later than December 31st, to be processed no later than the second payday of January.

SECTION 4.8 BEREAVEMENT LEAVE

Employees shall be granted bereavement leave pursuant to the July 2012 City of Atascadero Personnel System Rules.

The City shall provide up to twenty-four (24) hours of paid bereavement leave for bereavement purposes. Bereavement purposes include (1) the death of a member of the employee's immediate family, and (2) the critical illness of a member of the employee's immediate family where death appears to be imminent. The amount of bereavement leave provided under this section is twenty four (24) hours per family member.

The employee may be required to submit proof of a relative's death or critical illness before final approval of leave is granted.

For purposes of this section, "immediate family" means: spouse or domestic partner, parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian), grandparent, grandchild, child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis), brother, sister, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other.

Twenty-four (24) hours of the paid absence shall be considered "bereavement leave", and any remaining time shall be from other paid time off available to the employee.

When an employee has exhausted the bereavement leave provided in this section, the employee may submit a request to his/her Department Head and request additional time off work. If approved, the employee must use their other accrued paid leave. The employee may elect which accrued paid leave he/she shall use during the additional leave. However, the employee may not use more than forty (40) hours of accrued sick leave for bereavement purposes. If the additional leave approved by the Department Head is longer than forty (40) hours, the employee is required to use accrued paid leave other than sick leave.

SECTION 4.9 MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 4.10 OUT-OF-CLASS PAY

Employees who are assigned to work out of class for fifteen (15) or more consecutive days shall receive five percent (5%) of current base salary in addition to regular salary in accordance with Personnel System Rules Section 4.10.

SECTION 4.11 CANINE HANDLER PAY

The time spent by a canine handler in the care, grooming and feeding of his/her assigned police dog shall be hours worked payable at the time and one-half overtime rate per hour of the handler. It is agreed that canine handlers normally spend 7 hours per biweekly pay period performing such work and written authorization from the Police Chief must be obtained to perform such work for more than 7 hours. Such hours worked shall not be interpreted to be (1) shift extension, (2) callback to work, or (3) scheduled work performed in excess of the regular shift for overtime purposes.

SECTION 4.12 FIELD TRAINING OFFICER INCENTIVE PAY

- a. Police Officers assigned to act in the capacity of Field Training Officer shall be compensated at the rate of \$.87 per hour, not to exceed \$150.00 per month. Compensation shall be provided only for hours actually spent serving in the capacity of Field Training Officer.
- b. Public Safety Dispatchers assigned to act as a trainer of a newly hired employee shall be compensated at the rate of \$.87 per hour not to exceed \$150.00 per month. Compensation shall be paid only for hours actually spent serving in the capacity of a trainer.
- c. Compensation shall be provided only when the Chief of Police or designee has specifically authorized the assignment.

SECTION 4.13 ACTING WATCH COMMANDER PAY

- a. Each Police Officer assigned as Acting Watch Commander will receive \$1.00 per hour for each hour worked in the capacity of Acting Watch Commander as compensation for additional responsibility.

SECTION 4.14 BILINGUAL PAY

The City shall pay an additional 2.5% of salary to those employees who are able to speak one of the top two non-English languages as defined by the U.S. Census. A testing mechanism mutually agreed to by both parties will be created to assess language abilities before qualifying for the incentive.

SECTION 4.15 LONGEVITY EXCLUSIVELY AS SECTION 457 CONTRIBUTION

- a. For those active employees that have attained 10 years of continuous full time employment, the City, consistent with sections (b) through (f) below, shall deposit funds into a separate deferred compensation plan Section 457 account for each employee in the following amounts:
 - i. Fiscal Year 2021-2022: \$50 for each whole year of continuous full-time employment with the City
 - ii. After July 1, 2022: \$100 per year for each whole year of continuous full-time employment with the City
- b. Only employees who have received an overall rating of “satisfactory” or better on their last evaluation on file will be eligible for the longevity 457 contribution.
- c. Whole years of full time employment shall be determined on September 1st of each year for each active employee.
- d. Fractions of a year will be rounded down to the nearest whole year.
- e. For Fiscal Year 2021-2022, deposit into the deferred compensation account shall be made in one lump sum no later than 60 days after execution of this MOU. Thereafter, deposit into the deferred compensation account shall be made in one lump sum annually no later than the second pay period in September.
- f. Based on title 2 of the California Code of Regulations Section 571, the annual City deferred contribution for longevity into the separate deferred compensation plan, will not be considered special compensation, will not be reported to CalPERS as compensation and will not be considered as compensation when calculating an employee’s retirement benefits. In the event that CalPERS at some time in the future determines that the longevity Section 457 Contribution meets the definition of “Special Compensation”, both parties agree to reopen negotiations related to the financial impacts and implementation of this issue.

SECTION 4.16 POLICE RECRUIT ACADEMY HOUSING REIMBURSEMENT

- a. If required by the City of Atascadero to attend a POST Academy over 60 miles distance from their place of residence, Police Recruits will receive a housing reimbursement, not to exceed \$600 per month for the duration of their participation in the POST Academy. Police Officer Recruits will be required to submit proof of housing/rental agreement in order to receive reimbursement. Reimbursement eligibility will cease upon completion or termination from the POST Academy.
- b. Employee shall be responsible for any applicable federal, state or local taxes.
- c. Based on title 2 of the California Code of Regulations Section 571, the housing reimbursement, will not be considered “Special Compensation”, will not be reported to CalPERS as compensation and will not be considered as compensation when calculating an employee’s retirement benefits. In the event that CalPERS at some time in the future determines that the housing reimbursement meets the definition of “Special Compensation”, both parties agree to reopen negotiations related to the financial impacts and implementation of this issue.

ARTICLE V - HEALTH AND WELFARE

SECTION 5.1 HEALTH INSURANCE COVERAGE

- a. For unit members who elect to have “Family” coverage, the City shall pay an amount not to exceed ~~\$1,764.21~~\$2,035.57 per month for employees electing Family coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for dependents based upon HMO plan costs.
- b. For unit members who elect to have “Employee +1” coverage, the City shall pay an amount not to exceed ~~\$1,303.32~~\$1,513.88 per month for employees electing Employee +1 coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for the dependent based upon HMO plan costs.
- c. For unit members who elect to have “Employee Only” coverage, the City shall pay an amount not to exceed ~~\$940.94~~\$1,076.83 per month for employees electing Employee Only coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee based upon HMO plan costs.

For unit members who elect to have “Employee Only” coverage, available funds remaining from the City’s contribution toward insurance coverage shall be paid to an employee hired on or before September 1, 2000 as additional compensation. This amount shall not exceed \$240.56 per month.
- d. The City shall provide term life insurance coverage for each employee in a total amount of fifty thousand dollars (\$50,000).
- e. The City shall provide a term life insurance policy for each eligible dependent enrolled in health coverage in a total amount of one thousand dollars (\$1,000) per dependent during the term of this agreement.
- f. The Medical Insurance Committee may recommend changes in the level of service and service providers to the City during the term of the agreement. Each recognized bargaining unit shall have a representative on the committee, and management will have one representative.
- g. The City shall make available to employees covered by this MOU a Flexible Benefit Plan, in compliance with applicable Internal Revenue Code provisions. The plan will enable an employee, on a voluntary basis, to cover additional out of pocket premium expenses for insurance through pre-tax payroll dollars.
- h. State Disability Insurance – The City has provided State Disability Insurance as a payroll deduction of each employee.

SECTION 5.2 ANNUAL COUNSELING

The City agrees to provide up to four (4) counseling appointments each fiscal year for members of the Association that choose to see a counselor/psychologist. This program is voluntary and employees will participate on their own time without compensation from the City. The counselor or psychologist must be licensed and under contract with the City. At the request of the Association, the City will consider contracting with additional specific counselors/psychologists.

SECTION 5.32 UNIFORM/SAFETY EQUIPMENT ALLOWANCE

The purpose of the uniform allowance is for the purchase, replacement, maintenance, and cleaning of uniform clothing.

- a. The City shall provide an annual uniform allowance of one thousand dollars (\$1,000) for employees who hold the following positions: Police Officer, Police Corporal, Police Sergeant, Community Services Officer, ~~Property Evidence Specialist~~, Senior Property Evidence Specialist and Code Enforcement Officer.
- b. The City will make an upfront lump sum payment of the current fiscal year's uniform allowance no later than the second pay day in July for employees who hold the following positions: Police Officer, Police Corporal, Police Sergeant, Community Services Officer, ~~Property Evidence Specialist~~, Senior Property Evidence Specialist and Code Enforcement Officer.
- c. For employees who hold the following positions: Police Officer, Police Corporal, Police Sergeant, Community Services Officer, ~~Property Evidence Specialist~~, Senior Property Evidence Specialist and Code Enforcement Officer - upon initial hire the employee will receive a prorated amount based upon the number of days remaining until July 1. The City would at the same time advance the new employee an amount that when added to his initial uniform allowance would equal the annual uniform allowance. The amount advanced upon hire would then be deducted from the employee's first full uniform allowance check, the following July. (Example: If, in fiscal year ~~2020/2021/2022~~ an employee worked six months in the first fiscal year, he/she would receive \$900 in that first year and \$550 in the second fiscal year. (\$1,000 ~~2021/2022/2023~~ uniform allowance less repayment of ½ of ~~2020/2021/2022~~ uniform allowance advanced to the employee upon hire) All subsequent years the employee would receive the full \$1,000 until separation from the City.)
- d. When a Community Services Officer, ~~Property Evidence Specialist~~, Senior Property Evidence Specialist, Code Enforcement Officer Police Officer, Police Corporal or Police Sergeant separates from the City, the Uniform Allowance will be prorated based upon the number of days employed in the then current fiscal year and any amounts owed to the City will be deducted from his/her final check.
- e. Uniforms damaged on duty shall be replaced as prorated by the Police Chief. Employees are required to seek reimbursement through the courts with all practical diligence.
- f. The City shall reimburse up to Two-Hundred (\$200.00) Dollars per fiscal year for the purchase

of eligible uniform items to employees in the following positions:

- ~~Police Records Technician,~~
- ~~Police~~ Lead Records Technician,
- Public Safety Dispatcher,
- ~~Public Safety Lead Dispatcher, and~~
- ~~Support Services Supervisor~~

Eligible uniform items include Civilian Uniform Shirts, Civilian Uniform Pants, and Non-Uniform Polo Shirts as approved by the uniform committee and the City Manager. In no instance will the City reimburse employees for clothing that may be worn outside of the Atascadero Police Department work environment.

Proof of purchase is required. Once purchased, such appropriate uniform must be worn while working.

- g. The City shall make available to Police Officers, Police Corporals and Police Sergeants a bulletproof vest. Employees requesting a vest shall certify that they will wear the vest at all times, except in extreme climatic conditions. Vests shall be replaced or refurbished each 4 or 5 years as manufacturer's specifications dictate. Employees already owning a vest shall continue to use them until repair or refurbishment becomes necessary, as determined by the Chief of Police.
- h. The following additional safety equipment shall be provided to all Police Officers, Police Corporals and Police Sergeants by the City:
 - Service weapon
 - Baton
 - Duty belt with holster, keeper straps, handcuff case, chemical mace pouch, key ring, baton ring, ammunition pouch, radio holder
 - Helmet with face shield
 - Rain garment: The City shall comply with the requirements of CAL/OSHA as it relates to providing rain gear including rain boots
- i. All City equipment shall be returned to the City upon the employee leaving such service.
- j. The City will purchase the following items required by the Police Academy for employees in the classification of Police Officer Recruit:
 - Academy T-shirt
 - Academy Sweatshirt
 - Academy Running Shorts
 - Dark Blue Polo Shirt or other shirt as required by the Police Academy.

The total annual monetary value of the uniforms in this subsection (j) is not to exceed \$250.00 per employee.

In addition to the items listed above, the City may provide additional safety equipment as listed in Section 5.2(h) at the discretion of the Police Chief.

SECTION 5.3-4 PROBATION

The length of the probationary period for employees covered under this MOU shall be in accordance with Rule 9 of July 2012 City of Atascadero Personnel System Rules. Each original and promotional appointment made to a position in the competitive service shall be subject to a probationary period. The length of the original and promotional probationary period shall each be at least 12 month of service in the position for all employees. At the discretion of the Department Head and with the approval of the City Manager, the probationary period may be extended for a maximum of six additional months when the Department Head has determined that the employee has not yet successfully completed his/her probationary period.

ARTICLE VI – OTHER

SECTION 6.1 CELL PHONE REIMBURSEMENTS

The City agrees to reimburse each full-time employee a flat rate of ten dollars (\$10.00) per month for the use of their personal cell phone for City business. This amount will be paid once per year in a lump sum amount. Where applicable, the months will be pro-rated.

SECTION 6.2 JOINT COMMITMENT TO FAIR AND REASONABLE CHANGES TO THE CALPERS SYSTEM

The interests of the City and the Association are generally aligned: both seek fair and reasonable changes to the CalPERS system to ensure long-term sustainability of the system. Needed State-level changes acceptable to both executive management and City labor groups are most likely to be initiated by CalPERS member agencies and labor, working collaboratively.

City and the Association hereby jointly commit to:

- Request state-level membership organizations (e.g., the League of California Cities, state-wide labor affiliates) to alert and engage members, to make this issue a priority, and encourage committing to a set of collaborative solutions;
- Encourage, educate, and engage peers (e.g., other cities, other labor groups) to make this issue a priority and to lend their voice to our request to state-level membership organizations;
- Jointly analyze options with an open mind as to potential solutions; and
- Other potential collaborative efforts as they arise.

SECTION 6.3 NO CHANGE TO CALPERS EMPLOYEE CONTRIBUTION

PEPRA provides that beginning in 2018 an employer may require employees to pay fifty percent (50%) of the total annual normal cost up to an eight percent (8%) contribution rate for miscellaneous employees, and an eleven percent (11%) or twelve percent (12%) contribution rate for safety employees. PEPRA does not require an employer to implement this change but, the employer may do so once the employer has completed the good faith bargaining process as required by law, including any impasse procedures requiring mediation and fact finding. The City agrees that through June 30, 2024, the City will not unilaterally ask Tier 1 employees and Tier 2

employees to increase their contribution to CalPERS. Employee contributions to CalPERS (for Tier 1 and Tier 2 employees) may be increased in 202~~40~~ upon mutual agreement of the Association and the City.

ARTICLE VII - CLOSING PROVISIONS

SECTION 7.1 TERM

The term of this MOU shall commence on July 1, ~~2018~~2021, and expire on June 30, ~~2020~~2024.

SECTION 7.2 SIGNATURES

This MOU has been ratified and adopted pursuant to the recommendation of the following representatives:

APA Date APA Date

CITY OF ATASCADERO

Mayor Date City Manager Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**ATASCADERO PROFESSIONAL FIREFIGHTERS
LOCAL 3600**

AND

CITY OF ATASCADERO

JULY 1, ~~2020~~2021 – June 30, ~~2021~~2024

ARTICLE I - GENERAL PROVISIONS

SECTION 1.1 PREAMBLE

This Memorandum of Understanding is made and entered into between the City of Atascadero, hereinafter referred to as the "City" and the Atascadero Professional Firefighters Local 3600, hereinafter referred to as the "Association" pursuant to California Government Code Section 3500, et seq. and the City's Employer - Employee Relations Policy. The purpose of this Memorandum of Understanding (MOU) is the establishment of wages, hours and other terms and conditions of employment.

The City and Association agree that the provisions of this MOU shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age, national origin, political or religious affiliations or association memberships. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

SECTION 1.2 RECOGNITION

- a. The City of Atascadero recognizes the Association as the recognized and exclusive representative for the following positions:

Firefighter Classification

- Firefighter
- Firefighter/~~HazMat~~ Specialist I
- Firefighter/ Specialist II
- Firefighter/ FEO
- Firefighter/ FEO/ Specialist I
- Firefighter/ FEO/ Specialist II
- Firefighter/ Paramedic
- Firefighter/ Paramedic/~~HazMat~~ Specialist I
- Firefighter/ Paramedic/Specialist II
- Firefighter/ FEO/ Paramedic
- Firefighter/ FEO/ Paramedic/~~HazMat~~ Specialist I
- Firefighter/ FEO/ Paramedic/Specialist II

Fire Engineer Classification

- Fire Engineer
- Fire Engineer/ ~~HazMat~~ Specialist I
- Fire Engineer/ Specialist II
- Fire Engineer/ OIC
- Fire Engineer/ OIC/ ~~HazMat~~ Specialist I
- Fire Engineer/ OIC/ Specialist II
- Fire Engineer/ Paramedic
- Fire Engineer/ Paramedic/ ~~HazMat~~ Specialist I
- Fire Engineer/ Paramedic/ Specialist II
- Fire Engineer/ OIC/ Paramedic
- Fire Engineer/ OIC/ Paramedic/~~HazMat~~ Specialist I
- Fire Engineer/ OIC/ Paramedic/ Specialist II

Fire Captain Classification

- Fire Captain
- Fire Captain/~~HazMat~~ Specialist I
- Fire Captain/Specialist II
- Fire Captain/Paramedic
- Fire Captain/Paramedic/~~HazMat~~ Specialist I
- Fire Captain/Paramedic/ Specialist II

~~Fire Marshal Classification~~

For purposes of this MOU, positions with a FEO, OIC, Paramedic and/or ~~HazMat~~ Specialist designation are hereinafter included in any reference to Firefighter, Fire Engineer, and Fire Captain.

- b. This recognition is exclusive of management employees and temporary employees.
- c. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), and as provided under the City's Employer-Employee Relations Policy.

SECTION 1.3 SEVERANCE

- a. If any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision shall be severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- b. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Association agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the Agreement and shall not in any way modify or impact the remaining provisions of the existing MOU.

SECTION 1.4 SOLE AGREEMENT

- a. The City and the Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- b. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become part of this MOU and subject to its terms.

SECTION 1.5 FULL FORCE AND EFFECT

- a. All wages, hours, and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- b. The City will abide by the Meyers-Milias-Brown Act where and when it applies to the Association.

ARTICLE II - RESPECTIVE RIGHTS

SECTION 2.1 ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- a. Reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council.
- b. Reasonable use of one bulletin board at all Fire Department stations.
- c. The right to payroll deductions made for payments or organization dues and for City approved programs.
- d. The use of City facilities for regular, normal and lawful Association activities, providing that approval of the City Manager or his/her designee has been obtained.
- e. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

SECTION 2.2 CITY RIGHTS

- a. The authority of the City includes, but is not limited to, the exclusive right to determine the standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for "just cause"; relieve its employees from duty because of lack of work or for other legitimate reason; maintain the efficiency of governmental operations; determine the methods, staffing and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organizations and the technology of performing its work provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the consequences or impact that decisions on these matters may have on wage, hours and other terms of employment.

SECTION 2.3 PEACEFUL PERFORMANCE

- a. The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the City of Atascadero. Association agrees that under no circumstances will the Association recommend, encourage, cause or promote its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as "work-stoppage") in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have risen to such work stoppage until said work stoppage has ceased.
- b. In the event of any work stoppage, during the term of this MOU, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notices shall be served upon the City. If, in the event of any work stoppage, the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress, including damages, against any such employees.

ARTICLE III - - HOURS OF WORK AND OVERTIME

SECTION 3.1 HOURS OF WORK

a. Work Period

The normal work period, pursuant to Section 207 (k) of the Fair Labor Standards Act, shall be twenty-eight (28) days for all full-time permanent sworn safety positions ~~with the exception of the Fire Marshal/Code Enforcement Officer~~. All hours worked in excess of the employee's regularly recurring work schedule shall be paid at the overtime rate of one and one-half of the employee's regular rate of pay.

b. Definition of Shift Employees

Shift employees are assigned to positions which duties are performed on a twenty-four (24) hour day, seven (7) days a week basis, and include:

- Firefighter
- Fire Engineer
- Fire Captain

SECTION 3.2 OVERTIME

- a. Rate
Employees shall be paid overtime at the rate of time and one-half his/her regular rate of pay.
- b. Hours Paid
Paid time off shall be considered time worked for overtime purposes.
- c. Compensatory Time (CT)
Notwithstanding the provisions of this section, employees may be granted CT for overtime credit computed at time and one-half at the mutual convenience of the Fire Department and the employee. Employees may accumulate up to six (6) shifts (144 hours) of Compensatory Time.
- d. Scheduling Compensatory Time Off (CT)
Requests to use CT shall be granted with due regard for operational necessity such as staffing levels.
- e. Compensatory Time (CT) Payoff
CT may be paid off at the option of the employee. The payoff shall be included in the next regularly scheduled bi-weekly payroll period following the request.

SECTION 3.3 CALLBACK PAY

Employees who are called to duty at a time they are not working shall be compensated a minimum compensation of two (2) hours at time and one-half rate of pay.

SECTION 3.4 STANDBY TIME

- a. Employees assigned standby duty shall receive twenty-five dollars (\$25.00) for each day of standby duty. A day is defined as a 24-hour period.
- b. Employees responding to work from standby shall receive time and one-half pay with a minimum of one hour and twenty minutes once called back. Employees responding to work as a result of an emergency callback request shall receive time and one-half pay with a minimum of two hours pay.
- c. Employees on standby status shall monitor both radio and alpha numeric pages at all times; and be able to respond to the predetermined duty assignment within twenty minutes from the time of notification.

SECTION 3.5 ON THE JOB MEDICAL TREATMENT

Employees shall make reasonable efforts to schedule all medical treatment related to the on-the-job injuries during non-scheduled work hours. For medical treatment related to on-the-job injuries scheduled during work hours, the employee shall be required to use sick leave or other paid leave time to cover any time absent from the scheduled work except in the following circumstances:

- When required to be paid 4850 time in accordance with workers compensation law; or
- When working a light duty shift, such that scheduling medical treatment during non-scheduled work hours is not practical (i.e. Monday through Friday 40/hr. week), absences related to medical treatment for on-the-job injuries that are required during scheduled work hours shall be paid time; or

- When an employee is required, by a supervisor or by the Human Resources Official, to receive medical treatment or evaluation during scheduled work hours, that time shall be paid time.

Medical appointments during normal scheduled work hours should be coordinated with the employee's supervisor so the best interests of the department are maintained.

Any paid time for an absence related to medical treatment related to an on-the-job injury should be noted on the employee's time card. At no point will the employee be compensated for medical appointments that are not during his/her normal work shift; nor will employees receive overtime for attending medical appointments.

ARTICLE IV - PAY PROVISIONS

SECTION 4.1 SALARY

This three (3) year agreement shall provide salary increases according to the following formula and schedule:

This one (1) year agreement shall provide no salary increases.

~~The following monthly salaries become effective July 1, 2020:~~

MONTHLY SALARY

Effective July 1, 2020

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter-	\$ 5,507.14	\$ 5,782.50	\$ 6,071.63	\$ 6,375.24	\$ 6,693.97
Firefighter/FEO	\$ 5,617.28	\$ 5,898.14	\$ 6,193.05	\$ 6,502.70	\$ 6,827.84
Firefighter/ Haz-Mat Specialist	\$ 5,617.28	\$ 5,898.14	\$ 6,193.05	\$ 6,502.70	\$ 6,827.84
Firefighter/FEO/Haz-Mat Specialist	\$ 5,729.63	\$ 6,016.11	\$ 6,316.92	\$ 6,632.77	\$ 6,964.41
Firefighter/Paramedic	\$ 6,057.85	\$ 6,360.74	\$ 6,678.78	\$ 7,012.72	\$ 7,363.36
Firefighter/FEO/Paramedic	\$ 6,179.01	\$ 6,487.96	\$ 6,812.36	\$ 7,152.98	\$ 7,510.63
Firefighter/Paramedic/HazMat Specialist	\$ 6,168.00	\$ 6,476.40	\$ 6,800.22	\$ 7,140.23	\$ 7,497.24
Firefighter/FEO/Paramedic/HazMat Specialist	\$ 6,291.36	\$ 6,605.93	\$ 6,936.23	\$ 7,283.04	\$ 7,647.19
Fire Engineer	\$ 5,923.54	\$ 6,219.72	\$ 6,530.71	\$ 6,857.25	\$ 7,200.11
Fire Engineer/OIG	\$ 6,042.01	\$ 6,344.11	\$ 6,661.32	\$ 6,994.39	\$ 7,344.11
Fire Engineer/ Haz-Mat Specialist	\$ 6,042.01	\$ 6,344.11	\$ 6,661.32	\$ 6,994.39	\$ 7,344.11
Fire Engineer/OIG/Haz-Mat Specialist	\$ 6,162.85	\$ 6,470.99	\$ 6,794.54	\$ 7,134.27	\$ 7,490.98
Fire Engineer/Paramedic	\$ 6,515.89	\$ 6,841.68	\$ 7,183.76	\$ 7,542.95	\$ 7,920.10
Fire Engineer/OIG/Paramedic	\$ 6,646.21	\$ 6,978.52	\$ 7,327.45	\$ 7,693.82	\$ 8,078.51
Fire Engineer/Paramedic/HazMat Specialist	\$ 6,634.36	\$ 6,966.08	\$ 7,314.38	\$ 7,680.10	\$ 8,064.11
Fire Engineer/OIG/Paramedic/HazMat Specialist	\$ 6,767.05	\$ 7,105.40	\$ 7,460.67	\$ 7,833.70	\$ 8,225.39
Fire Captain	\$ 7,028.67	\$ 7,380.10	\$ 7,749.11	\$ 8,136.57	\$ 8,543.40
Fire Marshal	\$ 7,028.67	\$ 7,380.10	\$ 7,749.11	\$ 8,136.57	\$ 8,543.40
Fire Captain/ Haz-Mat Specialist	\$ 7,169.24	\$ 7,527.70	\$ 7,904.09	\$ 8,299.29	\$ 8,714.25
Fire Marshal/ Haz-Mat Specialist	\$ 7,169.24	\$ 7,527.70	\$ 7,904.09	\$ 8,299.29	\$ 8,714.25
Fire Captain/Paramedic	\$ 7,731.54	\$ 8,118.12	\$ 8,524.03	\$ 8,950.23	\$ 9,397.74
Fire Captain/Paramedic/HazMat Specialist	\$ 7,872.11	\$ 8,265.72	\$ 8,679.01	\$ 9,112.96	\$ 9,568.61

Year 1- Effective July 1, 2021 all employees covered under this MOU shall receive a 5.0% (five point zero percent) salary increase to base pay. The following monthly salaries become effective July 1, 2021:

MONTHLY SALARY
Effective July 1, 2021

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter	5,782.50	6,071.63	6,375.21	6,693.97	7,028.67
Firefighter Specialist I	5,840.33	6,132.35	6,438.97	6,760.92	7,098.97
Firefighter Specialist II	5,898.15	6,193.06	6,502.71	6,827.85	7,169.24
Firefighter/FEO	5,898.15	6,193.06	6,502.71	6,827.85	7,169.24
Firefighter/FEO/Specialist I	5,955.98	6,253.78	6,566.47	6,894.79	7,239.53
Firefighter/FEO/Specialist II	6,013.80	6,314.49	6,630.21	6,961.72	7,309.81
Firefighter/Paramedic	6,360.75	6,678.79	7,012.73	7,363.37	7,731.54
Firefighter/Paramedic/Specialist I	6,418.58	6,739.51	7,076.49	7,430.31	7,801.83
Firefighter/Paramedic/Specialist II	6,476.40	6,800.22	7,140.23	7,497.24	7,872.10
Firefighter/Paramedic/FEO	6,476.40	6,800.22	7,140.23	7,497.24	7,872.10
Firefighter/Paramedic/FEO/Specialist I	6,534.23	6,860.94	7,203.99	7,564.19	7,942.40
Firefighter/Paramedic/FEO/Specialist II	6,592.05	6,921.65	7,267.73	7,631.12	8,012.68
Fire Engineer	6,223.41	6,534.58	6,861.31	7,204.38	7,564.60
Fire Engineer Specialist I	6,285.64	6,599.92	6,929.92	7,276.42	7,640.24
Fire Engineer Specialist II	6,347.88	6,665.27	6,998.53	7,348.46	7,715.88
Fire Engineer/OIC	6,347.88	6,665.27	6,998.53	7,348.46	7,715.88
Fire Engineer/OIC/Specialist I	6,410.11	6,730.62	7,067.15	7,420.51	7,791.54
Fire Engineer/OIC/Specialist II	6,472.35	6,795.97	7,135.77	7,492.56	7,867.19
Fire Engineer/Paramedic	6,845.75	7,188.04	7,547.44	7,924.81	8,321.05
Fire Engineer/Paramedic/Specialist I	6,907.99	7,253.39	7,616.06	7,996.86	8,396.70
Fire Engineer/Paramedic/Specialist II	6,970.22	7,318.73	7,684.67	8,068.90	8,472.35
Fire Engineer/Paramedic/OIC	6,970.22	7,318.73	7,684.67	8,068.90	8,472.35
Fire Engineer/Paramedic/OIC/Specialist I	7,032.45	7,384.07	7,753.27	8,140.93	8,547.98
Fire Engineer/Paramedic/OIC/Specialist II	7,094.69	7,449.42	7,821.89	8,212.98	8,623.63
Fire Captain	7,380.10	7,749.11	8,136.57	8,543.40	8,970.57
Fire Captain Specialist I	7,453.90	7,826.60	8,217.93	8,628.83	9,060.27
Fire Captain Specialist II	7,527.70	7,904.09	8,299.29	8,714.25	9,149.96
Fire Captain/Paramedic	8,118.11	8,524.02	8,950.22	9,397.73	9,867.62
Fire Captain/Paramedic/Specialist I	8,191.91	8,601.51	9,031.59	9,483.17	9,957.33
Fire Captain/Paramedic/Specialist II	8,265.71	8,679.00	9,112.95	9,568.60	10,047.03

Year 2 - Effective July 1, 2022, all positions covered under this MOU shall receive a 4.0% (four point zero percent) salary increase to base pay. The following monthly salaries become effective July 1, 2022:

MONTHLY SALARY
Effective July 1, 2022

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter	6,013.80	6,314.49	6,630.21	6,961.72	7,309.81
Firefighter Specialist I	6,073.94	6,377.64	6,696.52	7,031.35	7,382.92
Firefighter Specialist II	6,134.08	6,440.78	6,762.82	7,100.96	7,456.01
Firefighter/FEO	6,134.08	6,440.78	6,762.82	7,100.96	7,456.01
Firefighter/FEO/Specialist I	6,194.21	6,503.92	6,829.12	7,170.58	7,529.11
Firefighter/FEO/Specialist II	6,254.35	6,567.07	6,895.42	7,240.19	7,602.20
Firefighter/Paramedic	6,615.18	6,945.94	7,293.24	7,657.90	8,040.80
Firefighter/Paramedic/Specialist I	6,675.32	7,009.09	7,359.54	7,727.52	8,113.90
Firefighter/Paramedic/Specialist II	6,735.46	7,072.23	7,425.84	7,797.13	8,186.99
Firefighter/Paramedic/FEO	6,735.46	7,072.23	7,425.84	7,797.13	8,186.99
Firefighter/Paramedic/FEO/Specialist I	6,795.59	7,135.37	7,492.14	7,866.75	8,260.09
Firefighter/Paramedic/FEO/Specialist II	6,855.73	7,198.52	7,558.45	7,936.37	8,333.19
Fire Engineer	6,472.36	6,795.98	7,135.78	7,492.57	7,867.20
Fire Engineer Specialist I	6,537.08	6,863.93	7,207.13	7,567.49	7,945.86
Fire Engineer Specialist II	6,601.81	6,931.90	7,278.50	7,642.43	8,024.55
Fire Engineer/OIC	6,601.81	6,931.90	7,278.50	7,642.43	8,024.55
Fire Engineer/OIC/Specialist I	6,666.53	6,999.86	7,349.85	7,717.34	8,103.21
Fire Engineer/OIC/Specialist II	6,731.25	7,067.81	7,421.20	7,792.26	8,181.87
Fire Engineer/Paramedic	7,119.60	7,475.58	7,849.36	8,241.83	8,653.92
Fire Engineer/Paramedic/Specialist I	7,184.32	7,543.54	7,920.72	8,316.76	8,732.60
Fire Engineer/Paramedic/Specialist II	7,249.04	7,611.49	7,992.06	8,391.66	8,811.24
Fire Engineer/Paramedic/OIC	7,249.04	7,611.49	7,992.06	8,391.66	8,811.24
Fire Engineer/Paramedic/OIC/Specialist I	7,313.77	7,679.46	8,063.43	8,466.60	8,889.93
Fire Engineer/Paramedic/OIC/Specialist II	7,378.49	7,747.41	8,134.78	8,541.52	8,968.60
Fire Captain	7,675.30	8,059.07	8,462.02	8,885.12	9,329.38
Fire Captain Specialist I	7,752.05	8,139.65	8,546.63	8,973.96	9,422.66
FireCaptain Specialist II	7,828.81	8,220.25	8,631.26	9,062.82	9,515.96
Fire Captain/Paramedic	8,442.83	8,864.97	9,308.22	9,773.63	10,262.31
Fire Captain/Paramedic/Specialist I	8,519.58	8,945.56	9,392.84	9,862.48	10,355.60
Fire Captain/Paramedic/Specialist II	8,596.34	9,026.16	9,477.47	9,951.34	10,448.91

Year 3 - Effective July 1, 2023, all positions covered under this MOU shall receive a 3.5% (three point five percent) salary increase to base pay. The following monthly salaries become effective July 1, 2023:

MONTHLY SALARY
Effective July 1, 2023

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter	6,224.28	6,535.49	6,862.26	7,205.37	7,565.64
Firefighter Specialist I	6,286.52	6,600.85	6,930.89	7,277.43	7,641.30
Firefighter Specialist II	6,348.77	6,666.21	6,999.52	7,349.50	7,716.98
Firefighter/FEO	6,348.77	6,666.21	6,999.52	7,349.50	7,716.98
Firefighter/FEO/Specialist I	6,411.01	6,731.56	7,068.14	7,421.55	7,792.63
Firefighter/FEO/Specialist II	6,473.25	6,796.91	7,136.76	7,493.60	7,868.28
Firefighter/Paramedic	6,846.71	7,189.05	7,548.50	7,925.93	8,322.23
Firefighter/Paramedic/Specialist I	6,908.95	7,254.40	7,617.12	7,997.98	8,397.88
Firefighter/Paramedic/Specialist II	6,971.19	7,319.75	7,685.74	8,070.03	8,473.53
Firefighter/Paramedic/FEO	6,971.19	7,319.75	7,685.74	8,070.03	8,473.53
Firefighter/Paramedic/FEO/Specialist I	7,033.44	7,385.11	7,754.37	8,142.09	8,549.19
Firefighter/Paramedic/FEO/Specialist II	7,095.68	7,450.46	7,822.98	8,214.13	8,624.84
Fire Engineer	6,698.88	7,033.82	7,385.51	7,754.79	8,142.53
Fire Engineer Specialist I	6,765.87	7,104.16	7,459.37	7,832.34	8,223.96
Fire Engineer Specialist II	6,832.86	7,174.50	7,533.23	7,909.89	8,305.38
Fire Engineer/OIC	6,832.86	7,174.50	7,533.23	7,909.89	8,305.38
Fire Engineer/OIC/Specialist I	6,899.85	7,244.84	7,607.08	7,987.43	8,386.80
Fire Engineer/OIC/Specialist II	6,966.84	7,315.18	7,680.94	8,064.99	8,468.24
Fire Engineer/Paramedic	7,368.77	7,737.21	8,124.07	8,530.27	8,956.78
Fire Engineer/Paramedic/Specialist I	7,435.76	7,807.55	8,197.93	8,607.83	9,038.22
Fire Engineer/Paramedic/Specialist II	7,502.75	7,877.89	8,271.78	8,685.37	9,119.64
Fire Engineer/Paramedic/OIC	7,502.75	7,877.89	8,271.78	8,685.37	9,119.64
Fire Engineer/Paramedic/OIC/Specialist I	7,569.73	7,948.22	8,345.63	8,762.91	9,201.06
Fire Engineer/Paramedic/OIC/Specialist II	7,636.72	8,018.56	8,419.49	8,840.46	9,282.48
Fire Captain	7,943.92	8,341.12	8,758.18	9,196.09	9,655.89
Fire Captain Specialist I	8,023.36	8,424.53	8,845.76	9,288.05	9,752.45
Fire Captain Specialist II	8,102.80	8,507.94	8,933.34	9,380.01	9,849.01
Fire Captain/Paramedic	8,738.31	9,175.23	9,633.99	10,115.69	10,621.47
Fire Captain/Paramedic/Specialist I	8,817.75	9,258.64	9,721.57	10,207.65	10,718.03
Fire Captain/Paramedic/Specialist II	8,897.19	9,342.05	9,809.15	10,299.61	10,814.59

- a. Steps B, C, D, and E may be paid upon completion of twelve months of employment at the preceding step where the employee has demonstrated at least satisfactory job progress and normally increasing productivity, and upon recommendation of the Department Head and approval of the City Manager.
- b. Employees who are trained, qualified and assigned by the Fire Chief to E.M.T. Paramedic duties shall receive ten percent (10%) more in base salary than those positions within the same classification without paramedic duties.
- ~~c. Employees who serve on the San Luis Obispo County Hazardous Incident Response Team (SLOHIRT) shall receive two percent (2%) more in base salary than those positions within the same classification which do not serve on SLOHIRT.~~

- ~~d.c.~~ Employees who are assigned to Fire Equipment Operator (FEO) duty (as outlined in Section 6.4 below) shall receive two percent (2%) more in base salary than those positions within the same classification which are not appointed as FEO.
- ~~e.d.~~ Employees who are assigned to Officer in Charge (OIC) duty (as outlined in Section 6.5 below) shall receive two percent (2%) more in base salary than those positions within the same classification which are not appointed as OIC.
- e. Employees who are assigned to Specialist I duty (as outlined in Section 6.6 below) shall receive one percent (1%) more in base salary than those positions within the same classification which are not appointed as a Specialist I.
- f. Employees who are assigned to Specialist II duty (as outlined in Section 6.6 below) shall receive two percent (2%) more in base salary than those positions within the same classification which are not appointed as a Specialist II.
- ~~g. The Association and the City recognize that the Memorandums of Understanding in the years since 1998 have been incremental steps in correcting salary inequities between Atascadero employees and the comparisons within San Luis Obispo County. It is further recognized that the salary schedule is a continuing attempt to bring Atascadero salaries to the mean with the surveyed cities following the initial inequity adjustment, and may be subject to change in future negotiations.~~

SECTION 4.2 EDUCATION INCENTIVE PAY

Employees shall be reimbursed up to \$1,600 per fiscal year for books, tuition and related educational expenses for attending college or other professional training, providing the coursework is job-related and the employee received a passing grade.

SECTION 4.3 RETIREMENT

- a. Employees are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

CLASSIC MEMBERS TIER 1

Sworn Safety Member employees including Firefighters, Fire Engineers, ~~Fire Marshal/Code Enforcement Officer~~ and Fire Captains hired on or before July 14, 2012 are provided benefits pursuant to the 3% @ 50 Benefit Formula (Government Code Section 21362.2), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965).

The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees will pay the employee contribution of 9% (nine percent).

Sworn Safety Members shall also contribute an additional 3% (three percent) of cost sharing toward the employer rate pursuant to Section 20516. These contributions are credited to each member's account as normal contributions. The contributions are made on a pre-tax basis as allowed under Internal Revenue Service Code Section 414 (h) (2) or as otherwise permitted by law.

CLASSIC MEMBERS TIER 2

Sworn Safety Member employees including Firefighters, Fire Engineers, ~~Fire Marshal/Code Enforcement Officer~~ and Fire Captains hired between July 14, 2012 and December 31, 2012, and Sworn Safety Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 3% @ 55 Benefit Formula (G.C. Section 21363.1), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965).

The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees the employee contribution of 9% (nine percent).

Sworn Safety Members shall also contribute an additional 3% (three percent) of cost sharing toward the employer rate pursuant to Section 20516. These contributions are credited to each member's account as normal contributions. The contributions are made on a pre-tax basis as allowed under Internal Revenue Service Code Section 414 (h) (2) or as otherwise permitted by law.

NEW MEMBERS TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Sworn Safety Member employees including Firefighters, Fire Engineers, ~~Fire Marshal/Code Enforcement Officer~~ and Fire Captains hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to the 2.7% @ 57 Benefit Formula (G.C. Section 7522.25(d)) with Final Compensation 3 Year (G.C. Section 20037). The Sworn Safety Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. The CalPERS retirement for Sworn Safety Members (as defined by CalPERS) includes Level Four (4) of the 1959 Survivor's Benefit. The employees shall pay the monthly cost of the benefit.
- c. Qualifying employee contributions shall be contributed to CalPERS on a pre-tax basis to the extent permitted by law.
- d. The City shall provide the Military Service Credit as Public Service (Section 21024 of the Government Code) and Military Service Credit for Retired Persons (Section 21027 of the government Code), provided there is no direct cost to the City.

SECTION 4.4 SICK LEAVE/STAY WELL PLAN

- a. Unit members shall earn and use sick leave subject to the provisions of the City of Atascadero Personnel System Rules. It is agreed that nothing herein shall be construed as providing any vested right, monetary or otherwise, to any unused sick leave existing at time of discharge or voluntary separation from City service, except at time of retirement in accordance with the City's Public Employees Retirement System contract.
- b. Sick leave accumulates at a rate of 5.54 hours per pay period. There is no limit to the accumulation.
- c. In any calendar year, up to 16 hours of sick leave may be used for personal reasons without explanation. These hours are not intended as vacation time and may not be used to extend

vacations.

- d. Employees with 576.16 or more hours of accumulated sick leave shall be eligible for the Stay Well Bonus. The Stay Well Bonus will be implemented as follows:
 1. The sick leave pay-off will occur during fifty-two (52) week period beginning the first day after the second pay period in October and ending on the last day of the second pay period in October of the following year after an employee has accumulated and maintained 576.16 hours of sick leave.
 2. Once the eligibility requirements have been met, an employee may opt to receive a pay-off equal to one-third (1/3) of the unused annual allotment of sick leave. (The annual allotment is 144.04 hours).
 3. Checks will be prepared by December 15 of each year.

SECTION 4.5 LONGEVITY EXCLUSIVELY AS SECTION 457 CONTRIBUTION

- a. For those active employees that have attained 10 years of continuous full time employment, the City, consistent with sections (b) through (f) below, shall deposit funds into a separate deferred compensation plan Section 457 account for each employee in the following amounts:
 - i. Fiscal Year 2021-2022: \$50 for each whole year of continuous full-time employment with the City
 - ii. After July 1, 2022: \$100 per year for each whole year of continuous full-time employment with the City
- b. Only employees who have received an overall rating of “satisfactory” or better on their last evaluation on file will be eligible for the longevity 457 contribution.
- c. Whole years of full time employment shall be determined on September 1st of each year for each active employee.
- d. Fractions of a year will be rounded down to the nearest whole year.
- e. For Fiscal Year 2021-2022, deposit into the deferred compensation account shall be made in one lump sum no later than 60 days after execution of this MOU. Thereafter, deposit into the deferred compensation account shall be made in one lump sum annually no later than the second pay period in September.
- f. Based on title 2 of the California Code of Regulations Section 571, the annual City deferred contribution for longevity into the separate deferred compensation plan, will not be considered special compensation, will not be reported to CalPERS as compensation and will not be considered as compensation when calculating an employee’s retirement benefits. In the event that CalPERS at some time in the future determines that the longevity Section 457 Contribution meets the definition of “Special Compensation”, both parties agree to reopen negotiations related to the financial impacts and implementation of this issue.

SECTION 4.5.6 VACATION LEAVE

- a. Paid vacation leave accrues from the date of hire on a bi-weekly basis and increases after completion of the required years of service as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>
<u>Less than 3 years</u>	<u>5.00 shifts/yr or 4.61 hrs/pp</u>

<u>3 years completed</u>	<u>5.60 shifts/yr or 5.17 hrs/pp</u>
<u>5 years completed</u>	<u>6.53 shifts/yr or 6.03 hrs/pp</u>
<u>7 years completed</u>	<u>7.59 shifts/yr or 7.01 hrs/pp</u>
<u>9 years completed</u>	<u>8.40 shifts/yr or 7.75 hrs/pp</u>
<u>11 years completed</u>	<u>9.33 shifts/yr or 8.61 hrs/pp</u>
<u>15 years completed</u>	<u>10.26 shifts/yr or 9.47 hrs/pp</u>
<u>20 years completed</u>	<u>11.20 shifts/yr or 10.34 hrs/pp</u>

The above schedule is based on full-time employment.

b. Employees shall be entitled to vacation leave consistent with the City Personnel System Rules.

~~a-c.~~ It is agreed and understood that the taking of vacation shall be as scheduled by the Fire Chief subject to the needs of the City.

SECTION 4.67 HOLIDAYS

- a. Employees shall receive five and 6/10 (5.6) shifts annually or 5.17 hours bi-weekly. Said holidays shall be credited in accordance with procedures established by the Personnel Officer.
- b. Holiday time may be used as either paid time off or paid in cash at the option of the employee with the approval of the Fire Chief.

SECTION 4.87 BEREAVEMENT LEAVE

Employees shall be granted bereavement leave pursuant to the July 2012 City Personnel System Rules.

The City shall provide up to twenty-four (24) hours of paid bereavement leave for non-Fire suppression personnel or two (2) shifts of bereavement leave for Fire suppression personnel for bereavement purposes. Bereavement purposes include (1) the death of a member of the employee's immediate family, and (2) the critical illness of a member of the employee's immediate family where death appears to be imminent. The amount of bereavement leave provided under this section is twenty four (24) hours or two (2) shifts per family member.

The employee may be required to submit proof of a relative's death or critical illness before final approval of leave is granted.

For purposes of this section, "immediate family" means: spouse or domestic partner, parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian), grandparent, grandchild, child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis), brother, sister, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other. Twenty-four (24) hours or two (2) shifts of the paid absence shall be considered "bereavement leave", and any remaining time shall be from other paid time off available to the employee.

When an employee has exhausted the bereavement leave provided in this section, the employee may submit a request to his/her Department Head and request additional time off work. If approved, the employee must use their other accrued paid leave. The employee may elect which accrued paid leave he/she shall use during the additional leave. However, the employee may not use more than forty-eight (48) hours or two (2) shifts of accrued sick leave for bereavement

purposes. If the additional leave approved by the Department Head is longer than forty-eight (48) hours or two (2) shifts, the employee is required to use accrued paid leave other than sick leave.

SECTION 4.~~98~~ MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 4.~~190~~ COMMON MESS ARRANGMENT

Unit employees under a common mess arrangement, agree to contribute to congregate meals at the station house in the amount required to cover the cost of those meals, irrespective of whether the employee chooses to eat the meal.

SECTION 4.~~110~~ BILINGUAL PAY

The City shall pay an additional 2.5% of salary to those employees who are able to speak one of the top two non-English languages as defined by the U.S. Census. A testing mechanism mutually agreed to by both parties will be created to assess language abilities before qualifying for the incentive.

ARTICLE V - HEALTH AND WELFARE

SECTION 5.1 HEALTH INSURANCE COVERAGE

- a. Effective January 1, ~~2020~~2021, for unit members who elect to have “Family” coverage, the City shall pay an amount not to exceed ~~\$1,962.14~~\$2,029.34 per month for employees electing Family coverage.. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for dependents based upon HMO plan costs.
- b. Effective January 1, ~~2020~~2021 for unit members who elect to have ‘Employee +1” coverage, the City shall pay a an amount not to exceed ~~\$1,455.51~~\$1,507.65 per month for employees electing Employee +1 coverage and. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for the dependent based upon HMO plan costs.
- c. Effective January 1, ~~2020~~2021, for unit members who elect to have “Employee Only” coverage, the City shall pay an amount not to exceed ~~\$1,042.68~~\$1,149.57 per month for employees electing Employee Only coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee based upon HMO plan costs.

For unit members who elect to have “Employee Only” coverage, available funds remaining from the City’s contribution toward insurance coverage shall be paid to an employee hired on or before September 1, 2000 as additional compensation. This amount shall not exceed \$319.53 per month.
- d. The City shall provide term life insurance coverage for each employee in a total amount of fifteen thousand dollars (\$15,000) ~~during the term of this agreement~~from July 1, 2021 through December 31, 2021. The City shall provide term life insurance coverage for each employee in a total amount of fifty thousand dollars (\$50,000) beginning January 1, 2022 and through the remaining term of this agreement.
- e. The City shall provide a term life insurance policy for each eligible dependent enrolled in health coverage in a total amount of one thousand dollars (\$1,000) per dependent during the term of this agreement.
- f. The Medical Insurance Committee shall be comprised of one representative from each of the bargaining units (as designated by the bargaining unit) and one from the City. The Committee shall regularly review the health plan and study health insurance issues including, but not limited to, Health Maintenance Organizations (HMO’s), cost containment, etc., and make

recommendations to the City Manager.

- g. The City shall make available to employees covered by this MOU a Flexible Benefit Plan, in compliance with applicable Internal Revenue Code provisions. The plan will enable an employee to, on a voluntary basis, cover additional out of pocket premium expenses for insurance through pretax payroll dollars.

SECTION 5.2 UNIFORM ALLOWANCE

The purpose of the uniform allowance is for the purchase, replacement, maintenance and cleaning of uniform clothing, including t-shirts and hats.

- a. The City shall provide an annual uniform allowance of nine hundred fifteen dollars (\$915) for each Association employee.
- b. The City will make an up-front lump-sum payment of the current calendar year's uniform allowance no later than the second pay day in January.
- c. Upon initial hire the employee will receive a prorated amount based upon the number of days remaining until January 1. The City would at the same time advance the new employee an amount that, when added to his initial uniform allowance, would equal \$915. The amount advanced upon hire would then be deducted from the employee's first full uniform allowance check received the following January. (Example: If an employee worked six months in the first calendar year, he/she would receive \$915 in that first year and \$457.50 in the second calendar year. All subsequent years the employee would receive the full \$915 until separation from the City.)

When an employee separates from the City, the uniform allowance will be prorated based upon the number of days employed in the then current calendar year and any amounts owed to the City will be deducted from his/her final check.

SECTION 5.3 PHYSICAL FITNESS

The parties agree to establish a committee consisting of an equal number of representatives from the City and the Association for the purpose of developing a physical fitness program that will be implemented in the Fire Department for all employees in the unit. The committee will meet as needed to develop recommendations for the Fire Chief. The physical fitness program will include the following elements: 1) Mandatory participation, 2) Established standards, and 3) City-provided physicals.

SECTION 5.4 HEALTH AND WELLNESS EXAMS

The City shall ~~add to include in~~ the Fire Department budget three hundred seventy-five dollars (\$375) per full-time employee for health and wellness exams according to the following schedule:

- Annually for Fire Department safety personnel aged 40 and over
- Every other year for Fire Department safety personnel aged 30-39
- Every three years for Fire Department safety personnel aged 20-29

The total amount budgeted will be coordinated in cooperation with the City. This amount will be

paid directly to the health care professional or medical group and not to the employee.

SECTION 5.5 – RETIREE MEDICAL EXPENSE REIMBURSEMENT PLAN

The City will administer employee payroll deductions that are directed to a Medical Expense Reimbursement Plan selected by the Association, with City approval, which lawfully permits employee contributions by payroll deductions (e.g., Retiree Medical Trust, Retiree Health Savings Account). The City shall not incur or be liable for any costs or contributions associated with such a plan. The City will only administer payroll deductions toward a qualifying employee benefit plan under the Internal Revenue Code.

The Association shall indemnify, defend and hold harmless the City from any claim, complaint, assessment, penalty, or damages asserted by any person or entity, including any state or federal authority, arising out of Association participation in such a plan, including, but not limited to fines, fees, or penalties issued by a state or federal taxing authority against the City due to employee payroll deductions or compensation payouts that are directed to the plan.

ARTICLE VI – OTHER

SECTION 6.1 PROBATION

The length of the probationary period for employees covered under this MOU shall be in accordance with Rule 9 of July 2012 City of Atascadero Personnel System Rules. Each original and promotional appointment made to a position in the competitive service shall be subject to a probationary period. The length of the original and promotional probationary period shall each be at least 12 month of service in the position for all employees. At the discretion of the Department Head and with the approval of the City Manager, the probationary period may be extended for a maximum of six additional months when the Department Head has determined that the employee has not yet successfully completed his/her probationary period.

SECTION 6.2 PROMOTIONAL OPPORTUNITIES

Upon completion of the probationary period, qualified employees in the classification of Firefighter will be provided an opportunity to be examined and promoted to the classification of Fire Engineer provided there is a vacancy. There shall be a maximum of ten (10) Fire Engineer positions funded.

SECTION 6.3 CELL PHONE REIMBURSEMENT

The City agrees to reimburse each full-time employee a flat rate of twenty dollars (\$20.00) per month for the use of their personal cell phone for City business. This amount will be paid once per year in a lump sum amount. Where applicable, the months will be pro-rated.

SECTION 6.4 FIRE EQUIPMENT ~~OFFICER-OPERATOR~~ (FEO) ASSIGNMENT

There will be a maximum of one (1) FEO position compensated at any one time. Based on current staffing, departmental needs, and budgetary constraints, the Fire Chief, with written approval of the City Manager, may appoint additional FEO positions to be compensated.

Selection will be based on completion of department FEO qualification process and appointment will solely be the decision of the Fire Chief.

In order to be eligible for the FEO assignment, employees must meet the following minimum qualifications.

1. Employee must have completed Firefighter Probation
2. Employee must have completed AFD Driver/Operator and Ladder Truck modules
3. Employee must have completed CSFM Driver/Operator Certification or equivalent as approved by Fire Chief
4. Employee must have passed the Fire Engineer Promotional Test or FEO Equivalency Test (Minimum 80% cumulative, minimum 70% on any individual section)
5. Employee must have obtained a FEO Qualification - approved by Fire Chief
6. Every two years, employees must re-qualify by:
 - a. Completing a Fire Engineer Promotional Test with a passing score; or
 - b. At the Fire Chief's discretion, either completing an FEO equivalency test with a passing score or completing Fire Chief required FEO training.Failure to re-qualify every two years will result in revocation of assignment.

SECTION 6.5 OFFICER IN CHARGE (OIC) ASSIGNMENT

There will be a maximum of four (4) OIC positions compensated at any one time. Selection will be based on completion of department OIC qualification process and appointment will solely be the decision of the Fire Chief.

In order to be eligible for the OIC assignment, employees must meet the following minimum qualifications:

1. Employee must meet minimum qualifications listed for Engine Company Officer per SLO County Fire Services Mutual Aid Plan. Including requirements for SLO County Incidents and Strike Team assignments
2. Employee must have completed Atascadero Fire & Emergency OIC Taskbook
3. Employee must have obtained OIC Trainee Qualification- Approved by Fire Chief
4. Employee must have passed the Fire Captain Promotional Test or OIC Equivalency Test (Minimum 80% cumulative, minimum 70% on any individual section)
5. Employee must have completed 3 months of OIC Trainee Training in the presence of a Fire Captain
6. Employee must have obtained an OIC Qualification- Approved by Fire Chief
7. Every two years, employees must re-qualify by completing:
 - a. A Fire Captain Promotional Test with a passing score; or
 - b. At the Fire Chief's discretion, either completing an OIC equivalency test with a passing score or completing Fire Chief required OIC training.Failure to re-qualify every two years will result in revocation of assignment.

SECTION 6.6 SPECIALIST ASSIGNMENT

- a. Employees may serve in a specialist assignment.
- b. Specialist assignments shall include only the following:
 - San Luis Obispo Hazardous Response Team (SLOHIRT)
 - San Luis Obispo Fire Investigation Strike Team (SLOFIST)
 - Technical Rescue Team (TRT)
 - Field Training Officer (FTO)
- c. Employees serving in one specialist assignment shall be entitled to receive Specialist I pay as outlined in Section 4.1
- d. Employees serving in more than one specialist assignment shall be entitled to receive Specialist II pay as outlined in Section 4.1
- e. The number of employees serving in a specialist assignment shall be limited as follows:
 - San Luis Obispo Hazardous Response Team (SLOHIRT)- up to a maximum of three (3) employees assigned
 - San Luis Obispo Fire Investigation Strike Team (SLOFIST)- up to a maximum of three (3) employees assigned
 - Technical Rescue Team (TRT)- up to a maximum of four (4) employees assigned
 - Field Training Officer (FTO)- up to a maximum of three (3) employees assigned
 - In rare instances, based on the needs of the department and availability of funding, the Fire Chief, with the written approval of the City Manager, may assign an additional employee to a specialty assignment.
- f. Quarterly, the association shall submit to Human Resources a list of all employees serving in a specialist assignment, including effective dates of each assignment.

SECTION 6.6-7 LICENSE REIMBURSEMENT

City agrees to either pay directly on behalf of or reimburse (receipts required) each full-time employee for the following fees, costs and licenses required for their position and job responsibilities:

1. DMV physicals and lab-tests from a provider approved by the City
2. DMV license renewal
3. EMT-Paramedic license renewal
4. EMT- Basic license renewal
5. Haz-Mat physicals and lab-tests from a provider approved by the City

ARTICLE VII – OTHER

SECTION 7.1 COMPARISON JURISDICTIONS

- a. The Association and the City recognize that the Memorandums of Understanding in the years since 1998 have been incremental steps in correcting salary inequities between Atascadero employees and the comparisons within San Luis Obispo County. It is further recognized that the salary schedule is a continuing attempt to bring Atascadero salaries to the mean with the surveyed cities following the initial inequity adjustment, and may be subject to change in future negotiations.
- b. The City recognizes that the Association would like the City to consider comparisons with cities outside the County including the City of Salinas, the City of Hollister and the City of Santa Maria. The City recognizes that with existing fire schedule, fire personnel may work at a jurisdiction some distance away and continue to live in the Atascadero area. The Association may submit salary and benefit information from jurisdictions outside the County and that information will be reviewed and discussed by the City during negotiations.

ARTICLE VIII - CLOSING PROVISIONS

SECTION ~~7~~8.1 TERM

The term of this MOU shall commence on the first full pay period following ratification and approval by the City Council, and expire on June 30, ~~2021~~2024.

SECTION ~~8~~7.2 SIGNATURES

This MOU has been ratified and adopted pursuant to the recommendation of the following representatives:

APF Local 3600	Date	APF Local 3600	Date
----------------	------	----------------	------

CITY OF ATASCADERO

Heather Moreno, Mayor City Manager	Date	Date	Rachelle Rickard,
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MEMORANDUM OF UNDERSTANDING

BETWEEN THE

MID MANAGEMENT/PROFESSIONAL
EMPLOYEES

AND

CITY OF ATASCADERO

July 1, ~~2020~~ 2021 through June 30, ~~2021~~ 2024

ARTICLE I - GENERAL PROVISIONS

SECTION 1.1 PREAMBLE

This Memorandum of Understanding is made and entered into between the City of Atascadero, hereinafter referred to as the “City” and the Mid Management/Professional Employees, hereinafter referred to as the “Association” pursuant to California Government Code Section 3500, et seq. and the City's Employer - Employee Relations Policy. The purpose of this Memorandum of Understanding (MOU) is the establishment of wages, hours and other terms and conditions of employment.

The City and Association agree that the provisions of this MOU shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age, national origin, political or religious affiliations or association memberships. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

SECTION 1.2 RECOGNITION

- a. The City of Atascadero recognizes the Association as the recognized and exclusive representative for the following classifications:
 - Associate Civil Engineer/Storm Water Manager
 - Associate Civil Engineer/Storm Water Manager/Registered Engineer
 - Public Works Operations Manager
 - Recreation Supervisor
- b. This recognition is exclusive of management employees and temporary employees.
- c. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), and as provided under the City's Employer-Employee Relations Policy.

SECTION 1.3 SEVERANCE

- a. If any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision shall be severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- b. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Association agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the Agreement and shall not in any way modify or impact the remaining provisions of the existing MOU.

SECTION 1.4 SOLE AGREEMENT

- a. The City and the Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- b. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become part of this MOU and subject to its terms.

SECTION 1.5 FULL FORCE AND EFFECT

- a. All wages, hours, and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- b. The City will abide by the Meyers-Milias-Brown Act where and when it applies to the Association.

SECTION 1.6 GENERAL PROVISIONS

The parties agree to meet and confer with respect to any subject or matter within the scope of representation upon request. Provided, however, that any changes which fall within the scope of representation shall be by mutual agreement.

Except as set forth in this Memorandum of Understanding, and unless the Association agrees to reopen negotiations on a particular bargaining subject, the parties agree that there shall be no changes during the life of this MOU in the wage rates, benefits, or other terms and conditions of employment subject to the Meet-and-Confer process.

In the event any new practice, subject or matter arises during the term of this agreement which is within the scope of representation and an action is proposed by the City, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the case of an emergency and, in the absence of an agreement on such a proposed action, the City reserves its lawful management rights to take any action(s) deemed necessary and the Association reserves its rights to take any lawful action deemed necessary.

ARTICLE II - PAY PROVISIONS

SECTION 2.1 SALARY

This three (3) year agreement shall provide salary increases according to the following formula and schedules:

Year 1: The City understands and appreciates the need to retain our quality employees and the City acknowledges that the wages paid for certain positions are below the comparable wages for other cities within the County. Because the City hopes to increase retention and attraction of professional employees, the following salary adjustments will be made:

- The Associate Civil Engineer/Storm Water Manager position shall be increased by a total of 4.75% (four point seven five percent)
- The Associate Civil Engineer/Storm Water Manager- Registered Engineer position shall be increased by a total of 5% (five point zero percent)
- The Recreation Supervisor position shall be increased by a total of approximately 10% (ten point zero percent)
- The Operations Manager shall be increased by a total of approximately 15.5% (fifteen point five percent)

The increases for Year 1 are intended to include a both a Cost of Living Adjustment (COLA) component and an inequity adjustment.

This one (1) year agreement shall provide no salary increases.

The following monthly salaries are effective July 1, 20201:

MONTHLY SALARY					
Effective July 1, 2020					
CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Civil Engineer/Storm Water—Manager	\$6,395.94	\$6,715.74	\$7,051.53	\$7,404.11	\$7,774.32
Associate Civil Engineer/Storm Water—Manager/Registered Engineer	\$7,034.55	\$7,386.28	\$7,755.59	\$8,143.37	\$8,550.54
Public Works Operations Manager	\$5,946.35	\$6,243.67	\$6,555.85	\$6,883.64	\$7,227.82
Recreation Supervisor	\$4,892.08	\$5,136.68	\$5,393.51	\$5,663.19	\$5,946.35

MONTHLY SALARY
Effective July 1, 2021

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Civil Engineer/Storm Water Manager	6,699.57	7,034.55	7,386.28	7,755.59	8,143.37
Associate Civil Engineer - Registered Engineer	7,386.28	7,755.59	8,143.37	8,550.54	8,978.07
Public Works Operations Manager	6,867.01	7,210.36	7,570.88	7,949.42	8,346.89
Recreation Supervisor	5,380.16	5,649.17	5,931.63	6,228.21	6,539.62

Year 2- Effective July 1, 2022, all employees covered under this MOU shall receive a 4.0% (four point zero percent) COLA salary increase. The following monthly salaries are effective July 1, 2022:

MONTHLY SALARY
Effective July 1, 2022

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Civil Engineer/Storm Water Manager	6,967.54	7,315.92	7,681.72	8,065.81	8,469.10
Associate Civil Engineer - Registered Engineer	7,681.72	8,065.81	8,469.10	8,892.56	9,337.19
Public Works Operations Manager	7,141.65	7,498.73	7,873.67	8,267.35	8,680.72
Recreation Supervisor	5,595.71	5,875.50	6,169.28	6,477.74	6,801.63

Year 3- Effective July 1, 2023, all employees covered under this MOU shall receive a 3.5% (three point five percent) COLA salary increase. The following monthly salaries are effective July 1, 2023:

MONTHLY SALARY
Effective July 1, 2023

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Civil Engineer/Storm Water Manager	7,211.40	7,571.97	7,950.57	8,348.10	8,765.51
Associate Civil Engineer - Registered Engineer	7,950.57	8,348.10	8,765.51	9,203.79	9,663.98
Public Works Operations Manager	7,391.61	7,761.19	8,149.25	8,556.71	8,984.55
Recreation Supervisor	5,791.59	6,081.17	6,385.23	6,704.49	7,039.71

SECTION 2.2 EDUCATION INCENTIVE PAY

Employees shall be reimbursed up to \$1,600.00 per fiscal year for books, tuition and related educational expenses for attending college or other professional training, providing the coursework is job-related, and the employee received a passing grade.

SECTION 2.3 RETIREMENT

- a. Employees are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

TIER 1

Miscellaneous Member employees covered under this MOU who were hired on or before July 14, 2012 are provided benefits pursuant to the 2.5% @ 55 Benefit Formula (Government Code Section 21354.4), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 3.3% (three point three percent) of the Miscellaneous Member employee contribution of 8% (eight percent). Miscellaneous Member employees will pay the remaining 4.7% (four point seven percent) of the employee contribution.

TIER 2

Miscellaneous Member employees covered under this MOU who were hired between July 14, 2012 and December 31, 2012, and Miscellaneous Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 2% @ 55 Benefit Formula (G.C. Section 21354), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 2.3% (two point three percent) of the Miscellaneous Member employee contribution of 7% (seven percent). Miscellaneous Member employees will pay the remaining 4.7% (four point seven percent) of the employee contribution.

TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Miscellaneous Member employees covered under this MOU who were hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to 2% @ 62 Benefit Formula (G.C. Section 7522.20) with Final Compensation 3 Year (G.C. Section 20037). The Miscellaneous Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. Employee contributions shall be contributed to CalPERS on a pre-tax basis.
- c. The City pays and reports the value of Employer Paid Member Contributions (EPMC) for Tier 1 employees and for Tier 2 employees as described in Resolution No. 2003-073.

SECTION 2.4 SICK LEAVE/STAY WELL PLAN

- a. Sick leave accumulates at a rate of eight (8) hours (one day) per month. There is no limit to the accumulation.
- b. Employees with forty-eight (48) or more days of accumulated sick leave shall be eligible for the Stay Well Bonus. The Stay Well Bonus will be implemented as follows:
 1. The sick leave pay-off will occur during the twelve- (12) month period beginning the first day after the second pay period in October and ending on the last day of the second pay period in October of the following year after an employee has accumulated and maintained 48 days sick leave.
 2. Once the eligibility requirements have been met, an employee may opt to receive a pay-off equal to one-third (1/3) of the unused annual allotment of sick leave. The annual allotment is 95.94 hours.
 3. Checks will be prepared by December 15 of each year.
- c. In any calendar year, up to two days (16 hours) of sick leave may be used for personal reasons without explanation. These days are not intended as vacation days and may not be used to extend vacations.
- d. An employee may use in any calendar year accrued sick leave, up to the amount earned during twelve (12) months employment, to attend to the illness of the following family members:
 1. The employee's child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis).
 2. The employee's parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian).
 3. The employee's spouse or domestic partner.

If the employee is performing satisfactorily and the employee's workload would not be negatively impacted, the Department Head may approve additional time off, up to the amount earned during three (3) months of employment, for Family Care.

Family Care leave may also qualify for protection under the FMLA and/or CFRA, and any Family Care leave granted under this section shall run concurrently with FMLA and/or CFRA leave. FMLA/CFRA leave is addressed in a separate City policy.

SECTION 2.5 SICK LEAVE PAYBACK

When an employee terminates employment in good standing, after five (5) years of continuous

service with the City of Atascadero in a mid-management position, as defined by this MOU, he/she shall be paid one-half of his/her accumulated Sick Leave.

SECTION 2.6 ADMINISTRATIVE LEAVE

- a. Each employee will receive forty-eight (48) hours of Administrative Leave, which will vest as of July 1 annually. Except as provided below, Administrative Leave will not be carried over or accrue from one fiscal year to the next.
- b. If an employee is unable to use his/her Administrative Leave prior to the end of the fiscal year for work related reasons beyond his/her control (as verified by the Department Head), said leave will be carried over into the next fiscal year for a period not to exceed three (3) months. Said time will be available to the employee for use during that period, but will not be accrued for the purpose of payoff in the event of termination.
- c. In the event an employee covered by this Agreement is employed after January 1 of the fiscal year, the employee shall be eligible for twenty-four (24) hours of Administrative Leave.

SECTION 2.7 BEREAVEMENT LEAVE

The City shall provide up to twenty-four (24) hours of paid bereavement leave for bereavement purposes. Bereavement purposes include (1) the death of a member of the employee's immediate family, and (2) the critical illness of a member of the employee's immediate family where death appears to be imminent. The amount of bereavement leave provided under this section is twenty four (24) hours per family member.

The employee may be required to submit proof of a relative's death or critical illness before final approval of leave is granted.

For purposes of this section, "immediate family" means: spouse or domestic partner, parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian), grandparent, grandchild, child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis), brother, sister, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other.

Twenty-four (24) hours of the paid absence shall be considered "bereavement leave", and any remaining time shall be from other paid time off available to the employee.

When an employee has exhausted the bereavement leave provided in this section, the employee may submit a request to his/her Department Head and request additional time off work. If approved, the employee must use their other accrued paid leave. The employee may elect which accrued paid leave he/she shall use during the additional leave. However, the employee may not use more than forty (40) hours of accrued sick leave for bereavement purposes. If the additional leave approved by the Department Head is longer than forty (40) hours, the employee is required to use accrued paid leave other than sick leave.

SECTION 2.8 – HOLIDAYS

The City shall recognize the following days as official City holidays.

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King Jr. Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
"Floating" Holiday	Off As Scheduled; Accrues January 1

Each classification covered under this agreement and employed by the City as of January 1st of each year shall be eligible for one floating holiday (8 hours). Floating holidays must have prior department approval and shall be consistent with the efficient operation of the department. The floating holiday may be used between January 1 and December 31 of each year.

SECTION 2.9 VACATION LEAVE

- a. Employees shall be entitled to vacation leave consistent with the City of Atascadero Personnel System Rules.
- b. In addition to the vacation leave accrued as outlined in Section 15.2 B of the City of Atascadero Personnel System Rules, employees shall receive:
 - An additional two days of vacation annually upon completing 15 years of service for a total accrual of 22 days per year or 6.77 hours per pay period; and
 - Two more days of vacation annually upon completing 20 years of service for a total accrual of 24 days per year or 7.385 hours per pay period.

SECTION 2.10 DEFERRED COMPENSATION MATCH

The City will match an eligible employee's contribution to a deferred compensation program. The match will be up to a maximum of \$250 annually for classifications covered under this agreement. All deferred compensation contributions are fully vested in the employee and shall not be available to the City.

SECTION 2.11 LONGEVITY EXCLUSIVELY AS SECTION 457 CONTRIBUTION

- a. For those active employees that have attained 10 years of continuous full time employment, the City, consistent with sections (b) through (f) below, shall deposit funds into a separate deferred compensation plan Section 457 account for each employee in the following amounts:
 - i. Fiscal Year 2021-2022: \$50 for each whole year of continuous full-time employment with the City
 - ii. After July 1, 2022: \$100 per year for each whole year of continuous full-time employment with the City
- b. Only employees who have received an overall rating of “satisfactory” or better on their last evaluation on file will be eligible for the longevity 457 contribution.
- c. Whole years of full time employment shall be determined on September 1st of each year for each active employee.
- d. Fractions of a year will be rounded down to the nearest whole year.
- e. For Fiscal Year 2021-2022, deposit into the deferred compensation account shall be made in one lump sum no later than 60 days after execution of this MOU. Thereafter, deposit into the deferred compensation account shall be made in one lump sum annually no later than the second pay period in September.
- f. Based on title 2 of the California Code of Regulations Section 571, the annual City deferred contribution for longevity into the separate deferred compensation plan, will not be considered special compensation, will not be reported to CalPERS as compensation and will not be considered as compensation when calculating an employee’s retirement benefits. In the event that CalPERS at some time in the future determines that the longevity Section 457 Contribution meets the definition of “Special Compensation”, both parties agree to reopen negotiations related to the financial impacts and implementation of this issue.

SECTION 2.11-12 WORK SHOES

The City shall contribute Two Hundred and Fifty (~~\$200~~250.00) Dollars per fiscal year for the purchase of appropriate footwear, as determined by the Department Head, to employees in the following positions:

- Associate Civil Engineer/Storm Water Manager
- Associate Civil Engineer/Storm Water Manager/Registered Engineer
- Public Works Operations Manager
- Recreation Supervisor

Appropriate work shoes shall be worn by employees covered under this MOU who are exposed to potential foot injuries from hot, corrosive, poisonous substances, falling objects, crushing or penetration actions.

Work shoes not appropriate and/or not approved shall be tennis shoes, sandals, deck shoes, canvas shoes, athletic shoes, open toe shoes, dress shoes and any other shoe easily penetrated.

Proof of purchase is required. Once purchased, such appropriate footwear must be worn while working.

ARTICLE III - HEALTH AND WELFARE

SECTION 3.1 HEALTH INSURANCE COVERAGE

1. For unit members who elect to have “Family” coverage, the City shall pay an amount not to exceed ~~\$1,967.91~~\$2,035.57 per month for employees electing Family coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for dependents based upon HMO plan costs.
2. For unit members who elect to have “Employee +1” coverage, the City shall pay an amount not to exceed ~~\$1,461.28~~\$1,513.88 per month for employees electing Employee +1 coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for the dependent based upon HMO plan costs.
3. For unit members who elect to have “Employee Only” coverage, the City shall pay an amount not to exceed ~~\$1,042.68~~\$1,076.83 per month for employees electing Employee Only coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee based upon the HMO plan costs.

For unit members who elect to have “Employee Only” coverage, available funds remaining from the City’s contribution toward insurance coverage shall be paid to an employee hired on or before September 1, 2000 as additional compensation. This amount shall not exceed \$240.56 per month.

SECTION 3.2 LIFE INSURANCE

The City shall provide a term life insurance policy on each employee in the amount of Fifty-Thousand Dollars (\$50,000).

The City shall provide a term life insurance policy for each eligible dependent enrolled in health coverage in the amount of One Thousand Dollars (\$1,000) per dependent.

SECTION 3.3 – LONG TERM DISABILITY INSURANCE

The City shall provide a City-paid program to provide Long-Term Disability Insurance for all classifications covered under this agreement.

ARTICLE IV - CLOSING PROVISIONS

SECTION 4.1 TERM

The term of this MOU shall commence on July 1, 2020~~1~~, and expire on June 30, 2024~~4~~.

SECTION 4.2 JOINT COMMITMENT TO FAIR AND REASONABLE CHANGES TO THE CALPERS SYSTEM

The interests of the City and the Association are generally aligned: both seek fair and reasonable changes to the CalPERS system to ensure long-term sustainability of the system. Needed State-level changes acceptable to both executive management and City labor groups are most likely to be initiated by CalPERS member agencies and labor, working collaboratively.

The City and the Association hereby jointly commit to:

- Request state-level membership organizations (e.g., the League of California Cities, state-wide labor affiliates) to alert and engage members, to make this issue a priority, and encourage committing to a set of collaborative solutions;
- Encourage, educate, and engage peers (e.g., other cities, other labor groups) to make this issue a priority and to lend their voice to our jointly agreed upon request to state-level membership organizations;
- Jointly analyze options with an open mind as to potential solutions; and
- Other potential collaborative efforts as they arise.

SECTION 4.3 SIGNATURES

This MOU has been ratified and adopted pursuant to the recommendation of the following representatives:

_____ Mid Mgmt./Prof.	_____ Date	_____ Mid Mgmt./Prof.	_____ Date
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CITY OF ATASCADERO

_____ Mayor	_____ Date	_____ City Manager	_____ Date
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Side Letter of Agreement
City of Atascadero
And
Local 620 Service Employees International Union Atascadero Chapter
September 28, 2021

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"), and Sections 1.4.b and 6.2 of the Memorandum of Understanding ("MOU") between the City of Atascadero ("City") and the Local 620 Service Employees International Union Atascadero Chapter ("Union") effective July 1, 2014 through June 30, 2016 ("MOU"), this Side Letter of Agreement ("Side Letter Agreement") is entered into on September 28, 2021, between the City and the Union as an amendment to the MOU. The Union and the City are collectively referred to herein as the "parties." It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The City and Union have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

SECTION 4.1 SALARY shall be amended as follows:

Year 1- Effective July 1, 2021 all employees covered under this MOU shall receive a 4.55.0% (four five point five zero percent) salary increase. ~~The following monthly salaries are effective July 1, 2021:~~

MONTHLY SALARY
Effective July 1, 2021

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	-3,535.98	-3,712.78	-3,898.42	-4,093.34	-4,298.01
Administrative Assistant	-4,405.44	-4,625.71	-4,857.00	-5,099.85	-5,354.84
Administrative Support Assistant	-3,712.78	-3,898.42	-4,093.34	-4,298.01	-4,512.91
Assistant Planner	-4,857.00	-5,099.85	-5,354.84	-5,622.58	-5,903.71
Associate Planner	5,622.58	5,903.71	6,198.90	6,508.85	6,834.29
Building Inspector I	-4,625.71	-4,857.00	-5,099.85	-5,354.84	-5,622.58
Building Inspector II	-5,099.85	-5,354.84	-5,622.58	-5,903.71	-6,198.90
Building Maintenance Specialist	-3,712.78	-3,898.42	-4,093.34	-4,298.01	-4,512.91
Finance Technician	-4,405.44	-4,625.71	-4,857.00	-5,099.85	-5,354.84
Inspector	-4,625.71	-4,857.00	-5,099.85	-5,354.84	-5,622.58
Lead Zookeeper	-3,898.42	-4,093.34	-4,298.01	-4,512.91	-4,738.56
Maintenance Worker I	-3,287.41	-3,451.78	-3,624.37	-3,805.59	-3,995.87
Maintenance Worker II	-3,712.78	-3,898.42	-4,093.34	-4,298.01	-4,512.91
Office Assistant II	-3,287.41	-3,451.78	-3,624.37	-3,805.59	-3,995.87
Office Assistant III	-3,535.98	-3,712.78	-3,898.42	-4,093.34	-4,298.01
Public Works Inspector	-4,857.00	-5,099.85	-5,354.84	-5,622.58	-5,903.71
Recreation Coordinator	-4,195.66	-4,405.44	-4,625.71	-4,857.00	-5,099.85
Senior Building Maintenance Specialist	-4,195.66	-4,405.44	-4,625.71	-4,857.00	-5,099.85
Senior Maintenance Worker	-4,195.66	-4,405.44	-4,625.71	-4,857.00	-5,099.85
Senior Planner	6,198.90	6,508.85	6,834.29	7,176.00	7,534.80
Senior Technical Support Specialist	-5,099.85	-5,354.84	-5,622.58	-5,903.71	-6,198.90
Systems Administrator III	6,198.90	6,508.85	6,834.29	7,176.00	7,534.80
Technical Support Specialist II	-4,405.44	-4,625.71	-4,857.00	-5,099.85	-5,354.84
Website and Social Media Technician	-4,405.44	-4,625.71	-4,857.00	-5,099.85	-5,354.84
WWTP Operator I	-3,995.87	-4,195.66	-4,405.44	-4,625.71	-4,857.00
WWTP Operator II	-4,405.44	-4,625.71	-4,857.00	-5,099.85	-5,354.84
WWTP Operator in Training	-3,535.98	-3,712.78	-3,898.42	-4,093.34	-4,298.01
Zoo Education Curator	-3,367.60	-3,535.98	-3,712.78	-3,898.42	-4,093.34
Zookeeper I	-3,287.41	-3,451.78	-3,624.37	-3,805.59	-3,995.87

Year 1: Effective July 1, 2021 an additional \$162,000 will be placed in an inequity pool for further adjustment of selected positions. Calculation of costs shall include all roll-up (City paid payroll taxes, retirement, workers compensation, unemployment and other payroll costs) and be based on step E for all positions. Adjustment of positions will be based on market comparison to other cities in the County and the City's recent experience in attracting and retaining qualified applicants/employees in the position. Proposed adjustments and methodology will be determined through the meet and confer process. It is the intent of the City to work with SEIU to swiftly determine which positions will be adjusted with the aim to have final decisions by October 2021. All inequity adjustments will be retroactive back to July 1, 2021 for any active employee.

The City understands and appreciates the need to retain our quality employees and the City acknowledges that the wages paid for certain positions are below the comparable wages for other cities within the County. The City hopes to increase retention and attraction of professional employees, therefore effective July 1, 2021 for any employee in active status on the date of execution of this side letter, the following inequity adjustments will be made:

- a. The following positions will move up one range (approximately a 2.5% (two point five percent) adjustment to base salary) in addition to the COLA salary increase above:
 - Associate Planner
 - Building Maintenance Specialist
 - Finance Technician
 - Maintenance Worker I
 - Senior Building Maintenance Specialist
 - Senior Maintenance Worker
 - Systems Administrator III
 - Zookeeper I
- b. The following positions will move up two ranges (approximately a 5.0% (five point zero percent) adjustment to base salary) in addition to the COLA salary increase above:
 - Account Clerk II
 - Assistant Planner
 - Maintenance Worker II
 - Office Assistant II
 - Office Assistant III
 - Recreation Coordinator
 - WWTP Operator I
- c. The following positions will move up three ranges (approximately a 7.5% (seven point zero percent) adjustment to base salary) in addition to the COLA salary increase above:
 - Administrative Support Assistant
 - Building Inspector I
 - Lead Zookeeper
 - Public Works Inspector
 - Senior Planner
- d. The following positions will move up four ranges (approximately a 10.0% (ten point zero percent) adjustment to existing salary) in addition to the COLA salary increase above:
 - Building Inspector II
 - Senior Technical Support Specialist
 - WWTP Operator II

The following monthly salaries are effective July 1, 2021 for any active employee as of the execution date of this side letter:

MONTHLY SALARY

Approved September 28, 2021

Effective July 1, 2021

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	3,730.56	3,917.09	4,112.94	4,318.59	4,534.52
Administrative Assistant	4,426.55	4,647.88	4,880.27	5,124.28	5,380.49
Administrative Support Assistant	4,015.01	4,215.76	4,426.55	4,647.88	4,880.27
Assistant Planner	5,124.28	5,380.49	5,649.51	5,931.99	6,228.59
Associate Planner	5,787.33	6,076.70	6,380.54	6,699.57	7,034.55
Building Inspector I	4,999.31	5,249.28	5,511.74	5,787.33	6,076.70
Building Inspector II	5,649.51	5,931.99	6,228.59	6,540.02	6,867.02
Building Maintenance Specialist	3,823.82	4,015.01	4,215.76	4,426.55	4,647.88
Finance Technician	4,534.52	4,761.25	4,999.31	5,249.28	5,511.74
Inspector	4,647.88	4,880.27	5,124.28	5,380.49	5,649.51
Lead Zookeeper	4,215.76	4,426.55	4,647.88	4,880.27	5,124.28
Maintenance Worker I	3,383.72	3,552.91	3,730.56	3,917.09	4,112.94
Maintenance Worker II	3,917.09	4,112.94	4,318.59	4,534.52	4,761.25
Office Assistant II	3,468.31	3,641.73	3,823.82	4,015.01	4,215.76
Office Assistant III	3,730.56	3,917.09	4,112.94	4,318.59	4,534.52
Public Works Inspector	5,249.28	5,511.74	5,787.33	6,076.70	6,380.54
Recreation Coordinator	4,426.55	4,647.88	4,880.27	5,124.28	5,380.49
Senior Building Maintenance Specialist	4,318.59	4,534.52	4,761.25	4,999.31	5,249.28
Senior Maintenance Worker	4,318.59	4,534.52	4,761.25	4,999.31	5,249.28
Senior Planner	6,699.57	7,034.55	7,386.28	7,755.59	8,143.37
Senior Technical Support Specialist	5,649.51	5,931.99	6,228.59	6,540.02	6,867.02
Systems Administrator III	6,380.54	6,699.57	7,034.55	7,386.28	7,755.59
Technical Support Specialist II	4,426.55	4,647.88	4,880.27	5,124.28	5,380.49
Website and Social Media Technician	4,426.55	4,647.88	4,880.27	5,124.28	5,380.49
WWTP Operator I	4,215.76	4,426.55	4,647.88	4,880.27	5,124.28
WWTP Operator II	4,880.27	5,124.28	5,380.49	5,649.51	5,931.99
WWTP Operator in Training	3,552.91	3,730.56	3,917.09	4,112.94	4,318.59
Zoo Education Curator	3,383.72	3,552.91	3,730.56	3,917.09	4,112.94
Zookeeper I	3,383.72	3,552.91	3,730.56	3,917.09	4,112.94

Year 2 - Effective July 1, 2022, all positions covered under this MOU shall receive a 3.754.0% (~~three-four~~ point ~~seven-fivezero~~ percent) salary increase. The following monthly salaries become effective July 1, 2022:

MONTHLY SALARY

Approved September 28, 2021

Effective July 1, 2022

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	3,879.78	4,073.77	4,277.46	4,491.33	4,715.90
Administrative Assistant	4,603.61	4,833.79	5,075.48	5,329.25	5,595.71
Administrative Support Assistant	4,175.61	4,384.39	4,603.61	4,833.79	5,075.48
Assistant Planner	5,329.25	5,595.71	5,875.50	6,169.28	6,477.74
Associate Planner	6,018.82	6,319.76	6,635.75	6,967.54	7,315.92
Building Inspector I	5,199.29	5,459.25	5,732.21	6,018.82	6,319.76
Building Inspector II	5,875.50	6,169.28	6,477.74	6,801.63	7,141.71
Building Maintenance Specialist	3,976.77	4,175.61	4,384.39	4,603.61	4,833.79
Finance Technician	4,715.90	4,951.70	5,199.29	5,459.25	5,732.21
Inspector	4,833.79	5,075.48	5,329.25	5,595.71	5,875.50
Lead Zookeeper	4,384.39	4,603.61	4,833.79	5,075.48	5,329.25
Maintenance Worker I	3,519.08	3,695.03	3,879.78	4,073.77	4,277.46
Maintenance Worker II	4,073.77	4,277.46	4,491.33	4,715.90	4,951.70
Office Assistant II	3,607.05	3,787.40	3,976.77	4,175.61	4,384.39
Office Assistant III	3,879.78	4,073.77	4,277.46	4,491.33	4,715.90
Public Works Inspector	5,459.25	5,732.21	6,018.82	6,319.76	6,635.75
Recreation Coordinator	4,603.61	4,833.79	5,075.48	5,329.25	5,595.71
Senior Building Maintenance Specialist	4,491.33	4,715.90	4,951.70	5,199.29	5,459.25
Senior Maintenance Worker	4,491.33	4,715.90	4,951.70	5,199.29	5,459.25
Senior Planner	6,967.54	7,315.92	7,681.72	8,065.81	8,469.10
Senior Technical Support Specialist	5,875.50	6,169.28	6,477.74	6,801.63	7,141.71
Systems Administrator III	6,635.75	6,967.54	7,315.92	7,681.72	8,065.81
Technical Support Specialist II	4,603.61	4,833.79	5,075.48	5,329.25	5,595.71
Website and Social Media Technician	4,603.61	4,833.79	5,075.48	5,329.25	5,595.71
WWTP Operator I	4,384.39	4,603.61	4,833.79	5,075.48	5,329.25
WWTP Operator II	5,075.48	5,329.25	5,595.71	5,875.50	6,169.28
WWTP Operator in Training	3,695.03	3,879.78	4,073.77	4,277.46	4,491.33
Zoo Education Curator	3,519.08	3,695.03	3,879.78	4,073.77	4,277.46
Zookeeper I	3,519.08	3,695.03	3,879.78	4,073.77	4,277.46

MONTHLY SALARY
Effective July 1, 2022

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	-3,668.57	-3,852.00	-4,044.60	-4,246.83	-4,459.17
Administrative Assistant	-4,570.64	-4,799.17	-5,039.13	-5,291.09	-5,555.64
Administrative Support Assistant	-3,852.00	-4,044.60	-4,246.83	-4,459.17	-4,682.13
Assistant Planner	-5,039.13	-5,291.09	-5,555.64	-5,833.42	-6,125.09
Associate Planner	-5,833.42	-6,125.09	-6,431.34	-6,752.91	-7,090.56
Building Inspector I	-4,799.17	-5,039.13	-5,291.09	-5,555.64	-5,833.42
Building Inspector II	-5,291.09	-5,555.64	-5,833.42	-6,125.09	-6,431.34
Building Maintenance Specialist	-3,852.00	-4,044.60	-4,246.83	-4,459.17	-4,682.13
Finance Technician	-4,570.64	-4,799.17	-5,039.13	-5,291.09	-5,555.64
Inspector	-4,799.17	-5,039.13	-5,291.09	-5,555.64	-5,833.42
Lead Zookeeper	-4,044.60	-4,246.83	-4,459.17	-4,682.13	-4,916.24
Maintenance Worker I	-3,410.69	-3,581.22	-3,760.28	-3,948.29	-4,145.70
Maintenance Worker II	-3,852.00	-4,044.60	-4,246.83	-4,459.17	-4,682.13
Office Assistant II	-3,410.69	-3,581.22	-3,760.28	-3,948.29	-4,145.70
Office Assistant III	-3,668.57	-3,852.00	-4,044.60	-4,246.83	-4,459.17
Public Works Inspector	-5,039.13	-5,291.09	-5,555.64	-5,833.42	-6,125.09
Recreation Coordinator	-4,352.99	-4,570.64	-4,799.17	-5,039.13	-5,291.09
Senior Building Maintenance Specialist	-4,352.99	-4,570.64	-4,799.17	-5,039.13	-5,291.09
Senior Maintenance Worker	-4,352.99	-4,570.64	-4,799.17	-5,039.13	-5,291.09
Senior Planner	-6,431.34	-6,752.91	-7,090.56	-7,445.09	-7,817.34
Senior Technical Support Specialist	-5,291.09	-5,555.64	-5,833.42	-6,125.09	-6,431.34
Systems Administrator III	-6,431.34	-6,752.91	-7,090.56	-7,445.09	-7,817.34
Technical Support Specialist II	-4,570.64	-4,799.17	-5,039.13	-5,291.09	-5,555.64
Website and Social Media Technician	-4,570.64	-4,799.17	-5,039.13	-5,291.09	-5,555.64
WWTP Operator I	-4,145.70	-4,352.99	-4,570.64	-4,799.17	-5,039.13
WWTP Operator II	-4,570.64	-4,799.17	-5,039.13	-5,291.09	-5,555.64
WWTP Operator in Training	-3,668.57	-3,852.00	-4,044.60	-4,246.83	-4,459.17
Zoo Education Curator	-3,493.88	-3,668.57	-3,852.00	-4,044.60	-4,246.83
Zookeeper I	-3,410.69	-3,581.22	-3,760.28	-3,948.29	-4,145.70

Year 3 - Effective July 1, 2023, all positions covered under this MOU shall receive a 3.5% (three point five percent) salary increase. The following monthly salaries become effective July 1, 2023:

MONTHLY SALARY

Approved September 28, 2021

Effective July 1, 2023

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	4,015.57	4,216.35	4,427.17	4,648.53	4,880.96
Administrative Assistant	4,764.75	5,002.99	5,253.14	5,515.80	5,791.59
Administrative Support Assistant	4,321.77	4,537.86	4,764.75	5,002.99	5,253.14
Assistant Planner	5,515.80	5,791.59	6,081.17	6,385.23	6,704.49
Associate Planner	6,229.48	6,540.95	6,868.00	7,211.40	7,571.97
Building Inspector I	5,381.26	5,650.32	5,932.84	6,229.48	6,540.95
Building Inspector II	6,081.17	6,385.23	6,704.49	7,039.71	7,391.70
Building Maintenance Specialist	4,115.97	4,321.77	4,537.86	4,764.75	5,002.99
Finance Technician	4,880.96	5,125.01	5,381.26	5,650.32	5,932.84
Inspector	5,002.99	5,253.14	5,515.80	5,791.59	6,081.17
Lead Zookeeper	4,537.86	4,764.75	5,002.99	5,253.14	5,515.80
Maintenance Worker I	3,642.24	3,824.35	4,015.57	4,216.35	4,427.17
Maintenance Worker II	4,216.35	4,427.17	4,648.53	4,880.96	5,125.01
Office Assistant II	3,733.30	3,919.97	4,115.97	4,321.77	4,537.86
Office Assistant III	4,015.57	4,216.35	4,427.17	4,648.53	4,880.96
Public Works Inspector	5,650.32	5,932.84	6,229.48	6,540.95	6,868.00
Recreation Coordinator	4,764.75	5,002.99	5,253.14	5,515.80	5,791.59
Senior Building Maintenance Specialist	4,648.53	4,880.96	5,125.01	5,381.26	5,650.32
Senior Maintenance Worker	4,648.53	4,880.96	5,125.01	5,381.26	5,650.32
Senior Planner	7,211.40	7,571.97	7,950.57	8,348.10	8,765.51
Senior Technical Support Specialist	6,081.17	6,385.23	6,704.49	7,039.71	7,391.70
Systems Administrator III	6,868.00	7,211.40	7,571.97	7,950.57	8,348.10
Technical Support Specialist II	4,764.75	5,002.99	5,253.14	5,515.80	5,791.59
Website and Social Media Technician	4,764.75	5,002.99	5,253.14	5,515.80	5,791.59
WWTP Operator I	4,537.86	4,764.75	5,002.99	5,253.14	5,515.80
WWTP Operator II	5,253.14	5,515.80	5,791.59	6,081.17	6,385.23
WWTP Operator in Training	3,824.35	4,015.57	4,216.35	4,427.17	4,648.53
Zoo Education Curator	3,642.24	3,824.35	4,015.57	4,216.35	4,427.17
Zookeeper I	3,642.24	3,824.35	4,015.57	4,216.35	4,427.17

MONTHLY SALARY**Effective July 1, 2023**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	—3,796.98	—3,986.83	—4,186.17	—4,395.48	—4,615.25
Administrative Assistant	—4,730.64	—4,967.17	—5,215.53	—5,476.31	—5,750.13
Administrative Support Assistant	—3,986.83	—4,186.17	—4,395.48	—4,615.25	—4,846.01
Assistant Planner	—5,215.53	—5,476.31	—5,750.13	—6,037.64	—6,339.52
Associate Planner	—6,037.64	—6,339.52	—6,656.50	—6,989.33	—7,338.80
Building Inspector I	—4,967.17	—5,215.53	—5,476.31	—5,750.13	—6,037.64
Building Inspector II	—5,476.31	—5,750.13	—6,037.64	—6,339.52	—6,656.50
Building Maintenance Specialist	—3,986.83	—4,186.17	—4,395.48	—4,615.25	—4,846.01
Finance Technician	—4,730.64	—4,967.17	—5,215.53	—5,476.31	—5,750.13
Inspector	—4,967.17	—5,215.53	—5,476.31	—5,750.13	—6,037.64
Lead Zookeeper	—4,186.17	—4,395.48	—4,615.25	—4,846.01	—5,088.31
Maintenance Worker I	—3,530.07	—3,706.57	—3,891.90	—4,086.50	—4,290.83
Maintenance Worker II	—3,986.83	—4,186.17	—4,395.48	—4,615.25	—4,846.01
Office Assistant II	—3,530.07	—3,706.57	—3,891.90	—4,086.50	—4,290.83
Office Assistant III	—3,796.98	—3,986.83	—4,186.17	—4,395.48	—4,615.25
Public Works Inspector	—5,215.53	—5,476.31	—5,750.13	—6,037.64	—6,339.52
Recreation Coordinator	—4,505.37	—4,730.64	—4,967.17	—5,215.53	—5,476.31
Senior Building Maintenance Specialist	—4,505.37	—4,730.64	—4,967.17	—5,215.53	—5,476.31
Senior Maintenance Worker	—4,505.37	—4,730.64	—4,967.17	—5,215.53	—5,476.31
Senior Planner	—6,656.50	—6,989.33	—7,338.80	—7,705.74	—8,091.03
Senior Technical Support Specialist	—5,476.31	—5,750.13	—6,037.64	—6,339.52	—6,656.50
Systems Administrator III	—6,656.50	—6,989.33	—7,338.80	—7,705.74	—8,091.03
Technical Support Specialist II	—4,730.64	—4,967.17	—5,215.53	—5,476.31	—5,750.13
Website and Social Media Technician	—4,730.64	—4,967.17	—5,215.53	—5,476.31	—5,750.13
WWTP Operator I	—4,290.83	—4,505.37	—4,730.64	—4,967.17	—5,215.53
WWTP Operator II	—4,730.64	—4,967.17	—5,215.53	—5,476.31	—5,750.13
WWTP Operator in Training	—3,796.98	—3,986.83	—4,186.17	—4,395.48	—4,615.25
Zoo Education Curator	—3,616.17	—3,796.98	—3,986.83	—4,186.17	—4,395.48
Zookeeper I	—3,530.07	—3,706.57	—3,891.90	—4,086.50	—4,290.83

- a. Movement between steps shall be at twelve-month intervals and subject to satisfactory performance. The initial step movement after hiring, however, shall be after twelve months or after completion of probation, whichever occurs later. Employees may receive step increases at a period of less than twelve (12) months upon recommendation of the department head and approval of the City Manager.

The City is committed to providing evaluations and step increases in a timely manner. At the request of designated Union representatives, but not more than monthly, designated Union representatives shall be provided a list of evaluations that are more than 30 days overdue for those employees that are eligible for a step increase. It is understood that Union

representatives will be contacting the supervisor or department head of employees on the list, urging the supervisor to make the evaluation a priority.

- b. An employee who is promoted shall receive a salary increase of at least one step (5%). Therefore, the employee shall be placed on step "A", or that step which produces at least a one-step salary increase.
- c. The parties agree that the salary survey jurisdictions for unit classifications under this M.O.U. shall be the cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo.

City of Atascadero

Date: _____

By: _____
SEIU

Date: _____

By: _____
Rachelle Rickard, City Manager

Date: _____

By: _____
SEIU

Date: _____

By: _____
Heather Moreno, Mayor

Date: _____

By: _____
SEIU

Date: _____

By: _____
SEIU

DRAFT RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATASCADERO, CALIFORNIA, ESTABLISHING THE COMPENSATION AND BENEFIT PLAN FOR NON-REPRESENTED PROFESSIONAL AND MANAGEMENT WORKERS AND CONFIDENTIAL EMPLOYEES, EFFECTIVE JULY 1, ~~2020~~2021 – JUNE 30, ~~2021~~2024

WHEREAS, the Government Code of the State of California prescribes a procedure for discussing and resolving matters regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the City Personnel System Rules provided for a Compensation Plan; and

WHEREAS, the City desires to set forth salaries and benefits for Non-Represented Professional and Management workers and Confidential employees; and

WHEREAS, the City Council adopted Resolution 2019-074 on September 10, 2019, establishing the compensation and benefit plan for Non-Represented Professional and Management workers and Confidential employees.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Atascadero that all prior Resolutions for Non-Represented employees are repealed; and the Professional and Management workers and Confidential employees Compensation and Benefit Plan is hereby established as follows:

Positions

The following positions are included in this Resolution. The City Manager and Department Heads have individual employment agreements defining other terms and conditions of employment not described herein.

Executive Management Positions

Administrative Services Director
Deputy City Manager
City Manager
Community Development Director
Fire Chief
Police Chief
Public Works Director

Management Positions

Battalion Chief

Deputy Administrative Services Director

Deputy Community Development Director

Deputy Community Development Director/Building Official/Economic Development Director

Deputy Public Works Director

Information Technology Manager

Police [LieutenantCommander](#)

[Public Works Analyst](#)

Zoo Director

Confidential (Includes only designated positions within the classifications)

Accounting Specialist

Administrative Assistant

Finance Technician

Personnel Specialist

Salaries

This three (3) year agreement shall provide salary increases according to the following formula and schedule:

~~This one (1) year agreement shall provide no salary increases.~~

~~The following monthly salaries are effective July 1, 2020:~~

MONTHLY SALARY

~~Effective July 1, 2020~~

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Specialist- Confidential	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97	\$ 5,525.07	\$ 5,801.32
Administrative Assistant- Confidential	\$ 4,329.04	\$ 4,545.49	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97
Administrative Services Director	\$ 9,814.08	\$ 10,304.78	\$ 10,820.02	\$ 11,361.02	\$ 11,929.07
City Manager	\$ 12,757.43	\$ 13,395.30	\$ 14,065.07	\$ 14,768.32	\$ 15,506.74
Community Development Director	\$ 9,814.08	\$ 10,304.78	\$ 10,820.02	\$ 11,361.02	\$ 11,929.07
Deputy Administrative Services Director	\$ 7,689.59	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74
Deputy City Manager	\$ 7,689.59	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74
Deputy Community Development Director	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74	\$ 9,814.08
Deputy Community Development — Director / Building Official / Economic — Development Director	\$ 9,124.23	\$ 9,580.44	\$ 10,059.46	\$ 10,562.43	\$ 11,090.55
Deputy Public Works Director	\$ 7,689.59	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74
Finance Technician- Confidential	\$ 4,329.04	\$ 4,545.49	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97
Fire Battalion Chief	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74	\$ 9,814.08
Fire Chief	\$ 11,079.30	\$ 11,633.27	\$ 12,214.93	\$ 12,825.68	\$ 13,466.96
Information Technology Manager	\$ 6,883.64	\$ 7,227.82	\$ 7,589.24	\$ 7,968.67	\$ 8,367.10
Personnel Specialist- Confidential	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97	\$ 5,525.07	\$ 5,801.32
Police Chief	\$ 11,079.30	\$ 11,633.27	\$ 12,214.93	\$ 12,825.68	\$ 13,466.96
Police Lieutenant	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74	\$ 9,814.08
Public Works Director	\$ 9,814.08	\$ 10,304.78	\$ 10,820.02	\$ 11,361.02	\$ 11,929.07
Zoo Director	\$ 6,808.64	\$ 7,149.07	\$ 7,506.52	\$ 7,881.85	\$ 8,275.94

Year 1- Effective July 1, 2021 all employees covered under this MOU shall receive a 5.0% (five point zero percent) salary increase.

The City understands and appreciates the need to retain our quality employees and the City acknowledges that the wages paid for certain positions are below the comparable wages for other cities within the County. Because the City hopes to increase retention and attraction of professional employees, the following adjustments will be made:

- a. The following positions will move up approximately one range and will be adjusted to fit on an established salary range. This will result in approximately a 2.3% to 2.6% (two point three percent to two point six percent) adjustment to base salary in addition to the COLA salary increase above:
 - Accounting Specialist- Confidential (to range 26)
 - Administrative Assistant- Confidential (to range 22)
 - Finance Technician- Confidential (to range 26)
 - Fire Chief (to range M60)
 - Police Chief (to range M60)
- b. The following positions will move up two ranges and will be adjusted to fit on an established salary range in addition to the COLA salary increase above. This will result in an approximately a 5% (five percent) adjustment to base salary in addition to the COLA salary increase above:
 - City Manager

- Deputy Administrative Services Director (to range M46)
 - Deputy Community Development Director (to range M46)
 - Deputy Public Works Director (to range M46)
- c. The following positions will move up three ranges and will be adjusted to fit on an established salary range in addition to the COLA salary increase above. This will result in an approximately a 7.5% (seven point five percent) adjustment to base salary in addition to the COLA salary increase above:
- Administrative Services Director (to range M57)
 - Community Development Director (to range M57)
 - Personnel Specialist (to range 28)
 - Public Works Director (to range M57)
- d. The following positions will move up three ranges and will be adjusted to fit on an established salary range in addition to the COLA salary increase above. This will result in an approximately a 9% (nine percent) adjustment to base salary in addition to the COLA salary increase above:
- Information Technology Manager (to range M43)
- e. The following position will move up four ranges (approximately a 10.0% (ten point zero percent) adjustment to existing salary) in addition to the COLA salary increase above:
- Battalion Chief (to range M50)
 - Deputy City Manager (to range M48)
 - Police Commander (to range M50)
- f. The City Manager Employment Agreement is being amended to reduce certain benefits provided to the City Manager including a reduction of City contributions to the City Manager's 457 deferred compensation account (reduced by \$1,000 per month and elimination of "last 3 year catch-up"), reduction of the automobile allowance (reduced by \$200 per month), and elimination of certain reimbursements. In addition to the COLA salary increase of 5% and the adjustment per "c" of 5%, and in consideration of these reductions in benefits, the City Manager salary will be increased by an additional \$970 per month to range M69 Step E.

The following monthly salaries are effective July 1, 2021

MONTHLY SALARY Effective July 1, 2021					
CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Specialist- Confidential	5,124.28	5,380.49	5,649.51	5,931.99	6,228.59
Administrative Assistant- Confidential	4,647.88	4,880.27	5,124.28	5,380.49	5,649.51
Administrative Services Director	11,090.08	11,644.58	12,226.81	12,838.15	13,480.06
Battalion Chief	9,351.94	9,819.54	10,310.52	10,826.05	11,367.35
City Manager	14,861.76	15,604.85	16,385.09	17,204.34	18,064.56
Community Development Director	11,090.08	11,644.58	12,226.81	12,838.15	13,480.06
Deputy Administrative Services Director	8,482.49	8,906.61	9,351.94	9,819.54	10,310.52
Deputy City Manager	8,906.61	9,351.94	9,819.54	10,310.52	10,826.05
Deputy Community Development Director	8,482.49	8,906.61	9,351.94	9,819.54	10,310.52
Deputy Community Development Director / Building Official / Economic Development Director	9,580.03	10,059.03	10,561.98	11,090.08	11,644.58
Deputy Public Works Director	8,482.49	8,906.61	9,351.94	9,819.54	10,310.52
Finance Technician- Confidential	4,647.88	4,880.27	5,124.28	5,380.49	5,649.51
Fire Chief	11,935.72	12,532.51	13,159.14	13,817.10	14,507.96
Information Technology Manager	7,881.52	8,275.59	8,689.37	9,123.84	9,580.03
Personnel Specialist- Confidential	5,380.49	5,649.51	5,931.99	6,228.59	6,540.02
Police Chief	11,935.72	12,532.51	13,159.14	13,817.10	14,507.96
Police Commander	9,351.94	9,819.54	10,310.52	10,826.05	11,367.35
Public Works Analyst	7,148.77	7,506.21	7,881.52	8,275.60	8,689.38
Public Works Director	11,090.08	11,644.58	12,226.81	12,838.15	13,480.06
Zoo Director	7,148.77	7,506.21	7,881.52	8,275.60	8,689.38

Year 2- Effective July 1, 2022, all employees covered under this MOU shall receive a 4.0% (four point zero) COLA salary increase. The following monthly salaries are effective July 1, 2022:

MONTHLY SALARY Effective July 1, 2022					
CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Specialist- Confidential	5,329.25	5,595.71	5,875.50	6,169.28	6,477.74
Administrative Assistant- Confidential	4,833.79	5,075.48	5,329.25	5,595.71	5,875.50
Administrative Services Director	11,533.69	12,110.37	12,715.89	13,351.68	14,019.26
Battalion Chief	9,726.02	10,212.32	10,722.94	11,259.09	11,822.04
City Manager	15,456.23	16,229.04	17,040.49	17,892.51	18,787.14
Community Development Director	11,533.69	12,110.37	12,715.89	13,351.68	14,019.26
Deputy Administrative Services Director	8,821.79	9,262.88	9,726.02	10,212.32	10,722.94
Deputy City Manager	9,262.88	9,726.02	10,212.32	10,722.94	11,259.09
Deputy Community Development Director	8,821.79	9,262.88	9,726.02	10,212.32	10,722.94
Deputy Community Development Director / Building Official / Economic Development Director	9,963.24	10,461.40	10,984.47	11,533.69	12,110.37
Deputy Public Works Director	8,821.79	9,262.88	9,726.02	10,212.32	10,722.94
Finance Technician- Confidential	4,833.79	5,075.48	5,329.25	5,595.71	5,875.50
Fire Chief	12,413.14	13,033.80	13,685.49	14,369.76	15,088.25
Information Technology Manager	8,196.78	8,606.62	9,036.95	9,488.80	9,963.24
Personnel Specialist- Confidential	5,595.71	5,875.50	6,169.28	6,477.74	6,801.63
Police Chief	12,413.14	13,033.80	13,685.49	14,369.76	15,088.25
Police Commander	9,726.02	10,212.32	10,722.94	11,259.09	11,822.04
Public Works Analyst	7,434.72	7,806.46	8,196.78	8,606.62	9,036.95
Public Works Director	11,533.69	12,110.37	12,715.89	13,351.68	14,019.26
Zoo Director	7,434.72	7,806.46	8,196.78	8,606.62	9,036.95

Year 3- Effective July 1, 2023, all employees covered under this MOU shall receive a 3.5% (three point five percent) COLA salary increase. The following monthly salaries are effective July 1, 2023:

MONTHLY SALARY						
Effective July 1, 2023						
CLASSIFICATION	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Specialist- Confidential	26	5,515.80	5,791.59	6,081.17	6,385.23	6,704.49
Administrative Assistant- Confidential	22	5,002.99	5,253.14	5,515.80	5,791.59	6,081.17
Administrative Services Director	M57	11,937.38	12,534.25	13,160.96	13,819.01	14,509.96
Battalion Chief	M50	10,066.43	10,569.75	11,098.24	11,653.15	12,235.81
City Manager	M69	15,997.23	16,797.09	17,636.94	18,518.79	19,444.73
Community Development Director	M57	11,937.38	12,534.25	13,160.96	13,819.01	14,509.96
Deputy Administrative Services Director	M46	9,130.55	9,587.08	10,066.43	10,569.75	11,098.24
Deputy City Manager	M48	9,587.08	10,066.43	10,569.75	11,098.24	11,653.15
Deputy Community Development Director	M46	9,130.55	9,587.08	10,066.43	10,569.75	11,098.24
Deputy Community Development Director / Building Official / Economic Development Director	M51	10,311.95	10,827.55	11,368.93	11,937.38	12,534.25
Deputy Public Works Director	M46	9,130.55	9,587.08	10,066.43	10,569.75	11,098.24
Finance Technician- Confidential	22	5,002.99	5,253.14	5,515.80	5,791.59	6,081.17
Fire Chief	M60	12,847.60	13,489.98	14,164.48	14,872.70	15,616.34
Information Technology Manager	M43	8,483.67	8,907.85	9,353.24	9,820.90	10,311.95
Personnel Specialist- Confidential	28	5,791.59	6,081.17	6,385.23	6,704.49	7,039.71
Police Chief	M60	12,847.60	13,489.98	14,164.48	14,872.70	15,616.34
Police Commander	M50	10,066.43	10,569.75	11,098.24	11,653.15	12,235.81
Public Works Analyst	M39	7,694.94	8,079.69	8,483.67	8,907.85	9,353.24
Public Works Director	M57	11,937.38	12,534.25	13,160.96	13,819.01	14,509.96
Zoo Director	M39	7,694.94	8,079.69	8,483.67	8,907.85	9,353.24

Work Period

The normal work period for non-exempt employees shall be seven (7) days with a maximum non-overtime of forty (40) hours.

Overtime Rate

Overtime for non-exempt employees, shall be compensated at the rate of time and one-half the regular rate of pay. All overtime shall be recorded and paid in the following manner:

- 1 to 15 minutes, overtime compensation – $\frac{1}{4}$ hour
- 16 to 30 minutes, overtime compensation – $\frac{1}{2}$ hour
- 31 to 45 minutes, overtime compensation – $\frac{3}{4}$ hour
- 46 to 60 minutes, overtime compensation – 1 hour

Overtime Hours Paid

Overtime for non-exempt employees shall be paid after forty (40) hours worked in a work period. Paid time off shall be considered time worked for overtime purposes.

Schools/Training/Conferences

Hours traveling, studying, or evening classes, etc., when a non-exempt employee is attending an out-of-town school shall be paid in accordance with all FLSA provisions.

Compensatory Time (CT)

Notwithstanding the provisions of this section, non-exempt employees may be granted CT for overtime credit computed at time and one-half at the mutual convenience of the City and the employee. Non-exempt employees may accumulate a maximum of one hundred and twenty (120) hours in their CT account.

Scheduling Compensatory Time

Requests to use CT shall be granted with due regard for operational necessity such as staffing levels.

Deferred Compensation

The City will match an eligible employee's contribution to a deferred compensation program. The match will be up to a maximum of \$1,000 annually for executive management employees and \$500 annually for management employees. All deferred compensation contributions are fully vested in the employee and shall not be available to the City.

Longevity Exclusively as Section 457 Contribution

- a. For those active employees that have attained 10 years of continuous full time employment, the City, consistent with sections (b) through (f) below, shall deposit funds into a separate deferred compensation plan Section 457 account for each employee in the following amounts:
 - i. Fiscal Year 2021-2022: \$50 for each whole year of continuous full-time employment with the City
 - ii. After July 1, 2022: \$100 per year for each whole year of continuous full-time employment with the City
- b. Only employees who have received an overall rating of “satisfactory” or better on their last evaluation on file will be eligible for the longevity 457 contribution.
- c. Whole years of full time employment shall be determined on September 1st of each year for each active employee.
- d. Fractions of a year will be rounded down to the nearest whole year.
- e. For Fiscal Year 2021-2022, deposit into the deferred compensation account shall be made in one lump sum no later than 60 days after execution of this MOU. Thereafter, deposit into the deferred compensation account shall be made in one lump sum annually no later than the second pay period in September.
- f. Based on title 2 of the California Code of Regulations Section 571, the annual City deferred contribution for longevity into the separate deferred compensation plan, will not be considered special compensation, will not be reported to CalPERS as compensation and will not be considered as compensation when calculating an employee’s retirement benefits. In the event that CalPERS at some time in the future determines that the longevity Section 457 Contribution meets the definition of “Special Compensation”, both parties agree to reopen negotiations related to the financial impacts and implementation of this issue.

Health Benefits

1. Effective January 1, ~~2020~~2021, for unit members who elect to have “Family” coverage, the City shall pay an amount not to exceed ~~\$1,967.91~~ \$2,035.57 per month for employees electing Family coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for dependents based upon HMO plan costs.
2. Effective January 1, ~~2020~~2021, for unit members who elect to have “Employee +1” coverage, the City shall pay an amount not to exceed ~~\$1,468.28~~ \$1,513.88 per month for employees electing Employee +1 coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for the dependent based upon HMO plan costs.
3. Effective January 1, ~~2020~~2021, for unit members who elect to have “Employee Only” coverage, the City shall pay amount not to exceed ~~\$1,042.68~~ \$1,076.83 per month for

employees electing Employee Only coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee for the term of this agreement. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee based upon the HMO plan costs.

For unit members who elect to have "Employee Only" coverage, available funds remaining from the City's contribution toward insurance coverage shall be paid to an employee hired on or before September 1, 2000 as additional compensation. This amount shall not exceed \$240.56 per month.

4. The City of Atascadero has established a Post Retirement Health Benefit for Executive Management and Council. The City agrees to reimburse the retiree for retiree and/or retiree's dependent health (medical/dental/vision) insurance premiums, disability insurance, long-term health care or life insurance premiums in a method determined by the Administrative Services Director following retirement.

The program parameters are:

- ☐ The benefit is available upon retirement from PERS or other similar retirement program after age 50; and
- ☐ The employee must have served for 8 years with the City of Atascadero; and
- ☐ For employees hired after July 1, 2016 the employee must begin drawing retirement within 6 months of separating from the City of Atascadero; and
- ☐ The benefit extends between the date of retirement and age 65; and
- ☐ The current benefit is \$200.00 monthly.

Life Insurance

The City shall provide a term life insurance policy on each employee (Executive Management, Management, Confidential and Council) in the amount of Fifty-Thousand Dollars (\$50,000).

The City shall provide a term life insurance policy for each eligible dependent of Executive Management, Management and Confidential employees enrolled in health coverage in the amount of One Thousand Dollars (\$1,000) per dependent.

Long-Term Disability Insurance

The City shall provide a City-paid program to provide Long-Term Disability Insurance for Executive Management and Management employees.

State Disability Insurance

The City provides State Disability Insurance as a payroll deduction for each employee in the Confidential classification only. State Disability Insurance shall be integrated with sick leave with the objective of providing full compensation.

Leave

Administrative Leave:

Executive Management Employees, and Management Employees will receive Administrative Leave, which will vest as of July 1 annually. Except as provided below, Administrative Leave will not be carried over or accrue from one fiscal year to the next. If an employee is unable to use his/her Administrative Leave prior to the end of the fiscal year for work related reasons beyond his/her control, said leave will be carried over into the next fiscal year for a period not to exceed three (3) months. Said time will be available to the employee for use during that period, but will not be accrued for the purpose of payoff in the event of termination. In the event an employee covered by this Agreement is employed after January 1 of the fiscal year, the employee shall be eligible for one half of their annual allotment of Administrative Leave. Employees shall receive Administrative Leave at the following annual rates:

- Executive Management shall receive 80 hours.
- Management Employees shall receive 48 hours.

Vacation Leave:

- a. Employees shall receive vacation leave consistent with the Personnel System Rules.
- b. In addition to the vacation leave accrued as outlined in Section 15.2 B of the City of Atascadero Personnel System Rules, employees shall receive:
 - An additional two days of vacation annually upon completing 15 years of service for a total accrual of 22 days per year or 6.77 hours per pay period; and
 - Two more days of vacation annually upon completing 20 years of service for a total accrual of 24 days per year or 7.385 per pay period.

Holidays

The City shall recognize the following days as official City holidays:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
"Floating" Holiday	Off As Scheduled; Accrues January 1

Each unit member employed by the City as of January 1st of each year shall be eligible for one floating holiday (8 hours). Floating holidays must have prior department approval and shall be

consistent with the efficient operation of the department. The floating holiday may be used between January 1 and December 31 of each year.

Sick Leave:

1. Sick leave accumulates at a rate of 3.69 hours per pay period. There is no limit to the accumulation.
2. Stay Well Bonus. Employees with 384 or more hours of accumulated sick leave shall be eligible for the Stay Well Bonus. The Stay Well Bonus will be implemented as follows:
 - a. The sick leave pay-off will occur during the twelve- (12) month period beginning the first day after the second pay period in October and ending on the last day of the second pay period in October of the following year after an employee has accumulated and maintained 384 hours of sick leave.
 - b. Once the eligibility requirements have been met, an employee may opt to receive a pay-off equal to one-third (1/3) of the unused annual allotment of sick leave. (The annual allotment is 95.94 hours).
 - c. Checks will be prepared by December 15 of each year.
3. Sick Leave Payback. When an executive management employee, a management employee or confidential employee terminates employment in good standing, after five (5) years of continuous service with the City of Atascadero in an executive management, management, or confidential position, as defined in this Resolution, he/she shall be paid one-half of his/her accumulated Sick Leave.
4. In any calendar year, up to two days (16 hours) of sick leave may be used for personal reasons without explanation. These days are not intended as vacation days and may not be used to extend vacations or holidays.

Bereavement Leave

Employees shall be granted bereavement leave pursuant to the City of Atascadero Personnel System Rules.

The City shall provide up to twenty-four (24) hours of paid bereavement leave for bereavement purposes. Bereavement purposes include (1) the death of a member of the employee's immediate family, and (2) the critical illness of a member of the employee's immediate family where death appears to be imminent. The amount of bereavement leave provided under this section is twenty four (24) hours per family member.

The employee may be required to submit proof of a relative's death or critical illness before final approval of leave is granted.

For purposes of this section, "immediate family" means: spouse or domestic partner, parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian), grandparent, grandchild, child

(including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis), brother, sister, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other.

Twenty-four (24) hours of the paid absence shall be considered "bereavement leave", and any remaining time shall be from other paid time off available to the employee.

When an employee has exhausted the bereavement leave provided in this section, the employee may submit a request to his/her Department Head and request additional time off work. If approved, the employee must use their other accrued paid leave. The employee may elect which accrued paid leave he/she shall use during the additional leave. However, the employee may not use more than forty (40) hours of accrued sick leave for bereavement purposes. If the additional leave approved by the Department Head is longer than forty (40) hours, the employee is required to use accrued paid leave other than sick leave.

Retirement

CalPERS Non-Sworn Miscellaneous Members (as defined by CalPERS)

- a. Non-Sworn Miscellaneous Member employees (as defined by CalPERS) are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

TIER 1

Non-sworn Miscellaneous Member employees hired on or before July 14, 2012 are provided benefits pursuant to the 2.5% @ 55 Benefit Formula (Government Code Section 21354.4), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 3.3% (three point three percent) of the Non-sworn Miscellaneous Member employee contribution of 8% (eight percent). Non-sworn Miscellaneous Member employees will pay the remaining 4.7% (four point seven percent) of the employee contribution.

TIER 2

Non-sworn Miscellaneous Member employees hired between July 14, 2012 and December 31, 2012, and Non-sworn Miscellaneous Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 2% @ 55 Benefit Formula (G.C. Section 21354), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 2.3% (two point three percent) of the Non-sworn Miscellaneous Member employee contribution of 7% (seven percent). Non-sworn Miscellaneous Member employees will pay the remaining 4.7% (four point seven percent) of the employee contribution.

TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Non-sworn Miscellaneous Member employees hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to 2% @ 62 Benefit Formula (G.C. Section 7522.20) with Final Compensation 3 Year (G.C. Section 20037). The Non-sworn Miscellaneous Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. The City shall provide CalPERS the Post Retirement Survivor benefit for Miscellaneous Members.
- c. Employee contributions shall be contributed to CalPERS on a pre-tax basis.

CalPERS Sworn Safety Members (as defined by CalPERS)

- a. Sworn Safety Member employees (as defined by CalPERS) are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

TIER 1

Sworn Safety Member employees hired on or before July 14, 2012 are provided benefits pursuant to the 3% @ 50 Benefit Formula (Government Code Section 21362.2), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees will pay the employee contribution of 9% (nine percent).

TIER 2

Sworn Safety Member employees hired between July 14, 2012 and December 31, 2012, and Sworn Safety Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 3% @ 55 Benefit Formula (G.C. Section 21363.1), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees will pay the employee contribution of 9% (nine percent).

TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Sworn Safety Member employees including hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to the 2.7% @ 57 Benefit Formula (G.C. Section 7522.25(d)) with Final Compensation 3 Year (G.C. Section 20037). The Sworn Safety Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. The CalPERS retirement for Sworn Safety Members (as defined by CalPERS) includes Level Four (4) of the 1959 Survivor's Benefit. The employees shall pay the monthly cost of the benefit.
- c. Employee contributions shall be contributed to CalPERS on a pre-tax basis.

Education Incentive Pay

Employees shall be reimbursed up to \$1,600.00 per fiscal year for books, tuition and related educational expenses for attending college or other professional training, providing the coursework is job-related, and the employee received a passing grade.

Uniform/Safety Equipment Allowance

- a. The City shall provide an annual uniform allowance of eight hundred dollars (\$800) for Police Chief and Commanders, and eight hundred fifty dollars (\$850) for the Fire Chief and Battalion Chiefs. Upon initial hire the employee will receive \$800/\$850. In the second year the amount will be prorated based upon the actual number of months employed in the prior year. When an employee separates from the City the Uniform Allowance will be prorated based upon the number of months worked in the then current fiscal year.
- b. The City will make a lump sum payment of the uniform allowance no later than the second payday in July.
- c. Uniforms damaged on duty shall be replaced as prorated by the Chiefs. Employees are required to seek reimbursement through the courts with all practical diligence.
- d. The City shall make available a bulletproof vest. Employees requesting a vest shall certify that they will wear the vest at all times, except in extreme climatic conditions. Vests shall be replaced or refurbished on an as needed basis as determined by the Chief of Police. Employees already owning a vest shall continue to use them until repair or refurbishment becomes necessary, as determined by the Chief of Police.
- e. Rain boots - The City shall comply with the requirements of CAL/OSHA as it relates to providing rain gear including rain boots.

Commitment to Fair and Reasonable Changes to the CalPERS System

The interests of the City and the employees whose positions are covered under this resolution are generally aligned: both seek fair and reasonable changes to the CalPERS system to ensure long-term sustainability of the system. Needed State-level changes acceptable to both executive management and City labor groups are most likely to be initiated by CalPERS member agencies and labor, working collaboratively.

City and the employees covered under this resolution hereby jointly commit to:

- Request state-level membership organizations (e.g., the League of California Cities, state-wide labor affiliates) to alert and engage members, to make this issue a priority, and encourage committing to a set of collaborative solutions;
- Encourage, educate, and engage peers (e.g., other cities, other labor groups) to make this issue a priority and to lend their voice to our request to state-level membership organizations;
- Jointly analyze options with an open mind as to potential solutions; and
- Other potential collaborative efforts as they arise.

PASSED AND ADOPTED at a regular meeting of the City Council held on the ___nd day of ____, ~~2020~~2021.

On motion by Council Member _____ and seconded by Council Member _____, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF ATASCADERO

Heather Moreno, Mayor

ATTEST:

Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

Brian A. Pierik, City Attorney

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT ("First Amendment") is made and entered into September 28, 2021, by and between the City of Atascadero (hereinafter called "City") and Rachelle Rickard (hereinafter called "City Manager"), modifying provisions to the Employment Agreement dated June 28, 2013 ("Employment Agreement") as set forth below.

Effective July 1, 2021 the following changes shall be made to the Employment Agreement:

Section 8.1.g will be deleted in its entirety

~~g. City will also budget and pay for the maintenance of City Manager as a Certified Public Accountant, which includes but is not limited to registration, travel and subsistence for required continuing education requirements and biannual licensing fees. City shall reimburse City Manager for any expenses incurred under this section 8 g in accordance with the City's standard purchasing policies up to an annual maximum of \$1600.00.~~

Section 8.1.h will be deleted in its entirety

~~h. City shall pay for City Manager's membership in, and for all fundraising "fines" as may be assessed by a civic organization, dues and other costs associated with City Manager's involvement in civic organizations, as requested by the City Council.~~

Section 8.1.i will be amended as follows:

- i. City Manager shall receive ~~five~~three hundred dollars (\$~~500~~300.00) each month as an automobile allowance. The allowance is in exchange for (1) City Manager making available for her own use a personal automobile, and (2) for her use of her personal automobile for City related business and/or functions during, before and after normal work hours. City Manager is not precluded from using City vehicles for City business during before, and after the normal work day. A City vehicle will not be provided to City Manager for her exclusive use and no City vehicle shall be utilized by City Manager for commuting purposes. ~~City Manager will be entitled to mileage reimbursement at standard rates for trips over two hundred (200) miles.~~

Section 9, Deferred Compensation Benefits shall be amended as follows:

SECTION 9. DEFERRED COMPENSATION

1. City Manager shall not receive any deferred compensation benefits set forth in City Council Resolution No. 2011-059. This section 9 solely provides all deferred compensation benefits to be provided to City Manager.
2. City agrees to contribute ~~\$12,000 less than~~ the maximum sum allowed by law into City Manager's 457 deferred compensation account with ICMA Retirement Corporation including any pre- retirement incentives. ~~(This maximum amount shall not include any Special 457(b) "last 3-year catch-up" deferrals).~~ Such contribution shall be pro-rated equally and shall be paid per City practice across 24 pay-periods.
3. City shall pay a contribution equal to five percent (5%) of City Manager's base salary

to a tax deferred supplemental retirement plan ~~(i.e 403b, 401a, or other similar plans)~~
("Plan") in favor of City Manager. All contributions are fully vested in City Manager and
shall not be available to the City. If permitted by the IRS and the Plan, the City shall
allow the City Manager to make employee contributions on a pre-tax basis to the Plan.

All other provisions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this First Amendment as of the date first
written above.

CITY OF ATASCADERO

By _____
Heather Moreno,
Mayor

Rachelle Rickard,
City Manager

MONTHLY SALARY
Approved September 28, 2021
Effective July 1, 2021

ITEM NUMBER: C-2
DATE: 09/28/21
ATTACHMENT: 7

CLASSIFICATION	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	13	3,730.56	3,917.09	4,112.94	4,318.59	4,534.52
Accounting Specialist- Confidential	26	5,124.28	5,380.49	5,649.51	5,931.99	6,228.59
Administrative Assistant	20	4,426.55	4,647.88	4,880.27	5,124.28	5,380.49
Administrative Assistant- Confidential	22	4,647.88	4,880.27	5,124.28	5,380.49	5,649.51
Administrative Services Director	M57	11,090.08	11,644.58	12,226.81	12,838.15	13,480.06
Administrative Support Assistant	16	4,015.01	4,215.76	4,426.55	4,647.88	4,880.27
Assistant Planner	26	5,124.28	5,380.49	5,649.51	5,931.99	6,228.59
Associate Civil Engineer - Registered Engineer	41	7,386.28	7,755.59	8,143.37	8,550.54	8,978.07
Associate Civil Engineer/ Storm Water Manager	37	6,699.57	7,034.55	7,386.28	7,755.59	8,143.37
Associate Planner	31	5,787.33	6,076.70	6,380.54	6,699.57	7,034.55
Battalion Chief	M50	9,351.94	9,819.54	10,310.52	10,826.05	11,367.35
Building Inspector I	25	4,999.31	5,249.28	5,511.74	5,787.33	6,076.70
Building Inspector II	30	5,649.51	5,931.99	6,228.59	6,540.02	6,867.02
Building Maintenance Specialist	14	3,823.82	4,015.01	4,215.76	4,426.55	4,647.88
City Manager	M69	14,861.76	15,604.85	16,385.09	17,204.34	18,064.56
Code Enforcement Officer	SS25	4,967.80	5,216.19	5,477.00	5,750.85	6,038.39
Community Development Director	M57	11,090.08	11,644.58	12,226.81	12,838.15	13,480.06
Community Services Officer	SS16	3,987.33	4,186.70	4,396.04	4,615.84	4,846.63
Deputy Administrative Services Director	M46	8,482.49	8,906.61	9,351.94	9,819.54	10,310.52
Deputy City Manager	M48	8,906.61	9,351.94	9,819.54	10,310.52	10,826.05
Deputy Community Development Director / Building Official / Economic Development Director	M51	9,580.03	10,059.03	10,561.98	11,090.08	11,644.58
Deputy Community Development Director	M46	8,482.49	8,906.61	9,351.94	9,819.54	10,310.52
Deputy Public Works Director	M46	8,482.49	8,906.61	9,351.94	9,819.54	10,310.52
Finance Technician	21	4,534.52	4,761.25	4,999.31	5,249.28	5,511.74
Finance Technician- Confidential	22	4,647.88	4,880.27	5,124.28	5,380.49	5,649.51
Fire Captain	F41	7,380.10	7,749.11	8,136.57	8,543.40	8,970.57
Fire Captain Specialist I	F41-1	7,453.90	7,826.60	8,217.93	8,628.83	9,060.27
Fire Captain Specialist II	F41-2	7,527.70	7,904.09	8,299.29	8,714.25	9,149.96
Fire Captain/ Paramedic	F41-10	8,118.11	8,524.02	8,950.22	9,397.73	9,867.62
Fire Captain/ Paramedic/ Specialist I	F41-11	8,191.91	8,601.51	9,031.59	9,483.17	9,957.33
Fire Captain/ Paramedic/ Specialist II	F41-12	8,265.71	8,679.00	9,112.95	9,568.60	10,047.03
Fire Chief	M60	11,935.72	12,532.51	13,159.14	13,817.10	14,507.96
Fire Engineer	F34	6,223.41	6,534.58	6,861.31	7,204.38	7,564.60
Fire Engineer Specialist I	F34-1	6,285.64	6,599.92	6,929.92	7,276.42	7,640.24
Fire Engineer Specialist II	F34-2	6,347.88	6,665.27	6,998.53	7,348.46	7,715.88
Fire Engineer/ OIC	F34-2	6,347.88	6,665.27	6,998.53	7,348.46	7,715.88
Fire Engineer/ OIC/ Specialist I	F34-3	6,410.11	6,730.62	7,067.15	7,420.51	7,791.54
Fire Engineer/ OIC/ Specialist II	F34-4	6,472.35	6,795.97	7,135.77	7,492.56	7,867.19
Fire Engineer/ Paramedic	F34-10	6,845.75	7,188.04	7,547.44	7,924.81	8,321.05
Fire Engineer/ Paramedic/ Specialist I	F34-11	6,907.99	7,253.39	7,616.06	7,996.86	8,396.70

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Fire Engineer/ Paramedic/ Specialist II	F34-12	6,970.22	7,318.73	7,684.67	8,068.90	8,472.35
Fire Engineer/ Paramedic/ OIC	F34-12	6,970.22	7,318.73	7,684.67	8,068.90	8,472.35
Fire Engineer/ Paramedic/ OIC/ Specialist I	F34-13	7,032.45	7,384.07	7,753.27	8,140.93	8,547.98
Fire Engineer/ Paramedic/ OIC / Specialist II	F34-14	7,094.69	7,449.42	7,821.89	8,212.98	8,623.63
Firefighter	F31	5,782.50	6,071.63	6,375.21	6,693.97	7,028.67
Firefighter Specialist I	F31-1	5,840.33	6,132.35	6,438.97	6,760.92	7,098.97
Firefighter Specialist II	F31-2	5,898.15	6,193.06	6,502.71	6,827.85	7,169.24
Firefighter/ FEO	F31-2	5,898.15	6,193.06	6,502.71	6,827.85	7,169.24
Firefighter / FEO/ Specialist I	F31-3	5,955.98	6,253.78	6,566.47	6,894.79	7,239.53
Firefighter/ FEO/ Specialist II	F31-4	6,013.80	6,314.49	6,630.21	6,961.72	7,309.81
Firefighter/ Paramedic	F31-10	6,360.75	6,678.79	7,012.73	7,363.37	7,731.54
Firefighter/ Paramedic/ Specialist I	F31-11	6,418.58	6,739.51	7,076.49	7,430.31	7,801.83
Firefighter/ Paramedic/ Specialist II	F31-12	6,476.40	6,800.22	7,140.23	7,497.24	7,872.10
Firefighter/ Paramedic/ FEO	F31-12	6,476.40	6,800.22	7,140.23	7,497.24	7,872.10
Firefighter/ Paramedic/ FEO/ Specialist I	F31-13	6,534.23	6,860.94	7,203.99	7,564.19	7,942.40
Firefighter/ Paramedic/ FEO/ Specialist II	F31-14	6,592.05	6,921.65	7,267.73	7,631.12	8,012.68
Information Technology Manager	M43	7,881.52	8,275.59	8,689.37	9,123.84	9,580.03
Inspector	22	4,647.88	4,880.27	5,124.28	5,380.49	5,649.51
Lead Zookeeper	18	4,215.76	4,426.55	4,647.88	4,880.27	5,124.28
Maintenance Worker I	9	3,383.72	3,552.91	3,730.56	3,917.09	4,112.94
Maintenance Worker II	15	3,917.09	4,112.94	4,318.59	4,534.52	4,761.25
Office Assistant II	10	3,468.31	3,641.73	3,823.82	4,015.01	4,215.76
Office Assistant III	13	3,730.56	3,917.09	4,112.94	4,318.59	4,534.52
Personnel Specialist- Confidential	28	5,380.49	5,649.51	5,931.99	6,228.59	6,540.02
Police Chief	M60	11,935.72	12,532.51	13,159.14	13,817.10	14,507.96
Police Commander	M50	9,351.94	9,819.54	10,310.52	10,826.05	11,367.35
Police Corporal	PD38	6,852.15	7,194.76	7,554.50	7,932.23	8,328.84
Police Corporal - Intermediate POST	PD38I	7,023.46	7,374.63	7,743.36	8,130.53	8,537.06
Police Corporal- Advanced POST	PD38A	7,194.76	7,554.50	7,932.23	8,328.84	8,745.28
Police Lead Records Technician	SS25	4,967.80	5,216.19	5,477.00	5,750.85	6,038.39
Police Level 3 Reserve Officer	PD34	6,215.10	6,525.86	n/a	n/a	n/a
Police Officer	PD34	6,215.10	6,525.86	6,852.15	7,194.76	7,554.50
Police Officer - Intermediate POST	PD34i	6,370.48	6,689.00	7,023.45	7,374.62	7,743.35
Police Officer - Advanced POST	PD34A	6,525.86	6,852.15	7,194.76	7,554.50	7,932.23
Police Officer Recruit	SS24	4,846.63	n/a	n/a	n/a	n/a
Police Sergeant	PS44	7,962.26	8,360.37	8,778.39	9,217.31	9,678.18
Police Sergeant - Advanced POST	PS44A	8,161.32	8,569.39	8,997.86	9,447.75	9,920.14
Police Sergeant - Supervisory POST	PS44S	8,360.37	8,778.39	9,217.31	9,678.18	10,162.09
Public Safety Dispatcher	SS24	4,846.63	5,088.96	5,343.41	5,610.58	5,891.11
Public Safety Dispatcher - EMD	SS24E	4,896.63	5,141.46	5,398.54	5,668.47	5,951.89
Public Safety Dispatcher w/ Longevity	SS24L	5,088.96	5,343.41	5,610.58	5,891.11	6,185.67
Public Safety Dispatcher - EMD w/Longevity	SS24EL	5,138.96	5,395.91	5,665.71	5,949.00	6,246.45

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Public Safety Lead Dispatcher	SS28	5,343.41	5,610.58	5,891.11	6,185.67	6,494.95
Public Safety Lead Dispatcher - EMD	SS28E	5,393.41	5,663.08	5,946.24	6,243.56	6,555.73
Public Safety Lead Dispatcher w/ Longevity	SS28L	5,610.58	5,891.11	6,185.67	6,494.95	6,819.70
Public Safety Lead Dispatcher - EMD w/ Longevity	SS28EL	5,660.58	5,943.61	6,240.80	6,552.84	6,880.48
Public Works Analyst	M39	7,148.77	7,506.21	7,881.52	8,275.60	8,689.38
Public Works Director	M57	11,090.08	11,644.58	12,226.81	12,838.15	13,480.06
Public Works Inspector	27	5,249.28	5,511.74	5,787.33	6,076.70	6,380.54
Public Works Operations Manager	38	6,867.01	7,210.36	7,570.88	7,949.42	8,346.89
Recreation Coordinator	20	4,426.55	4,647.88	4,880.27	5,124.28	5,380.49
Recreation Supervisor	28	5,380.16	5,649.17	5,931.63	6,228.21	6,539.62
Senior Building Maintenance Specialist	19	4,318.59	4,534.52	4,761.25	4,999.31	5,249.28
Senior Maintenance Worker	19	4,318.59	4,534.52	4,761.25	4,999.31	5,249.28
Senior Planner	37	6,699.57	7,034.55	7,386.28	7,755.59	8,143.37
Senior Property Evidence Specialist	SS36	6,494.95	6,819.70	7,160.69	7,518.72	7,894.66
Senior Property Evidence Specialist - EMD	SS36E	6,544.95	6,872.20	7,215.82	7,576.61	7,955.44
Senior Property Evidence Specialist w/ Longevity	SS36L	6,819.70	7,160.69	7,518.72	7,894.66	8,289.39
Senior Property Evidence Specialist - EMD w/ Longevity	SS36EL	6,869.70	7,213.19	7,573.85	7,952.55	8,350.17
Senior Technical Support Specialist	30	5,649.51	5,931.99	6,228.59	6,540.02	6,867.02
Systems Administrator III	35	6,380.54	6,699.57	7,034.55	7,386.28	7,755.59
Technical Support Specialist II	20	4,426.55	4,647.88	4,880.27	5,124.28	5,380.49
Website and Social Media Technician	20	4,426.55	4,647.88	4,880.27	5,124.28	5,380.49
WWTP Operator I	18	4,215.76	4,426.55	4,647.88	4,880.27	5,124.28
WWTP Operator II	24	4,880.27	5,124.28	5,380.49	5,649.51	5,931.99
WWTP Operator in Training	11	3,552.91	3,730.56	3,917.09	4,112.94	4,318.59
Zoo Director	M39	7,148.77	7,506.21	7,881.52	8,275.60	8,689.38
Zoo Education Curator	9	3,383.72	3,552.91	3,730.56	3,917.09	4,112.94
Zookeeper I	9	3,383.72	3,552.91	3,730.56	3,917.09	4,112.94

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Account Clerk II	13	3,879.78	4,073.77	4,277.46	4,491.33	4,715.90
Accounting Specialist- Confidential	26	5,329.25	5,595.71	5,875.50	6,169.28	6,477.74
Administrative Assistant	20	4,603.61	4,833.79	5,075.48	5,329.25	5,595.71
Administrative Assistant- Confidential	22	4,833.79	5,075.48	5,329.25	5,595.71	5,875.50
Administrative Services Director	M57	11,533.69	12,110.37	12,715.89	13,351.68	14,019.26
Administrative Support Assistant	16	4,175.61	4,384.39	4,603.61	4,833.79	5,075.48
Assistant Planner	26	5,329.25	5,595.71	5,875.50	6,169.28	6,477.74
Associate Civil Engineer - Registered Engineer	41	7,681.72	8,065.81	8,469.10	8,892.56	9,337.19
Associate Civil Engineer/ Storm Water Manager	37	6,967.54	7,315.92	7,681.72	8,065.81	8,469.10
Associate Planner	31	6,018.82	6,319.76	6,635.75	6,967.54	7,315.92
Battalion Chief	M50	9,726.02	10,212.32	10,722.94	11,259.09	11,822.04
Building Inspector I	25	5,199.29	5,459.25	5,732.21	6,018.82	6,319.76
Building Inspector II	30	5,875.50	6,169.28	6,477.74	6,801.63	7,141.71
Building Maintenance Specialist	14	3,976.77	4,175.61	4,384.39	4,603.61	4,833.79
City Manager	M69	15,456.23	16,229.04	17,040.49	17,892.51	18,787.14
Code Enforcement Officer	SS25	5,216.19	5,477.00	5,750.85	6,038.39	6,340.31
Community Development Director	M57	11,533.69	12,110.37	12,715.89	13,351.68	14,019.26
Community Services Officer	SS16	4,186.70	4,396.04	4,615.84	4,846.63	5,088.96
Deputy Administrative Services Director	M46	8,821.79	9,262.88	9,726.02	10,212.32	10,722.94
Deputy City Manager	M48	9,262.88	9,726.02	10,212.32	10,722.94	11,259.09
Deputy Community Development Director / Building Official / Economic Development Director	M51	9,963.24	10,461.40	10,984.47	11,533.69	12,110.37
Deputy Community Development Director	M46	8,821.79	9,262.88	9,726.02	10,212.32	10,722.94
Deputy Public Works Director	M46	8,821.79	9,262.88	9,726.02	10,212.32	10,722.94
Finance Technician	21	4,715.90	4,951.70	5,199.29	5,459.25	5,732.21
Finance Technician- Confidential	22	4,833.79	5,075.48	5,329.25	5,595.71	5,875.50
Fire Captain	F41	7,675.30	8,059.07	8,462.02	8,885.12	9,329.38
Fire Captain Specialist I	F41-1	7,752.05	8,139.65	8,546.63	8,973.96	9,422.66
Fire Captain Specialist II	F41-2	7,828.81	8,220.25	8,631.26	9,062.82	9,515.96
Fire Captain/ Paramedic	F41-10	8,442.83	8,864.97	9,308.22	9,773.63	10,262.31
Fire Captain/ Paramedic/ Specialist I	F41-11	8,519.58	8,945.56	9,392.84	9,862.48	10,355.60
Fire Captain/ Paramedic/ Specialist II	F41-12	8,596.34	9,026.16	9,477.47	9,951.34	10,448.91
Fire Chief	M60	12,413.14	13,033.80	13,685.49	14,369.76	15,088.25
Fire Engineer	F34	6,472.36	6,795.98	7,135.78	7,492.57	7,867.20
Fire Engineer Specialist I	F34-1	6,537.08	6,863.93	7,207.13	7,567.49	7,945.86
Fire Engineer Specialist II	F34-2	6,601.81	6,931.90	7,278.50	7,642.43	8,024.55
Fire Engineer/ OIC	F34-2	6,601.81	6,931.90	7,278.50	7,642.43	8,024.55
Fire Engineer/ OIC/ Specialist I	F34-3	6,666.53	6,999.86	7,349.85	7,717.34	8,103.21
Fire Engineer/ OIC/ Specialist II	F34-4	6,731.25	7,067.81	7,421.20	7,792.26	8,181.87
Fire Engineer/ Paramedic	F34-10	7,119.60	7,475.58	7,849.36	8,241.83	8,653.92
Fire Engineer/ Paramedic/ Specialist I	F34-11	7,184.32	7,543.54	7,920.72	8,316.76	8,732.60

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Fire Engineer/ Paramedic/ Specialist II	F34-12	7,249.04	7,611.49	7,992.06	8,391.66	8,811.24
Fire Engineer/ Paramedic/ OIC	F34-12	7,249.04	7,611.49	7,992.06	8,391.66	8,811.24
Fire Engineer/ Paramedic/ OIC/ Specialist I	F34-13	7,313.77	7,679.46	8,063.43	8,466.60	8,889.93
Fire Engineer/ Paramedic/ OIC / Specialist II	F34-14	7,378.49	7,747.41	8,134.78	8,541.52	8,968.60
Firefighter	F31	6,013.80	6,314.49	6,630.21	6,961.72	7,309.81
Firefighter Specialist I	F31-1	6,073.94	6,377.64	6,696.52	7,031.35	7,382.92
Firefighter Specialist II	F31-2	6,134.08	6,440.78	6,762.82	7,100.96	7,456.01
Firefighter/ FEO	F31-2	6,134.08	6,440.78	6,762.82	7,100.96	7,456.01
Firefighter / FEO/ Specialist I	F31-3	6,194.21	6,503.92	6,829.12	7,170.58	7,529.11
Firefighter/ FEO/ Specialist II	F31-4	6,254.35	6,567.07	6,895.42	7,240.19	7,602.20
Firefighter/ Paramedic	F31-10	6,615.18	6,945.94	7,293.24	7,657.90	8,040.80
Firefighter/ Paramedic/ Specialist I	F31-11	6,675.32	7,009.09	7,359.54	7,727.52	8,113.90
Firefighter/ Paramedic/ Specialist II	F31-12	6,735.46	7,072.23	7,425.84	7,797.13	8,186.99
Firefighter/ Paramedic/ FEO	F31-12	6,735.46	7,072.23	7,425.84	7,797.13	8,186.99
Firefighter/ Paramedic/ FEO/ Specialist I	F31-13	6,795.59	7,135.37	7,492.14	7,866.75	8,260.09
Firefighter/ Paramedic/ FEO/ Specialist II	F31-14	6,855.73	7,198.52	7,558.45	7,936.37	8,333.19
Information Technology Manager	M43	8,196.78	8,606.62	9,036.95	9,488.80	9,963.24
Inspector	22	4,833.79	5,075.48	5,329.25	5,595.71	5,875.50
Lead Zookeeper	18	4,384.39	4,603.61	4,833.79	5,075.48	5,329.25
Maintenance Worker I	9	3,519.08	3,695.03	3,879.78	4,073.77	4,277.46
Maintenance Worker II	15	4,073.77	4,277.46	4,491.33	4,715.90	4,951.70
Office Assistant II	10	3,607.05	3,787.40	3,976.77	4,175.61	4,384.39
Office Assistant III	13	3,879.78	4,073.77	4,277.46	4,491.33	4,715.90
Personnel Specialist- Confidential	28	5,595.71	5,875.50	6,169.28	6,477.74	6,801.63
Police Chief	M60	12,413.14	13,033.80	13,685.49	14,369.76	15,088.25
Police Commander	M50	9,726.02	10,212.32	10,722.94	11,259.09	11,822.04
Police Corporal	PD38	7,194.76	7,554.50	7,932.23	8,328.84	8,745.28
Police Corporal - Intermediate POST	PD38I	7,374.63	7,743.36	8,130.53	8,537.06	8,963.91
Police Corporal- Advanced POST	PD38A	7,554.50	7,932.23	8,328.84	8,745.28	9,182.54
Police Lead Records Technician	SS25	5,216.19	5,477.00	5,750.85	6,038.39	6,340.31
Police Level 3 Reserve Officer	PD34	6,525.86	6,852.15	n/a	n/a	n/a
Police Officer	PD34	6,525.86	6,852.15	7,194.76	7,554.50	7,932.23
Police Officer - Intermediate POST	PD34i	6,689.01	7,023.46	7,374.63	7,743.36	8,130.53
Police Officer - Advanced POST	PD34A	6,852.15	7,194.76	7,554.50	7,932.23	8,328.84
Police Officer Recruit	SS24	5,088.96	n/a	n/a	n/a	n/a
Police Sergeant	PS45	8,360.37	8,778.39	9,217.31	9,678.18	10,162.09
Police Sergeant - Advanced POST	PS45A	8,569.38	8,997.85	9,447.74	9,920.13	10,416.14
Police Sergeant - Supervisory POST	PS45S	8,778.39	9,217.31	9,678.18	10,162.09	10,670.19
Public Safety Dispatcher	SS24	5,088.96	5,343.41	5,610.58	5,891.11	6,185.67
Public Safety Dispatcher - EMD	SS24E	5,138.96	5,395.91	5,665.71	5,949.00	6,246.45
Public Safety Dispatcher w/ Longevity	SS24L	5,343.41	5,610.58	5,891.11	6,185.67	6,494.95
Public Safety Dispatcher - EMD w/Longevity	SS24EL	5,393.41	5,663.08	5,946.24	6,243.56	6,555.73

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Public Safety Lead Dispatcher	SS28	5,610.58	5,891.11	6,185.67	6,494.95	6,819.70
Public Safety Lead Dispatcher - EMD	SS28E	5,660.58	5,943.61	6,240.80	6,552.84	6,880.48
Public Safety Lead Dispatcher w/ Longevity	SS28L	5,891.11	6,185.67	6,494.95	6,819.70	7,160.69
Public Safety Lead Dispatcher - EMD w/ Longevity	SS28EL	5,941.11	6,238.17	6,550.08	6,877.59	7,221.47
Public Works Analyst	M39	7,434.72	7,806.46	8,196.78	8,606.62	9,036.95
Public Works Director	M57	11,533.69	12,110.37	12,715.89	13,351.68	14,019.26
Public Works Inspector	27	5,459.25	5,732.21	6,018.82	6,319.76	6,635.75
Public Works Operations Manager	38	7,141.65	7,498.73	7,873.67	8,267.35	8,680.72
Recreation Coordinator	20	4,603.61	4,833.79	5,075.48	5,329.25	5,595.71
Recreation Supervisor	28	5,595.71	5,875.50	6,169.28	6,477.74	6,801.63
Senior Building Maintenance Specialist	19	4,491.33	4,715.90	4,951.70	5,199.29	5,459.25
Senior Maintenance Worker	19	4,491.33	4,715.90	4,951.70	5,199.29	5,459.25
Senior Planner	37	6,967.54	7,315.92	7,681.72	8,065.81	8,469.10
Senior Property Evidence Specialist	SS36	6,819.70	7,160.69	7,518.72	7,894.66	8,289.39
Senior Property Evidence Specialist - EMD	SS36E	6,869.70	7,213.19	7,573.85	7,952.55	8,350.17
Senior Property Evidence Specialist w/ Longevity	SS36L	7,160.69	7,518.72	7,894.66	8,289.39	8,703.86
Senior Property Evidence Specialist - EMD w/ Longevity	SS36EL	7,210.69	7,571.22	7,949.79	8,347.28	8,764.64
Senior Technical Support Specialist	30	5,875.50	6,169.28	6,477.74	6,801.63	7,141.71
Systems Administrator III	35	6,635.75	6,967.54	7,315.92	7,681.72	8,065.81
Technical Support Specialist II	20	4,603.61	4,833.79	5,075.48	5,329.25	5,595.71
Website and Social Media Technician	20	4,603.61	4,833.79	5,075.48	5,329.25	5,595.71
WWTP Operator I	18	4,384.39	4,603.61	4,833.79	5,075.48	5,329.25
WWTP Operator II	24	5,075.48	5,329.25	5,595.71	5,875.50	6,169.28
WWTP Operator in Training	11	3,695.03	3,879.78	4,073.77	4,277.46	4,491.33
Zoo Director	M39	7,434.72	7,806.46	8,196.78	8,606.62	9,036.95
Zoo Education Curator	9	3,519.08	3,695.03	3,879.78	4,073.77	4,277.46
Zookeeper I	9	3,519.08	3,695.03	3,879.78	4,073.77	4,277.46

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Account Clerk II	13	4,015.57	4,216.35	4,427.17	4,648.53	4,880.96
Accounting Specialist- Confidential	26	5,515.80	5,791.59	6,081.17	6,385.23	6,704.49
Administrative Assistant	20	4,764.75	5,002.99	5,253.14	5,515.80	5,791.59
Administrative Assistant- Confidential	22	5,002.99	5,253.14	5,515.80	5,791.59	6,081.17
Administrative Services Director	M57	11,937.38	12,534.25	13,160.96	13,819.01	14,509.96
Administrative Support Assistant	16	4,321.77	4,537.86	4,764.75	5,002.99	5,253.14
Assistant Planner	26	5,515.80	5,791.59	6,081.17	6,385.23	6,704.49
Associate Civil Engineer - Registered Engineer	41	7,950.57	8,348.10	8,765.51	9,203.79	9,663.98
Associate Civil Engineer/ Storm Water Manager	37	7,211.40	7,571.97	7,950.57	8,348.10	8,765.51
Associate Planner	31	6,229.48	6,540.95	6,868.00	7,211.40	7,571.97
Battalion Chief	M50	10,066.43	10,569.75	11,098.24	11,653.15	12,235.81
Building Inspector I	25	5,381.26	5,650.32	5,932.84	6,229.48	6,540.95
Building Inspector II	30	6,081.17	6,385.23	6,704.49	7,039.71	7,391.70
Building Maintenance Specialist	14	4,115.97	4,321.77	4,537.86	4,764.75	5,002.99
City Manager	M69	15,997.23	16,797.09	17,636.94	18,518.79	19,444.73
Code Enforcement Officer	SS26	5,477.00	5,750.85	6,038.39	6,340.31	6,657.33
Community Development Director	M57	11,937.38	12,534.25	13,160.96	13,819.01	14,509.96
Community Services Officer	SS17	4,396.04	4,615.84	4,846.63	5,088.96	5,343.41
Deputy Administrative Services Director	M46	9,130.55	9,587.08	10,066.43	10,569.75	11,098.24
Deputy City Manager	M48	9,587.08	10,066.43	10,569.75	11,098.24	11,653.15
Deputy Community Development Director / Building Official / Economic Development Director	M51	10,311.95	10,827.55	11,368.93	11,937.38	12,534.25
Deputy Community Development Director	M46	9,130.55	9,587.08	10,066.43	10,569.75	11,098.24
Deputy Public Works Director	M46	9,130.55	9,587.08	10,066.43	10,569.75	11,098.24
Finance Technician	21	4,880.96	5,125.01	5,381.26	5,650.32	5,932.84
Finance Technician- Confidential	22	5,002.99	5,253.14	5,515.80	5,791.59	6,081.17
Fire Captain	F41	7,943.92	8,341.12	8,758.18	9,196.09	9,655.89
Fire Captain Specialist I	F41-1	8,023.36	8,424.53	8,845.76	9,288.05	9,752.45
Fire Captain Specialist II	F41-2	8,102.80	8,507.94	8,933.34	9,380.01	9,849.01
Fire Captain/ Paramedic	F41-10	8,738.31	9,175.23	9,633.99	10,115.69	10,621.47
Fire Captain/ Paramedic/ Specialist I	F41-11	8,817.75	9,258.64	9,721.57	10,207.65	10,718.03
Fire Captain/ Paramedic/ Specialist II	F41-12	8,897.19	9,342.05	9,809.15	10,299.61	10,814.59
Fire Chief	M60	12,847.60	13,489.98	14,164.48	14,872.70	15,616.34
Fire Engineer	F34	6,698.88	7,033.82	7,385.51	7,754.79	8,142.53
Fire Engineer Specialist I	F34-1	6,765.87	7,104.16	7,459.37	7,832.34	8,223.96
Fire Engineer Specialist II	F34-2	6,832.86	7,174.50	7,533.23	7,909.89	8,305.38
Fire Engineer/ OIC	F34-2	6,832.86	7,174.50	7,533.23	7,909.89	8,305.38
Fire Engineer/ OIC/ Specialist I	F34-3	6,899.85	7,244.84	7,607.08	7,987.43	8,386.80
Fire Engineer/ OIC/ Specialist II	F34-4	6,966.84	7,315.18	7,680.94	8,064.99	8,468.24
Fire Engineer/ Paramedic	F34-10	7,368.77	7,737.21	8,124.07	8,530.27	8,956.78
Fire Engineer/ Paramedic/ Specialist I	F34-11	7,435.76	7,807.55	8,197.93	8,607.83	9,038.22

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Fire Engineer/ Paramedic/ Specialist II	F34-12	7,502.75	7,877.89	8,271.78	8,685.37	9,119.64
Fire Engineer/ Paramedic/ OIC	F34-12	7,502.75	7,877.89	8,271.78	8,685.37	9,119.64
Fire Engineer/ Paramedic/ OIC/ Specialist I	F34-13	7,569.73	7,948.22	8,345.63	8,762.91	9,201.06
Fire Engineer/ Paramedic/ OIC / Specialist II	F34-14	7,636.72	8,018.56	8,419.49	8,840.46	9,282.48
Firefighter	F31	6,224.28	6,535.49	6,862.26	7,205.37	7,565.64
Firefighter Specialist I	F31-1	6,286.52	6,600.85	6,930.89	7,277.43	7,641.30
Firefighter Specialist II	F31-2	6,348.77	6,666.21	6,999.52	7,349.50	7,716.98
Firefighter/ FEO	F31-2	6,348.77	6,666.21	6,999.52	7,349.50	7,716.98
Firefighter / FEO/ Specialist I	F31-3	6,411.01	6,731.56	7,068.14	7,421.55	7,792.63
Firefighter/ FEO/ Specialist II	F31-4	6,473.25	6,796.91	7,136.76	7,493.60	7,868.28
Firefighter/ Paramedic	F31-10	6,846.71	7,189.05	7,548.50	7,925.93	8,322.23
Firefighter/ Paramedic/ Specialist I	F31-11	6,908.95	7,254.40	7,617.12	7,997.98	8,397.88
Firefighter/ Paramedic/ Specialist II	F31-12	6,971.19	7,319.75	7,685.74	8,070.03	8,473.53
Firefighter/ Paramedic/ FEO	F31-12	6,971.19	7,319.75	7,685.74	8,070.03	8,473.53
Firefighter/ Paramedic/ FEO/ Specialist I	F31-13	7,033.44	7,385.11	7,754.37	8,142.09	8,549.19
Firefighter/ Paramedic/ FEO/ Specialist II	F31-14	7,095.68	7,450.46	7,822.98	8,214.13	8,624.84
Information Technology Manager	M43	8,483.67	8,907.85	9,353.24	9,820.90	10,311.95
Inspector	22	5,002.99	5,253.14	5,515.80	5,791.59	6,081.17
Lead Zookeeper	18	4,537.86	4,764.75	5,002.99	5,253.14	5,515.80
Maintenance Worker I	9	3,642.24	3,824.35	4,015.57	4,216.35	4,427.17
Maintenance Worker II	15	4,216.35	4,427.17	4,648.53	4,880.96	5,125.01
Office Assistant II	10	3,733.30	3,919.97	4,115.97	4,321.77	4,537.86
Office Assistant III	13	4,015.57	4,216.35	4,427.17	4,648.53	4,880.96
Personnel Specialist- Confidential	28	5,791.59	6,081.17	6,385.23	6,704.49	7,039.71
Police Chief	M60	12,847.60	13,489.98	14,164.48	14,872.70	15,616.34
Police Commander	M50	10,066.43	10,569.75	11,098.24	11,653.15	12,235.81
Police Corporal	PD39	7,554.50	7,932.22	8,328.83	8,745.27	9,182.53
Police Corporal - Intermediate POST	PD38I	7,743.36	8,130.53	8,537.06	8,963.91	9,412.11
Police Corporal- Advanced POST	PD38A	7,932.22	8,328.83	8,745.27	9,182.53	9,641.66
Police Lead Records Technician	SS26	5,477.00	5,750.85	6,038.39	6,340.31	6,657.33
Police Level 3 Reserve Officer	PD35	6,852.15	7,194.76	n/a	n/a	n/a
Police Officer	PD35	6,852.15	7,194.76	7,554.50	7,932.23	8,328.84
Police Officer - Intermediate POST	PD35i	7,023.45	7,374.62	7,743.35	8,130.52	8,537.05
Police Officer - Advanced POST	PD35A	7,194.76	7,554.50	7,932.23	8,328.84	8,745.28
Police Officer Recruit	SS25	5,343.41	n/a	n/a	n/a	n/a
Police Sergeant	PS45	8,778.39	9,217.31	9,678.18	10,162.09	10,670.19
Police Sergeant - Advanced POST	PS45A	8,997.85	9,447.74	9,920.13	10,416.14	10,936.95
Police Sergeant - Supervisory POST	PS45S	9,217.31	9,678.18	10,162.09	10,670.19	11,203.70
Public Safety Dispatcher	SS25	5,343.41	5,610.58	5,891.11	6,185.67	6,494.95
Public Safety Dispatcher - EMD	SS25E	5,393.41	5,663.08	5,946.24	6,243.56	6,555.73
Public Safety Dispatcher w/ Longevity	SS25L	5,610.58	5,891.11	6,185.67	6,494.95	6,819.70
Public Safety Dispatcher - EMD w/Longevity	SS25EL	5,660.58	5,943.61	6,240.80	6,552.84	6,880.48

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Public Safety Lead Dispatcher	SS29	5,891.11	6,185.67	6,494.95	6,819.70	7,160.69
Public Safety Lead Dispatcher - EMD	SS29E	5,941.11	6,238.17	6,550.08	6,877.59	7,221.47
Public Safety Lead Dispatcher w/ Longevity	SS29L	6,185.67	6,494.95	6,819.70	7,160.69	7,518.72
Public Safety Lead Dispatcher - EMD w/ Longevity	SS29EL	6,235.67	6,547.45	6,874.83	7,218.58	7,579.50
Public Works Analyst	M39	7,694.94	8,079.69	8,483.67	8,907.85	9,353.24
Public Works Director	M57	11,937.38	12,534.25	13,160.96	13,819.01	14,509.96
Public Works Inspector	27	5,650.32	5,932.84	6,229.48	6,540.95	6,868.00
Public Works Operations Manager	38	7,391.61	7,761.19	8,149.25	8,556.71	8,984.55
Recreation Coordinator	20	4,764.75	5,002.99	5,253.14	5,515.80	5,791.59
Recreation Supervisor	28	5,791.59	6,081.17	6,385.23	6,704.49	7,039.71
Senior Building Maintenance Specialist	19	4,648.53	4,880.96	5,125.01	5,381.26	5,650.32
Senior Maintenance Worker	19	4,648.53	4,880.96	5,125.01	5,381.26	5,650.32
Senior Planner	37	7,211.40	7,571.97	7,950.57	8,348.10	8,765.51
Senior Property Evidence Specialist	SS37	7,160.69	7,518.72	7,894.66	8,289.39	8,703.86
Senior Property Evidence Specialist - EMD	SS37E	7,210.69	7,571.22	7,949.79	8,347.28	8,764.64
Senior Property Evidence Specialist w/ Longevity	SS37L	7,518.72	7,894.66	8,289.39	8,703.86	9,139.05
Senior Property Evidence Specialist - EMD w/ Longevity	SS37EL	7,568.72	7,947.16	8,344.52	8,761.75	9,199.83
Senior Technical Support Specialist	30	6,081.17	6,385.23	6,704.49	7,039.71	7,391.70
Systems Administrator III	35	6,868.00	7,211.40	7,571.97	7,950.57	8,348.10
Technical Support Specialist II	20	4,764.75	5,002.99	5,253.14	5,515.80	5,791.59
Website and Social Media Technician	20	4,764.75	5,002.99	5,253.14	5,515.80	5,791.59
WWTP Operator I	18	4,537.86	4,764.75	5,002.99	5,253.14	5,515.80
WWTP Operator II	24	5,253.14	5,515.80	5,791.59	6,081.17	6,385.23
WWTP Operator in Training	11	3,824.35	4,015.57	4,216.35	4,427.17	4,648.53
Zoo Director	M39	7,694.94	8,079.69	8,483.67	8,907.85	9,353.24
Zoo Education Curator	9	3,642.24	3,824.35	4,015.57	4,216.35	4,427.17
Zookeeper I	9	3,642.24	3,824.35	4,015.57	4,216.35	4,427.17