TOWN OF
SAN ANSELMO
EST. 1907

In the Council Chambers at 525 San Anselmo Avenue, San Anselmo, CA 94960

Town Council
Agenda

Tuesday, June 13, 2023 **7:00 PM**

Meeting held In-Person and via Zoom:
https://us02web.zoom.us/j/87841917047

Or Telephone: +1 669 900 6833 | Webinar ID: 878 4191 7047

How to Submit Comments Before the Meeting: Members of the public are encouraged to submit email correspondence to towncouncil@ townofsananselmo.org before the meeting begins.
How to Participate During the Meeting: Members of the public will have the option to speak during the meeting through the Zoom application by using their phone or an electronic device.

For PC, Mac, or smart phone, Use Raise hand function when public comment for an item is requested. It is a button that is located at the top or bottom of your screen, based on your computer

For landline phones, raise hand to be recognized with *9

Call to Order. Optional Pledge of Allegiance: The Mayor or a designated Council member will recite the Pledge of Allegiance for members of the Council and the public who wish to join in the recitation. 7:00 PM

Open time for public expression.

The public is welcome to address the Council at this time on matters not on the agenda that are within the jurisdiction of the Council. Please be advised that pursuant to Government Code Section 54954.2, Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than three minutes and should be respectful to the community.

Council requests for future agenda items.

Council committee liaison reports, questions and comments to staff; staff miscellaneous items.

1. Consent Agenda:

The opportunity for public comment on consent agenda items will occur prior to Council discussion of the consent agenda. The Council may approve the entire consent agenda with one action. In the alternative, items on the consent agenda may be removed by any Council or staff member, for separate discussion and vote.

1.1 Approval of the Draft Minutes of the Regular Town Council Meeting of May 23, 2023.
Staff Report
Attachment 1- Draft Minutes of May 23, 2023

1.2 Consider the reappointment of (1) one incumbent to the Commission on Aging.
Staff Report
Attachment 1- Gene Ng- Application no Resume

1.3 Adopt Amendments to the San Anselmo Municipal Code adding Chapter 21 "Affordable Housing" to Title 10 "Planning and Zoning", which amendment would establish an inclusionary housing program and an affordable housing fund, adoption of a resolution recommending Town Council adoption of implementing regulations regarding inclusionary affordable housing requirements and program regulations, and adoption of a resolution recommending Town Council adoption of in-lieu affordable housing fees and commercial/non-residential linkage fees. The Ordinance would apply town wide. The proposed ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.
Staff Report
Attachment 1- Ordinance
Attachment 2- Town Council Resolution No. 4497
Attachment 3- Town Council Resolution No. 4498

1.4 Appoint Town Manager to Marin Hazardous and Solid Waste Joint Powers Authority (JPA) Board of Directors.
Staff Report
Attachment 1 - Draft Resolution

1.5 Consider Adopting Resolution Terminating the Declaration of Local Emergency Related to Storm Activity and Landslides in January 2023.
Staff Report
Attachment 1 - Resolution Terminating Local Emergency

1.6 Consider Adoption of a Resolution of the Town of San Anselmo Condemning Antisemitism, Racism and Hate Speech in All Forms.
Staff Report
Attachment 1- Draft Resolution
Public Comment- Avloni

1.7 Receive and File a Report of Warrants Issued, May 2023.
Staff Report
Attachment 1 - Check Report - May 2023

1.8 Adopt a Resolution to Recognize and Observe Juneteenth Day as a Public Holiday.
Staff Report

Attachment 1- Draft Resolution

2. Public Hearing- There are No Public Hearing Items

3. Council Business Items:

In general, the following procedural order applies to items of business:
•Presentation
•Town Council questions
•PUBLIC COMMENT – limited to 3 minutes/person
•Town Council discussion/action

3.1 Approve Reorganization of the Recreation Department and Establish Job Descriptions and Pay Ranges for Recreation Manager, Senior Recreation Supervisor and Recreation Coordinator III. Approving the job descriptions, classifications, and salary ranges for recreation manager, senior supervisor and coordinator III is not considered a "project" under the California Environmental Quality Act (CEQA), because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).
Staff Report
Attachment 1- Resolution Establishing Job Description and Pay Range for the Recreation Coordinator III Recreation Senior Supervisor
Attachment 2- Resolution Establishing Job Description and Pay Range for the Recreation Manager
Attachment 3- Job Description Recreation Coordinator I.II.III.
Attachment 4- Job Description Recreation Senior Supervisor
Attachment 5- Job Description Recreation Program Manager
Attachment 6- Current SARD Organizational Chart

3.2 Consider Approval of an Active Transportation Fund Description and Active Transportation Fund Expenditure Guidelines. Adoption of a resolution defining "active transportation" for us in project funding is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).
Staff Report
Attachment 1- Draft Resolution
Attachment - Exhibit A
Public Comment- Gundry

3.3 Adopt a Resolution amending the 2022-2023 Budget and provide staff feedback on the Preliminary Proposed 2023-2024 Budget and Work Plan. The proposed resolution to amend the 2022- 2023 Budget and provide feedback on the Preliminary Proposed 2023-2024 project is exempt from the California Environmental Quality Act (CEQA), under the "common sense" exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (Cal. Code Regs. tit. 14, § 15061).
Staff Report
Attachment #1 - 2022-23 Budget Amendment resolution
Attachment #2 - Proposed 2023-2024 Budget

Public Comment- Gundry
PPT Presentation

3.4

Update on Rent Stabilization Efforts in Marin County. This discussion regarding rent stabilization and eviction protections is not considered a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Staff Report
Attachment 1 - Fairfax Ord-871-Rent-Stabilization-Ordinance-Chapter-5.55
Attachment 2 - Fairfax Ord-870-Just-Cause-Evictions-Chapter- 5.54
Attachment 3 - Larkspur Rent Stabilization and Eviction Protections Ordinance Discussion- May 8, 2023
Attachment 4 - Larkspur Rent Stabilization and Eviction Protections Ordinance Discussion - May 22, 2023
PPT Presentation
Public Comment- Bennett
Public Comment- Borter
Public Comment- Brown
Public Comment- Todd
Public Comment- Thornton
Public Comment- Watkins
Public Comment- Ries
Public Comment- Schmidt-Feng
Public Comment- Fariwar
Public Comment- Aguayo
Public Comment- Foehr
Public Comment- McCarthy
Public Comment- Sexton
Public Comment- Wong

4. Adjourn

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Town Staff at email savila@townofsananselmo.org. Notification at least 48 hours prior to the meeting will enable the Town to make reasonable accommodation to help insure accessibility to this meeting.

Any writings or documents provided to a majority of the Town Council regarding any item on this agenda after the distribution of the original packet will be made available for public inspection at the public counter at Town Hall located at 525 San Anselmo Avenue.

Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. If any of these matters above are challenged in court, you may be limited to raising only those issues you or someone else raised at any public hearing described on this agenda, or in written correspondence delivered at, or prior to, this Council meeting. Judicial review of an administrative decision of the Town Council must be filed with the Court not later than the 90th day following the date of the Council's decision (Code of Civil Procedure Section 1094.6) Any item not under discussion before 10:00 p.m. may be continued

to the next regular meeting. Next regular meeting is June 27, 2023.

Administration Department
Town Hall, main floor
525 San Anselmo Avenue
San Anselmo, CA 94960
(415) 258-4691

Town Council
Steve Burdo, Mayor
Eileen Burke, Vice Mayor
Brian Colbert, Councilmember
Alexis Fineman, Councilmember
Tarrell Kullaway, Councilmember

Staff
David Donery, Town Manager
Linda Kenton, Assistant Town Manager / Town Librarian
Jeff Zuba, Finance and Admin Services Director
Megan Holt Acevedo, Town Attorney
Serge Avila, Town Clerk
Heidi Scoble, Planning Director
Sean Condry, Public Works Director
Dannielle Mauk, Community Services Director
Mike Norton, Chief of Police
Jason Weber, Fire Chief

DECLARATION OF POSTING
This Notice is posted in accordance with Government Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the Town of San Anselmo website. Under penalty of perjury, this Agenda was posted to the public at least 72 hours prior to the meeting.

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.1

MEETING DATE: June 13, 2023

AGENDA TITLE: Approval of the Draft Minutes of the Regular Town Council Meeting of May 23, 2023

FROM: Serge Avila, Chief Town Clerk

RECOMMENDATION: For Council to consider the approval of the Draft Minutes of the Regular Town Council meeting of May 23, 2023.

ATTACHMENT:

Attachment 1- May 23, 2023 Draft Minutes

San Anselmo Draft Council Minutes
Regular Meeting
Town Council Chambers and via teleconference
Tuesday, May 23, 2023

Call to Order 6:15 p.m.

Mayor Burdo announced that item B.1 will be discussed in Closed Session.

B.1 Conference with Legal Counsel- Existing Litigation- Government Code Section 94956.9(a)
Name of Case: Mark Swanson v. Testate and Intestate Successors to Lilian I. Davidson et. al. (Marin County Superior Court Case No. CIV 2202271) Quiet Title Action

Public Comment on Closed Session items

There were no comments.

Adjourn to Closed Session

Adjourn to Open Session

Interviews for Economic Development Committee- 6:30 p.m.

The Council interviewed Ryan Olson, Ginny Svigals, Michael Fine.

Call to Order: Optional Pledge of Allegiance 7:00 p.m.

COUNCILMEMBERS PRESENT: Steve Burdo, Mayor
Eileen Burke, Vice Mayor
Brian Colbert
Alexis Fineman
Tarrell Kullaway

STAFF MEMBERS PRESENT: Dave Donery, Town Manager
Megan Acevedo, Town Attorney
Sean Condry, Public Works Director
Heidi Scoble, Planning Director
Serge Avila, Town Clerk
Sean Youra, Climate Action Coordinator

Mayor Burdo reported the Council met in Closed Session and voted unanimously to authorize the Town Attorney to file a disclaimer of interest in the case.

Open Time for Public Expression

Mr. Guy Meyer discussed the issue of the barrier that keeps residents from the park. He asked if the negotiations continued. He was in favor or hedges and not concrete wall in the park and no decking under the Redwoods.

Council requests for future agenda items; Committee liaison reports; questions and comments

to staff; miscellaneous items

Vice Mayor Burke reported she attended the County-Wide Priority Setting Committee meeting.

Councilmember Colbert reported he attended Ember Stomp; the Chamber of Commerce sponsored “Sip and Stroll” Event- it was a huge success.

Councilmember Kullaway reported she attended an event for Supervisor Katie Rice; the Transportation Authority of Marin (TAM) Bicycle and Pedestrian Advisory Committee (BPAC) meeting; the ebike/drug use parent group meeting on May 18th.

Councilmember Fineman reported she attended the Cal Community Choice Aggregate (CCA) Annual Conference on behalf of Marin Clean Energy (MCE).

Mayor Burdo reported he attended the Ross Valley Fire Authority Board meeting; the Central Marin Police Authority (CMPA) Board of Directors meeting; the community meeting on May 18th; the “Sip and Stroll” Event; Ember Stomp.

Special Presentation

Mayor’s Proclamation Recognizing Stephen Pringle.

Mayor Burdo presented Mr. Pringle the Proclamation in recognition of his community service.

1. Consent Agenda

1.1 Approve the Draft Minutes of the Special Town Council Meeting May 5, 2023

1.2 Approve the Draft Minutes of the Regular Town Council Meeting of May 9, 2023

1.3 Award of Construction Contract for the 2023 Street Rehabilitation Project

1.4 Award of Construction Contract for the 2023 Slurry Seal Project

1.5 Senate Bill 1 (SB1) Gas Tax Funding Project List. Resolution No. 4493

1.6 Authorize the Town Manager to sign the amendment to the 1996 Revised Hazardous and Solid Waste Joint Powers Agreement County of Marin (“Zero Waste Marin”)

1.7 Consider Adopting a Resolution No. 4494 Declaring June 2023 LGBTQ Pride Month and Directing Staff to Fly the Rainbow Flag Throughout the Month of June at Town Hall

1.8 Consideration of Special Event Application- San Anselmo Arts Commissioner’s Beatles in the Park Fundraiser 2023

1.9 Approve Resolution No. 4495 to Authorize the Mayor to Execute the Renewal of the Community Development Block Grant Cooperation Agreement

1.10 Adoption of 2023/24 and 2024/25 Measure J Expenditure Plan

1.11 Final Approval of 2023-25 Work Plan Priorities

1.12 Adopt a Resolution No. 4496 to Redefine the Framework for the Town’s Climate Action Commission

1.13 Approve Revisions to Section 8, Policies, Programs, and Action, of the Draft Housing Element and authorize staff to work with the Housing Element Advisory Committee to prepare nonpolicy related revisions to the Draft Housing Element and to submit the revised Draft Housing Element to the California Department of Housing and Community Development (HCD)

1.14 Revenue and Expenditure Reports, April 2023

1.15 Proclamation of the Town of San Anselmo Declaring the First Friday in June, June 2, 2023 to be Nation Gun Violence

Mayor Burdo wanted to pull item #1.15 from the Consent Calendar for discussion.

Councilmember Fineman wanted to pull item #1.6

Councilmember Kullaway wanted to pull item #1.11.

Mayor Burdo opened the meeting to public comments

Ms. Kathryn Guthrie, member of the Climate Action Commission, discussed projects that would advance climate adaptation and mitigation.

Mayor Burdo closed the meeting to public comments.

M/s, Burke/Kullaway, Motion to approve Consent Calendar items #1.1 through 1.5, 1.7 through 1.10, 1.12 through 1.14.
AYES: Colbert, Fineman, Kullaway, Vice Mayor Burke, Mayor Burdo

1.6 Authorize the Town Manager to sign the amendment to the 1996 Revised Hazardous and Solid Waste Joint Powers Agreement County of Marin ("Zero Waste Marin")

Councilmember Fineman stated she would need to recuse herself from voting on this item.

1.11 Final Approval of 2023-25 Work Plan Priorities

Councilmember Kullaway referred to page 8, #6, and wanted to change the wording to "update and implement" the Bicycle Master Plan (BMP).

Vice Mayor Burke stated she did not think the Council should direct and prioritize the implementation of certain projects. She was comfortable with the existing language.

Councilmember Fineman stated she was fine with the existing language.

Town Manager Donery stated the BPAC has a new priority list and staff will do an administrative update of the BMP.

1.15 Proclamation of the Town of San Anselmo Declaring the First Friday in June, June 2, 2023 To be Nation Gun Violence

Mayor Burdo opened the meeting to public comments.

Volunteers from Moms Demand Action discussed the need for gun awareness and legislation and supported the adoption of the Proclamation.

Mayor Burdo closed the meeting to public comments.

M/s, Burke/Kullaway, Motion to approve Consent Calendar item #1.6.
AYES: Colbert, Kullaway, Vice Mayor Burke, Mayor Burdo
ABSTAIN: Fineman

M/s, Burke/Fineman, Motion to approve Consent Calendar items #1.11 and #1.15.
AYES: Colbert, Fineman, Kullaway, Vice Mayor Burke, Mayor Burdo

Public Hearing

2.1 Introduction and First Reading of Amendments to the San Anselmo Municipal Code Adding Chapter 21 "Affordable Housing" to Title 10 "Planning and Zoning", which amendment would establish an inclusionary housing program and an affordable housing fund, adoption of a resolution recommending Town Council adoption of implementing regulations regarding inclusionary affordable housing requirements and program regulations, and adoption of a resolution recommending Town Council adoption of in-lieu affordable housing fees and commercial/non-residential linkage fee. The Ordinance would apply Town wide.

Planning Director Scoble presented the staff report and a PowerPoint presentation. She answered questions from the Council regarding enforcement; controversial projects in other jurisdictions and if they are going through this process; if staff would like the regulations adopted by June; if the commercial linkage fee was *up to* $2,500; if these regulations limit the profitability of rental property.

Mayor Burdo opened the meeting to public comments.

There were no comments.

Mayor Burdo closed the meeting to public comments.

Vice Mayor Burke noted the City of San Rafael reduced the requirement to 10%. She supports the ordinance.

Councilmember Fineman stated establishing an Affordable Housing Fund has been a long-standing goal and she is excited to see affordable housing being development.

The Council thanked Planning Director Scoble for the outstanding work.

M/s, Burke/Colbert, Motion to Introduction and Waive First Reading of an Ordinance of the Town Council of the Town of San Anselmo Amending Title 10, "Planning and Zoning", of the San Anselmo Municipal Code to add Chapter 21 "Affordable Housing".
AYES: Colbert, Fineman, Kullaway, Vice Mayor Burke, Mayor Burdo

M/s, Burke/Colbert, to adopt Resolution No. 4497 implementing affordable housing requirements and program regulations and adopt Resolution No. 4498 establishing affordable housing in-lieu fees and non-residential/commercial linkage fee.
AYES: Colbert, Fineman, Kullaway, Vice Mayor Burke, Mayor Burdo

Council Business Items

3.1 Consider the implementation of the Town of San Anselmo Prescribed Grazing Program.

Public Works Director Condry presented the staff report. He answered questions from the Council regarding whether the Council needs to approve this program on an annual basis; the alternative options; timing of biological assessments; targeted grazing; if this would be a more carefully planned project if it were done by the Marin Wildlife Protection Agency (MWPA); treatment or buffers for riparian areas; tree protection methods; the Class IV CEQA Exemption proposed by staff.

Central Marin Fire Battalion Chief Todd Lando presented a report regarding the history of the program, partnership with Fire Safe Marin, other entities, and land owners, the Marin landscape, grasslands diversity, and the fire fighting tactical perspective.

Ms. Bianca Suarez, representing Star Creek Land Stewards, stated they provide goats and sheep for grazing. She noted this is a very unique program that is being mimicked throughout the State.

Ms. Stephanie Larson, representing UC Cooperative Extension, stated they recently started looking at livestock as a tool for vegetation management. They work closely with fire agencies to target prescribed grazing to address wildfire issues.

Ross Valley Fire Department Interim Deputy Fire Chief Mahoney stated the program includes reducing fuel loads and restoring an area back to its original state.

Mayor Burdo opened the meeting to public comments.

Renee stated the vegetation management prescriptions for Sorich and Hawthorne Canyon greatly exceed the limits used by other agencies. He displayed some maps and stated the areas of vegetation management do not conform with the Class IV CEQA Exemptions. Grazing can be done properly.

A resident living in Sleepy Hollow was grateful for the work being done to prevent wildfires- she loves the goats.

Mr. Stan Radtke, Co-Chair of the Open Space Committee, stated this is a wonderful program but it has not been reviewed by the Open Space Committee. The goats just showed up and overgrazing occurred. There has never been a biological survey done on the Open Space areas.

Mr. Jonathan Braun, Co-Chair of the Open Space Committee, agreed there is a need for management of fire fuels and protecting homes. There is also a responsibility to protect these open space areas.

Mr. Michael Anderson spoke on behalf of the San Francisco Boulevard neighbors. The goats and sheep are welcomed with open arms.

Mayor Burdo closed the meeting to public comments.

Vice Mayor Burke appreciated all the things being done related to fire prevention and is confident they are striking a balance in terms of limiting fire risk and protecting the environment. She would tie the use of a botanist to approving a goat grazing plan.

Councilmember Kullaway was concerned about grazing in the riparian areas. She is inclined to go with the staff recommendation but thought there should be some analysis of what is out there.

Councilmember Fineman stated strong communication was important along with tree and riparian protection. She warned about unintended consequences. She would like to move forward.

Councilmember Colbert supported the staff recommendation. The program is well managed and strikes a good balance. He supported a holistic approach.

Mayor Burdo agreed that the professional do a good job taking residents concerns into account. He is glad to see that communication is happening and would like it to continue.

M/s, Burke/Colbert, Motion to support the staff recommendation to approve the San Anselmo Prescribed Grazing Program.
AYES: Colbert, Fineman, Kullaway, Vice Mayor Burke, Mayor Burdo

Councilmember Fineman made a motion that was seconded by Councilmember Kullaway to direct staff to begin authorizing a Request for Proposal (RFP) for a comprehensive botanical survey of Sorich Park to occur sometime in the next year.

Councilmember Colbert made a motion that was seconded by Vice Mayor Burke to direct staff to work with Open Space on the Open Space Management Plan which integrates a botanical study.

The most recent motion (Councilmember Colbert's) was voted on first and passed unanimously.

Councilmember Fineman withdrew her motion.

The Council took a 5-minute break at 9:20 p.m.

<u>3.2 Resilience Hub Feasibility Study Presentation</u>

Climate Action Coordinator Youra presented the staff report.

Mr. Gavi Emunah, representing Sage Energy Consulting, gave a PowerPoint presentation. He, along with staff, answered questions from the Council regarding who would apply for grants; whether Design Review would be required; the effects on the bio-retention area and how the Magnolia lot would need to be modified with Option A; if there would be a difference in obtaining grants if the Magnolia lot were open to the public and not just staff; if the battery storage system anticipates expansion; the Interconnection Application; when the off-set would be outgrown.

Mayor Burdo opened the meeting to public comments.

A resident asked if the Town has considered installing solar at the Corporation Yard. He asked about the return on investment.

Ms. Karen Mendalow supported the proposal.

Mayor Burdo closed the meeting to public comments.

M/s, Burke/Colbert, Motion to support the staff recommendation, Option B, along with the cash financing option.
AYES: Colbert, Fineman, Kullaway, Vice Mayor Burke, Mayor Burdo

<u>3.3 Consider the appointment of three (3) applicants to the Economic Development Committee</u>

Town Clerk Avila presented the staff report.

Mayor Burdo opened the meeting to public comments.

There were no comments.

Mayor Burdo closed the meeting to public comments.

Councilmember Colbert noted none of the candidates have attended an EDC meeting and might encounter a challenging learning curve.

M/s, Burke/Kullaway, Motion to appoint Ryan Olson, Ginny Svigals, Michael Fine to the Economic Development Committee.
AYES: Colbert, Fineman, Kullaway, Vice Mayor Burke, Mayor Burdo

Mayor Burdo announced the Community Coffee with Senator McGuire has been scheduled for July 13th at the Ross Valley Fire Authority Station #19 starting at 6:30 p.m.

Mayor Burdo announced that Councilmember Kullaway will be the Active Transportation Committee representative.

M/s, Burke/Fineman, Motion to adjourn the meeting at 10:12 p.m.

Respectfully submitted,

Toni DeFrancis,
Recording Secretary

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.2

MEETING DATE: June 13, 2023

AGENDA TITLE: Consider reappointing (1) one incumbent to the Marin Commission on Aging

FROM: Serge Avila, Chief Town Clerk

RECOMMENDATION: For Council to consider reappointing incumbent Gene Ng to the Marin Commission on Aging.

BACKGROUND & DISCUSSION

A member to the Marin Commission on Aging is appointed by the Town Council to serve as one of the many voluntary advisors to the Board of Supervisors on issues affecting the elderly in Marin County. The Town has the ability to appoint one person to the Marin Commission on Aging. Gene Ng's term is expiring at the end of June 2023 and per Council's direction provided during the meeting of May 9, 2023, there is no need for the Council to hold an interview for this incumbent. Mr. Ng has expressed his interest in being appointed for another three-year term and his application is attached to this report. There are no additional candidates applying for this position.

FISCAL IMPACT

There would be no direct fiscal impact to the Town to approve this item.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The proposed appointment is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

ATTACHMENTS

Attachment 1- Gene Ng- Application no Resume

Print

Boards, Committees and Commissions Application - Submission #1860

Date Submitted: 4/25/2023

TOWN OF SAN ANSELMO

APPLICATION FOR APPOINTMENT TO A SAN ANSELMO BOARD/COMMISSION/COMMITTEE

To: San Anselmo Town Council

Date*

4/24/2023

I wish to apply for an appointment to a term/balance*

Marin Commission on Aging

Name*

GENE THOON NG

Home Address*

225 SAN FRANCISCO BLVD

Occupation*

Retired

Employer's Address

225 SAN FRANCISCO BLVD

Home Phone*

4155178652

Work Phone

Cell Phone

4155178652

E-Mail*

GENENG40@GMAIL.COM

Number of years as resident of San Anselmo*

35

Number of years as a resident in Marin*

35

Education Level Achieved*

Graduate Degree (Major)

Name and phone numbers of three San Anselmo residents who can be contacted for referral information about me:

1.) Name*

George Lewis

1.) Phone*

415-302-2846

2.) Name*

Mary Miner

2.) Phone*

415-269-4954

3.) Name*

Tom McAllister

3.) Phone*

415-302-7562

I would be able to regularly attend the meetings of this Board/Commission/Committee.*

- (●) YES
- ( ) NO

I would be available to attend additional meetings when they are necessary.*

- (●) YES
- ( ) NO

I am familiar with the responsibilities and functions of this Board/Commission/Committee.*

- (●) YES
- ( ) NO

I have attended meetings of the Board/Commission/Committee as a member of the public.*

- (●) YES
- ( ) NO

List briefly, previous experience serving the public office, and/or civic commissions,boards, or committees.*

I have not served in any public office or commission until I was appointed to the Marin County Commission on Aging.

Reasons for this appointment.*

I have been on the Commission for just over a year. During this time I have learned all the in's and out's of the Commission. I would like to continue as the Commissioner for the full term and continue my work with the Commission.

What are your qualifications for this appointment.*

As I just previously expressed, I have been to seminars and other events concerning the aging population of Marin. I am now the vice chairman of the Equity, Outreach and Advocacy Committee. I have also been nominated as the vice chairman of the Executive Committee. The Commission has full confidence in me. I am qualified because of my education, follow through and hard work.

Briefly, what do you consider to be the most important, one or two current issues facing this Board/Commission/Committee?*

Probably one of the most important is housing for the aging population. There is just not enough affordable housing for seniors. Another important issue is transportation. As seniors it is quite difficult to get around the county without driving. The Commission has not been in close touch with all the public transport agency in Marin.

I understand that I and all other applicants will be personally interviewed by the Town Council as part of the selection process for this appointment. I also understand that my application material will be a public document and available on the Town's website. Sensitive materials that you don't wish to be posted on the website should not be included with the application.*

- (●) YES
- ( ) NO

Other Boards/Commissions/Committees on which you would be interested in serving if not appointed to this seat?*

Parks & Recreation Commission

You may attach personal resumes or other information which you believe would be helpful to the Council in its selection process.

Thank you for your interest in serving the Town of San Anselmo and its citizens. For further information, please contact the Town Clerk, at townclerk@townofsananselmo.org or 415-258-4660.

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.3

MEETING DATE: June 13, 2023

AGENDA TITLE: Adopt Amendments to the San Anselmo Municipal Code adding Chapter 21 "Affordable Housing" to Title 10 "Planning and Zoning", which amendment would establish an inclusionary housing program and an affordable housing fund. The Ordinance would apply Town-wide. The proposed Ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

FROM: Heidi Scoble, Planning Director

RECOMMENDATION

Adopt the attached Ordinance entitled, "Ordinance of the Town Council of the Town of San Anselmo Amending Title 10, 'Planning and Zoning', of the San Anselmo Municipal Code to add Chapter 21, 'Affordable Housing'".

BACKGROUND & DISCUSSION

The purpose of this consent calendar agenda item is to adopt the attached Inclusionary Housing Ordinance (see Attachment 1).

On May 23, 2023, the Town Council conducted a public hearing for consideration of proposed zoning amendments to establish a new Inclusionary Housing Ordinance, adopt a Resolution to implement Affordable Housing Requirements and Program Regulations (see Attachment 2) and adopt a Resolution establishing Affordable Housing In lieu and Non-residential/Commercial Linkage fee (see Attachment 3). Following public comment, the Town Council deliberated and unanimously voted to introduce by title only and waive the reading of the Ordinance and to adopt Resolution No. 4497 (Affordable Housing Program) and Resolution No. 4498 (Inclusionary Housing and Commercial Linkage Fee).

FISCAL IMPACT

The fiscal impact with the adoption of the Ordinance is that Inclusionary Housing in-lieu and commercial linkage fee will be collected and placed in a new Affordable Housing fund. The funds would be later used to promote affordable housing.

GENERAL PLAN CONSISTENCY

The proposed Ordinance Amendment and related policies and fees are consistent with, and implement, both the Town's current General Plan Housing Element (2015-2023) and the Draft

Housing Element, which include policies to adopt inclusionary housing policies, adoption of an inclusionary housing ordinance, and adoption of affordable housing in-lieu fees.

CEQA CONSISTENCY AND CLIMATE ACTION PLAN CONSISTENCY

The affordable-housing in-lieu fees and the non-residential/commercial linkage fees are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendment will have a significant effect on the environment; and because it is not a "project" under CEQA since a project does not include the creation of a governmental funding mechanism that does not involve any commitment to any specific project (CEQA Guidelines section 15378(b)(4), and this Resolution commits no fees to any specific project.

The affordable-housing in-lieu fees and the non-residential/commercial linkage fees are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendment will have a significant effect on the environment; and because it is not a "project" under CEQA since a project does not include the creation of a governmental funding mechanism that does not involve any commitment to any specific project (CEQA Guidelines section 15378(b)(4), and this Resolution commits no fees to any specific project.

The Affordable Housing Ordinance Amendment and the Resolution approving implementing regulations are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that they will have a significant effect on the environment; said ordinance and policies will make no changes to land uses, development intensities, or the rate at which development is expected to occur, and therefore will have no significant environmental effect.

The adoption of the Ordinance would also be consistent with the Town's Climate Action Plan 2030 Guiding Values for a Post-Carbon Community related to the following:

1. Equity and Access to ensure that all people have the opportunity to benefit equally from climate solutions, while not taking on an unequal burden of climate impacts; and
2. Efficiency and Innovation by the Town promoting the efficient use of resources and the adoption of clean and climate-smart technologies and techniques; and
3. Human Health and Wellness by enhancing the ability of the community to live, work, play, connect, and thrive in a healthy social and physical environment with good planning.

ATTACHMENT

1. Ordinance
2. Town Council Resolution No. 4497
3. Town Council Resolution No. 4498

ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO AMENDING TITLE 10 "PLANNING AND ZONING" OF THE SAN ANSELMO MUNICPAL CODE TO ADD CHAPTER 21 "AFFORDABLE HOUSING"

WHEREAS, all communities in the State of California, including the Town of San Anselmo, face a housing crisis that includes the lack of access to affordable housing, which has a direct negative impact on the public health, safety, and welfare of the residents of San Anselmo; and

WHEREAS, inclusionary housing policies, and related affordable housing in-lieu and non-residential/commercial linkage fees, are tools that help jurisdictions increase the supply of affordable housing units; and

WHEREAS, the provision of safe and stable housing for households at all income levels is in the public interest; and

WHEREAS, California Government Code section 65580 provides that the availability of housing is of vital Statewide importance and that local governments have a responsibility to use their powers to facilitate the development of housing and make adequate provision for the housing needs of all economic segments of the community; and

WHEREAS, the Town of San Anselmo was awarded funding pursuant to a State Grant established by California Senate Bill 2 (SB 2) for actions to increase housing, and a portion of this money was utilized in collaboration with other Marin jurisdictions to formulate inclusionary housing policies and supporting fee studies; and

WHEREAS, all California jurisdictions receive a target number of homes for which they must plan at various income levels called the Regional Housing Needs Allocation (RHNA) and the RHNA number for the Town of San Anselmo's 2023-2031 Housing Element cycle has increased to 833 units up from the previous 106 units; and

WHEREAS, the adoption of inclusionary housing policies is critical for the Town in reaching its RHNA housing requirements for very low, low, and moderate income households; and

WHEREAS, the proposed Ordinance Amendment adds Chapter 21 "Affordable Housing" to Title 10 "Planning and Zoning" of the San Anselmo Municipal Code, which would provide for inclusionary housing requirements, establish an affordable housing fund, and authorize affordable housing in-lieu fees and non-residential/commercial linkage fees "(Ordinance Amendment"); and

WHEREAS, using the SB 2 funding, the Town of San Anselmo collaborated with several Marin jurisdictions lead by Strategic Economics, Inc. and Vernazza Wolf Associates (Consultants) on the development of a common inclusionary housing policy; and

WHEREAS, Consultants completed an In-Lieu Housing Fee Study and a Non-Residential/Commercial Linkage Fee Study (Fee Study Reports), which studies support the adoption of said fees; and

WHEREAS, Consultants used appropriate, best-practices methodology to determine the maximum amount of said fees to mitigate the burdens created by residential and non-residential/commercial development, and demonstrate that there is a reasonable relationship between the need for affordable housing and the impacts of the development described in the Fee Study Reports for which the corresponding fee is charged, and that there is also a reasonable relationship between the fee's use and the type of development for which the fee is charged; and

WHEREAS, the Fee Study Reports include an economic feasibility analysis that determined the fees as recommended would be feasible; and

WHEREAS, in compliance with Assembly Bill 602 (AB 602), Government Code section 66000, to ensure that the fractionable affordable housing in-lieu fee and non-residential commercial linkage fee recommended herein does not exceed the actual affordable housing impacts attributable to the development projects on which the fee is imposed, the Town Council will consider the Fee Study Reports; and

WHEREAS, based on the findings above, the Town desires to further the public health, safety, and welfare by requiring residential and non-residential/commercial projects in the Town to mitigate their impact on the need for affordable housing in San Anselmo; and

WHEREAS, the Planning Commission held a duly noticed public hearing on May 15, 2023 to consider recommendation of said Amendments to the Town Municipal Code; and

WHEREAS, on May 15, 2023, the Planning Commission of the Town of San Anselmo adopted Resolution No. 2023-08 to recommend Town Council approval of the Affordable Housing Requirements and Program Regulations; and

WHEREAS, public notice of the Town Council hearing to consider the Ordinance Amendment was published in the Marin Independent Journal on May 11, 2023; and

WHEREAS, the Town Council held a public hearing on May 23, 2023, to consider the Planning Commission recommendation and introduce the draft Ordinance; and

WHEREAS, on May 23, 2023, the Town Council unanimously approved Resolution number 4497 for the establishment of Affordable Housing requirements and Program regulations; and

WHEREAS, on May 23, 2023, the Town Council unanimously approved Resolution number 4498 for the adoption of Affordable Housing In-Lieu fees and Commercial/Non-residential Linage fees; and

WHEREAS, the Ordinance Amendment is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendment will have a significant effect on the environment; the Amendment will make no changes to land uses, development intensities, or the rate at which development is expected to occur, and is therefore will have no significant environmental effect; and

WHEREAS, the adoption of the proposed Ordinance Amendment is consistent with the Town's current and draft Housing Element, both of which contain policies to adopt inclusionary housing policies and related fees to be deposited into an affordable housing fund; and

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO DOES ORDAIN AS FOLLOWS:

SECTION 1: Environmental Review. The Ordinance Amendment is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendment will have a significant effect on the environment. The Amendment will make no changes to land uses, development intensities, or the rate at which development is expected to occur and therefore will have no significant environmental effect.

SECTION 2: The above recitals are true and correct and are incorporated as findings herein.

SECTION 3: Ordinance Amendment. Chapter 21 "Affordable Housing" is hereby added to Title 10 "Planning and Zoning" of the San Anselmo Municipal Code as follows:

10-21-010 Purpose and Intent.

a. The purpose of this Chapter is to ensure that new residential and non-residential development projects contribute to the availability and attainment of decent, affordable housing to a broad range of households with varying income levels throughout the Town of San Anselmo.
b. These requirements implement the Town's Housing Element by assisting in meeting the Town's Regional Housing Needs obligations, providing funding to facilitate affordable housing development, and affirmatively furthering fair housing by ensuring that affordable housing is constructed in all parts of the Town.
c. The Town Council desires to provide and maintain affordable housing opportunities through an affordable housing in-lieu fee, the funds of which will be deposited into the Affordable Housing Fund to be used in the development of affordable housing and related programs in the Town. The non-residential/commercial linkage fee requirements will assist in alleviating the impacts of the demand for new affordable housing created by new non-residential development.

10-21-020 Definitions. For the purposes of this Chapter, the following definitions apply:

a. "Affordable housing fund" means the fund established pursuant to Section 10-21.050 of this Chapter.
b. "Affordable housing unit" means a dwelling unit that shall be offered at an affordable rent or affordable ownership cost to very low-, low- or moderate-income households.
c. "Common ownership or control" means property owned or controlled by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member, or family member of an investor of the entity owns ten percent or more of the interest in the property.
d. "Housing in-lieu fee" means the applicable fee established pursuant to Section 10-21.060 of this Chapter.
e. "Low income households" or "low income" means households with incomes no greater than the maximum income for low income households for Marin County as published annually by the California Department of Housing and Community Development (HCD) in California Code of Regulations Title 25, Section 6932 (or successor provision).
f. "Moderate income households" or "moderate income" means households with incomes no greater than the maximum income for moderate income households for Marin County, as published annually by the California Department of Housing and Community Development (HCD) in California Code of Regulations Title 25, Section 6932 (or successor provision).
g. "Non-residential development project" means an application for a planning permit or building permit that includes the new construction of gross square feet of non-residential space or the conversion of a residential use to a non-residential use.
h. "Non-residential/commercial linkage fee" means the applicable fee established pursuant to Section 10-21.060 of this Chapter.
i. "Rental unit" means a dwelling unit that is intended to be offered for rent or lease and that cannot be sold individually in conformance with the Subdivision Map Act.
j. "Residential development project" means a project at one location to create one or more additional dwelling units, convert nonresidential uses to dwelling units, subdivide a parcel to create one or more separately transferrable parcels intended for residential development, or implement a condominium conversion, including development constructed at one time and in phases. "One location" shall include all adjacent parcels of land under common ownership or control with contiguous property lines at any point, or the property lines of which are separated by a public or private street, road, or public or private right-of-way.
k. "Very low income households" or "very low income" means households with incomes no greater than the maximum income for very low-income households for Marin County, as published annually by the California Department of Housing and Community Development (HCD) in California Code of Regulations Title 25, Section 6932 (or successor provision).

10-21-030 Affordable Housing Requirements.
a. Residential Development Projects – General Requirements. Any new residential development project shall be developed to provide affordable housing units to very low, low, moderate, and above moderate-income households in accordance with the provisions of this Chapter and applicable Town policies.

b. Affordable Housing Units—Percentage Required, In-Lieu Fees, Target Incomes. Residential development projects shall provide affordable housing units and/or pay housing in-lieu fees in accordance with the policies and procedures specified in the Affordable Housing Requirements and Program Regulations, as adopted, and amended from time to time by Town Council Resolution.

c. Exemptions. The requirements of this Chapter do not apply to:

1. Projects where a building permit application has been accepted as complete by the Town prior to the effective date of this Chapter; provided however that any extension or modification of such a permit shall not be exempt.
2. Any structure proposed to repair or replace a building that was damaged or destroyed by fire or other calamity so long as the total number of units, square footage, and land use of the building remains the same and construction of the replacement building begins within one (1) year of the damage's occurrence.
3. Single-family structure.
4. Any Accessory Dwelling Unit or Junior Accessory Dwelling unit approved by the Town.
5. Any residential development project exempted by State law as may be amended from time to time.

d. Density Bonus. An applicant may submit a separate application for a housing density bonus pursuant to applicable State law and San Anselmo Municipal Code Title 10, Chapter 11 "Density Bonus", if eligible.

e. Enforcement.

1. The Town Attorney is authorized to abate violations and to enforce the provisions of this Chapter and all implementing regulations and resale controls placed on affordable housing units, by civil action, injunctive relief, and/or any other proceeding permitted by law including without limitation foreclosure.

2. It shall be unlawful, a public nuisance, and a misdemeanor for any person/entity to sell or rent an affordable unit at a price or rent exceeding the maximum allowed under this Chapter and implementing regulations, or to a household not qualified hereunder, and such person/entity shall be subject to a fine of five hundred dollars ($500) per month plus restitution of the amount charged that exceeded the maximum allowed under this Chapter from the date of original noncompliance until the affordable unit is in compliance with this Chapter and implementing regulations. Fine monies collected that exceed the cost of enforcement shall be deposited into the Affordable Housing Fund.

3. The remedies provided herein nonexclusive and cumulative and shall not preclude the Town from any other remedy or relief to which it is entitled under law or equity.

10-21-040 Administration. The Town Council shall adopt and may amend from time to time by Resolution, implementing Affordable Housing Requirements and Program Regulations consistent with the provisions of this Chapter and the Housing Element for the purpose of carrying out the administration of this Chapter. A copy of the Affordable Housing Requirements and Program Regulations shall be on file with the Town Clerk's Office and made available for public examination and posted on the Town's website. The Affordable Housing Requirements and Program Regulations shall set forth affordable housing requirements, affordable housing

in-lieu fee requirements, and non-residential/commercial fee requirements. The Planning Director or designee is responsible for administering this Chapter. As part of this administration, the Director may perform the following tasks including, but not limited to interpret the provisions of this Chapter and the Affordable Housing Requirements and Program Regulation and establish operational and procedural requirements such as tenant eligibility, application processes, waitlist management, and income verification requirements.

10-21-050 Affordable Housing Fund. An Affordable Housing Fund is established to receive all housing impact and other applicable fees and funds.

a. All applicable affordable housing in-lieu fees and non-residential/commercial linkage fees collected shall be deposited into the Affordable Housing Fund. The monies deposited in the Affordable Housing Fund, with any interest earned, shall be used solely to increase, and improve the supply of housing affordable to moderate, low, and very low-income households, consistent with the goals and policies contained in the Town's Housing Element and affordable housing requirements and policies.

b. The Affordable Housing Fund shall be administered by the Planning Director who may develop procedures to implement said fund consistent with the requirements of this Chapter and subject to any adopted budget of the Town and generally acceptable accounting and procurement processes.

10-21-060 Affordable Housing In-Lieu Fees and Non-Residential/Commercial Linkage Fees.

a. Affordable housing in-lieu fees and non-residential/commercial linkage fees (fees) are hereby established for residential development projects and non-residential/commercial development projects. The amount of said fees shall be established by Town Council Resolution, as may be amended from time to time. The amount of fees shall not exceed the cost of mitigating the impact residential or non-residential/commercial development projects on the need for affordable housing in the Town of San Anselmo.

b. All such fees shall be deposited in the Affordable Housing Fund described in Section 10-21-040 herein.

c. Payment of fees shall be due at the issuance of the building permit for the project. Fees shall be calculated based on the fee schedule in effect at the time the building permit is issued, unless State law specifies that the Town must use a fee schedule in effect at an earlier date.

SECTION 5: Severability. The Town Council hereby declares every section, paragraph, sentence, clause, and phrase is severable. If any section, paragraph, sentence, clause, or phrase of these ordinance amendments are for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 6: Effective Date. This Ordinance Amendment shall go into effect thirty (30) days from its adoption. Prior to the expiration of fifteen (15) days of adoption, this Ordinance Amendment, or a summary thereof pursuant to Government Code section 36933, shall be published at least

once in a newspaper of general circulation, along with the names of the members of the Town Council voting for and against its adoption.

THE FORGOING ORDINANCE was introduced at a regular meeting of the San Anselmo Town Council on May 23, 2023, and was adopted at a regular meeting of the San Anselmo Town Council on June 13, 2023, by the following vote:

AYES: Councilmember:
NOES: Councilmember:
ABSTAIN: Councilmember:
ABSENT: Councilmember:
RECUSED: Councilmember:

APPROVED:_____
Steve Burdo, Mayor

ATTEST:_____
Serge Avila, Town Clerk

SAN ANSELMO TOWN COUNCIL
RESOLUTION NO. 4497

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO ADOPTING AFFORDABLE HOUSING REQUIREMENTS AND PROGRAM REGULATIONS

WHEREAS, all communities in the State of California, including the Town of San Anselmo, face a housing crisis that includes the lack of access to affordable housing, which has a direct negative impact on the public health, safety, and welfare of the residents of San Anselmo; and

WHEREAS, inclusionary housing policies, and related affordable housing in-lieu and non-residential/commercial linkage fees, are tools that help jurisdictions increase the supply of affordable housing units; and

WHEREAS, the provision of safe and stable housing for households at all income levels is in the public interest; and

WHEREAS, California Government Code section 65580 provides that the availability of housing is of vital Statewide importance and that local governments have a responsibility to use their powers to facilitate the development of housing and make adequate provision for the housing needs of all economic segments of the community; and

WHEREAS, all California jurisdictions receive a target number of homes for which they must plan at various income levels called the Regional Housing Needs Allocation (RHNA) and the RHNA number for the Town of San Anselmo's 2023-2031 Housing Element cycle has increased to 833 units up from the previous 106 units; and

WHEREAS, the adoption of inclusionary housing policies, including affordable housing in-lieu fees and non-residential/commercial linkage fees, is critical for the Town in reaching its RHNA housing requirements for very low, low, and moderate income households; and

WHEREAS, the Town of San Anselmo was awarded funding pursuant to a State Grant established by California Senate Bill 2 (SB 2) for actions to increase housing, and a portion of this money was utilized in collaboration with other Marin jurisdictions to formulate inclusionary housing policies and supporting fee studies; and

WHEREAS, using the SB 2 grant funding, the Town of San Anselmo collaborated with 5 other Marin jurisdictions lead by Strategic Economics, Inc. and Vernazza Wolf Associates (Consultants) on the development of common inclusionary housing policies and related fees; and

WHEREAS, the Town Council has adopted an Ordinance Amendment adding Chapter 21 "Affordable Housing" to Title 10 "Planning and Zoning", Chapter "Zoning", adopting inclusionary housing requirements and authorizing the Town Council to establish by Resolution Affordable Housing Requirements and Program Regulations; and

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WHEREAS, on May 15, 2023, the Planning Commission of the Town of San Anselmo voted to recommend Town Council approval of the Affordable Housing Requirements and Program Regulations; and

WHEREAS, a duly and properly noticed public hearing regarding the Affordable Housing Requirements and Program Regulations proposed in this Resolution was conducted by the Town Council on May 23, 2023; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of San Anselmo hereby adopts the Affordable Housing Requirements and Program Regulations as set forth in Exhibit "A".

BE IT FURTHER RESOLVED that the facts set forth in the recitals in this Resolution are true and correct and incorporated herein by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, oral staff presentation, public testimony, and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

BE IT FURTHER RESOLVED that this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendment will have a significant effect on the environment. The Affordable Housing Requirements and Program Regulations set forth in this Resolution will make no changes to land uses, development intensities, or the rate at which development is expected to occur, and is therefore will have no significant environmental effect.

INTRODUCED AND ADOPTED AT A PUBLIC HEARING at a regular meeting of the San Anselmo Town Council on May 23rd, 2023 by the following vote:

AYES:	**Councilmember: Kullaway, Fineman, Colbert, Burke, Mayor Burdo**
NOES:	**Councilmember: None**
ABSTAIN:	**Councilmember: None**
ABSENT:	**Councilmember: None**
RECUSED:	**Councilmember: None**

DocuSigned by:
APPROVED: Steve Burdo
1A6075CDB15B4BA...
Steve Burdo, Mayor

DocuSigned by:
ATTEST: Serge Avila
C760AB43BEC248F...
Serge Avila, Town Clerk

EXHIBIT "A"

Affordable Housing Requirements and Program Regulations

The following Affordable Housing Requirements and Program Regulations ("Regulations") are adopted pursuant to, and for the implementation of, San Anselmo Municipal Code Chapter 10.21 "Affordable Housing". The purpose of these Regulations is to ensure that new residential development projects and commercial/non-residential development projects contribute to the attainment of affordable housing goals by the construction of affordable units, payment of in-lieu fees, and/or alternative equivalent actions.

A. Definitions. The definitions in San Anselmo Municipal Code Chapter 10-21 apply to these Regulations.

B. Affordable Housing Requirements.

1. Multiple Dwellings Rental Residential Development. Requirements for residential development projects consisting of multiple dwellings.

i. Residential development projects consisting of multiple dwellings (rental units) shall provide on-site affordable housing units as part of the proposed project and/or affordable housing in-lieu fees in accordance with either Table A or Table B, as selected by the developer. Any fractional units resulting from calculating the required affordable unit set aside may either be: 1) rounded up to the next whole number, or 2) an in-lieu fee may be paid equal to the calculated fractional unit.

ii. In-Lieu Fee. The in-lieu fee for the construction of one affordable unit shall be $362,817 ($362,817). The in-lieu fee shall be increased or decreased in accordance with the year over year increase or decrease in the California Construction Cost Index (CCCI) as measured from December to December. The first adjustment to the Town's in-lieu fee shall be made on January 1, 2023, and thereafter shall be adjusted on each January 1 by the Planning Director. For each residential development project, the in-lieu fee, when applicable, shall be calculated and paid on the date a building permit is issued for such project.

The developer may select one of the two following options, which include different percentages for the provision of affordable units.

Table A: Rental Projects (Developer Option 1)

Project Size **Required Affordable Unit Set Aside and In-Lieu Fee**

	Very Low	Low	Moderate	In-Lieu Fee
2-10 units	10%			10%
11-29 units	10%		10%	
30 or more units	15%			5%

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Table B: Rental Projects (Developer Option 2)

Project Size **Required Affordable Unit Set Aside and In-Lieu Fee**

	Very Low	Low	Moderate	In-Lieu Fee
2-10 units		15%		5%
11-29 units		15%	5%	
30 or more units	10%	5%	5%	

2. For-Sale Residential Development. Requirements for for-sale residential development projects consisting of single-family detached subdivision and multiple houses.

i. Residential development projects consisting of single-family detached subdivisions (for-sale dwelling units) or multiple houses (for-sale dwelling units) shall provide affordable housing units on-site as part of the proposed project and/or affordable housing in-lieu fees in accordance with Table C. Any fractional units resulting from calculating the required affordable unit set aside may either be: 1) rounded up to the next whole number, or 2) an in-lieu fee may be paid equal to the calculated fractional unit.

ii. In-Lieu Fee (single-family detached subdivision). The in-lieu fee for the construction of one affordable unit shall be $289,905 ($362,817). The in-lieu fee shall be increased or decreased in accordance with the year over year increase or decrease in the California Construction Cost Index (CCCI) as measured from December to December. The first adjustment to the Town's in-lieu fee shall be made on January 1, 2023, and thereafter shall be adjusted on each January 1 by the Planning Director. For each residential development project, the in-lieu fee, when applicable, shall be calculated and paid on the date a building permit is issued for such project.

iii. In-Lieu Fee (multiple houses). The in-lieu fee for the construction of one affordable unit shall be $362,817. The in-lieu fee shall be increased or decreased in accordance with the year over year increase or decrease in the California Construction Cost Index (CCCI) as measured from December to December. The first adjustment to the Town's in-lieu fee shall be made on January 1, 2023, and thereafter shall be adjusted on each January 1 by the Planning Director. For each residential development project, the in-lieu fee, when applicable, shall be calculated and paid on the date a building permit is issued for such project.

Table C: For-Sale Projects

Project Size **Required Affordable Unit Set Aside**

	Low	Moderate	Above Moderate
2-4 units			20%
5-29 units	5%	5%	10%
30 or more units	5%	10%	5%

C. **Maximum Rent and Sale Price.**

i. The maximum rent charged for an affordable unit constructed pursuant to the requirements in paragraph B(a) above shall be equal to 30% of the area median income (AMI) for the applicable unit-type as shown in Table D, adjusted for household size pursuant to California Department of Housing and Community Development (HCD) guidelines. Such maximum rent shall be inclusive of utility charges.

ii. The maximum sales price for an affordable unit constructed pursuant to the requirements applicable to for-sale projects shall be equal to 35% of the area median income (AMI) for the applicable unit-type as shown in Table D, adjusted for household size pursuant to Marin Housing Authority (MHA) guidelines. The maximum sales price shall be consistent with other MHA guidelines provided that the maximum sales price permitted by this paragraph is not exceeded.

Table D: Target AMIs for Maximum Rent and Sales Prices.

Unit Type	Very Low	Low	Moderate	Above Moderate
Target AMI	50%	65%	100%	135%

D. **Location and Type of Affordable Housing Units.** Affordable housing units shall be dispersed throughout a residential development project and be of a similar mix and type to that of the residential development project as a whole, including, but not limited to: 1) The same or substantially similar mix of unit size (e.g., number of bedrooms, square footage); and 2) compatibility with the design, materials, amenities, and appearance of the other developed units.

E. **Access to Amenities.** Residents and tenants of affordable units shall be provided the same rights and access to common amenities in the development project as residents and tenants occupying market rate units.

F. **Timing of Construction.** All affordable housing must be constructed and occupied concurrently with or prior to the construction and occupancy of market rate units, unless the Town Council, in its sole discretion, determines an alternative construction schedule will further the goal of affordable housing in the Town. In phased developments, affordable units may be constructed and occupied in proportion to the number of units in each phase of the project.

G. **Duration of Affordability.** Prior to the issuance of certificates of occupancy or approval of the final inspection for the affordable units, regulatory agreement and, if the affordable units are owner-occupied, resale restrictions, deeds of trust and/or other documents, all of which must be acceptable to the Planning Director and consistent with the requirements of this Chapter, shall be recorded against the parcels having such affordable units and shall be effective in perpetuity; unless reduced by the Town Council in its discretion based on findings including financial need,

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infeasibility, or as necessary to meet the requirements of financing institution or subsidy program.

H. **Alternative Means of Compliance.** A developer may propose to meet the requirements of these Regulations and San Anselmo Municipal Code Chapter 10.21 subject to the review and approval by the Planning Director in his/her/their its sole discretion. Applicants proposing to use an alternative means of compliance shall demonstrate how the alternative will further affordable housing opportunities in the Town to an equal to or greater extent than compliance with the express terms of these Regulations and San Anselmo Municipal Code Chapter 10.21.

1. **Donation of Land to the Nonprofit.** Donation of land to a nonprofit housing developer in place of actual construction of the required affordable units, which land must be zoned to allow residential use; free of toxic substances and/or contaminated soils; of sufficient size to accommodate the required units; and fully improved with access infrastructure, adjacent utilities, and grading.

2. **Construction of Off-Site Units.** Construction of allocated units off-site. Off-site units must be located within one-half mile of the market-rate development that is the subject of the inclusionary housing requirement; shall not create an over-concentration of deed-restricted affordable dwelling units in any one neighborhood; building design, quality, and maintenance standards shall be of good quality

I. **Administration.** On an annual basis, the Planning Director shall make available to the Town Council a report on the effectiveness of the affordable housing requirements set forth in San Anselmo Municipal Code Chapter 10.21 and these Regulations. Measures of effectiveness include, but are not limited to, pending or proposed housing development projects; number of units affordable at various affordable income levels; amounts of affordable housing in-lieu fees and non-residential/commercial linkage fees that have been deposited into the affordable housing fund and any Town actions taken with said funds.

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SAN ANSELMO TOWN COUNCIL
RESOLUTION NO. 4498

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO ADOPTING AFFORDABLE HOUSING IN-LIEU FEES AND COMMERCIAL/NON-RESIDENTIAL LINKAGE FEES IN THE MASTER FEE SCHEDULE

WHEREAS, all communities in the State of California, including the Town of San Anselmo, face a housing crisis that includes the lack of access to affordable housing, which has a direct negative impact on the public health, safety, and welfare of the residents of San Anselmo; and

WHEREAS, inclusionary housing policies, and related affordable housing in-lieu and non-residential/commercial linkage fees, are tools that help jurisdictions increase the supply of affordable housing units; and

WHEREAS, the provision of safe and stable housing for households at all income levels is in the public interest; and

WHEREAS, California Government Code section 65580 provides that the availability of housing is of vital Statewide importance and that local governments have a responsibility to use their powers to facilitate the development of housing and make adequate provision for the housing needs of all economic segments of the community; and

WHEREAS, all California jurisdictions receive a target number of homes for which they must plan at various income levels called the Regional Housing Needs Allocation (RHNA) and the RHNA number for the Town of San Anselmo's 2023-2031 Housing Element cycle has increased to 833 units up from the previous 106 units; and

WHEREAS, the adoption of inclusionary housing policies, including affordable housing in-lieu fees and commercial linkage fees, is critical for the Town in reaching its RHNA housing requirements for very low, low, and moderate income households; and

WHEREAS, the Town of San Anselmo was awarded funding pursuant to a State Grant established by California Senate Bill 2 (SB 2) for actions to increase housing, and a portion of this money was utilized in collaboration with other Marin jurisdictions to formulate inclusionary housing policies and supporting fee studies; and

WHEREAS, using the SB 2 funding, the Town of San Anselmo collaborated with several Marin jurisdictions lead by Strategic Economics, Inc. and Vernazza Wolf Associates (Consultants) on the development of a common inclusionary housing policy; and

WHEREAS, Consultants also completed an In-Lieu Housing Fee Study and a Commercial Linkage Fee Study (Fee Study Reports), which studies support the adoption of said fees; and

WHEREAS, the Town Council has adopted an Ordinance Amendment adding Chapter 21 "Affordable Housing" to Title 10 "Planning and Zoning" of the San Anselmo Municipal Code adding inclusionary housing requirements and authorizing the Town Council to establish by Resolution affordable housing in-lieu fees and non-residential/commercial linkage fees based on the Fee Study Reports; and

WHEREAS, to ensure that the affordable housing in-lieu fees and the non-residential/commercial linkage fees set forth in this Resolution do not exceed the actual affordable housing impacts attributable to the development projects on which the fees are imposed, the Town Council has received and considered the Fee Study Reports, which demonstrate that said fees do not exceed the affordable housing impacts attributable to the development projects on which the fees are imposed; and

WHEREAS, at least ten (10) days prior to the date this Resolution is being heard, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the affordable housing for which the fee is being levied and the revenue sources anticipated to provide the affordable housing, in accordance with Government Code section 66019; and

WHEREAS, notice of the hearing on the proposed fees was published twice in a newspaper of general circulation in the manner set forth in Government Code section 6062(a), in accordance with Government Code sections 66004 and 66018; and

WHEREAS, on May 15, 2023, the Planning Commission of the Town of San Anselmo voted to recommend Town Council approval of the proposed Affordable Housing In-Lieu Fees and Commercial/Non-Residential Linkage Fees; and

WHEREAS, a duly and properly noticed public hearing regarding the Affordable Housing In-Lieu Fees and Commercial/Non-Residential Linkage Fees proposed in this Resolution was conducted by the Town Council on May 23, 2023; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of San Anselmo hereby adopts the Affordable Housing In-Lieu Fees and Commercial/Non-Residential Linkage Fees as set forth in Exhibit "A attached hereto and incorporated herein by reference, and directs that these fees be incorporated into the Town's Master Fee Schedule.

BE IT FURTHER RESOLVED that this Resolution shall go into full force and effect sixty (60) days from its adoption.

BE IT FURTHER RESOLVED that the facts set forth in the recitals in this Resolution are true and correct and incorporated herein by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, oral staff presentation, public testimony, and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

BE IT FURTHER RESOLVED that this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendment will have a significant effect on the environment; and because it is not a "project" under CEQA since a project does not include the creation of a governmental funding mechanism that does not involve any commitment to any specific project (CEQA Guidelines section 15378(b)(4), and this Resolution commits no fees to any specific project.

INTRODUCED AND ADOPTED AT A PUBLIC HEARING at a regular meeting of the San Anselmo Town Council on May 23rd, 2023 by the following vote:

AYES:	**Councilmember: Kullaway, Fineman, Colbert, Burke, Mayor Burdo**
NOES:	**Councilmember: None**
ABSTAIN:	**Councilmember: None**
ABSENT:	**Councilmember: None**
RECUSED:	**Councilmember: None**

DocuSigned by:

APPROVED: Steve Burdo

1A6075CDB15B4BA...

Steve Burdo, Mayor

DocuSigned by:

ATTEST: Serge Avila

C760AB43BEC248F...

Serge Avila, Town Clerk

EXHIBIT "A"

Fees for Residential Development Projects
In Lieu of Provision of On-Site Inclusionary Units

The following fees apply to Rental Residential Development Projects in-lieu of the provision of on-site affordable inclusionary units.

A. Rental Residential Development. The in-lieu fee for the construction of one affordable unit shall be $362,817. The amount of the in-lieu fee will be calculated based on the percentage of the fractional unit. The developer may select one of the two following options, which include different percentages for the provision of affordable units.

Table A: Rental Projects (Developer Option 1)

Project Size	Required Affordable Unit Set Aside and In-Lieu Fee			
	Very Low	Low	Moderate	In-Lieu Fee
2-10 units	10%			10%
11-29 units	10%		10%	
30 or more units	15%			5%

Table B: Rental Projects (Developer Option 2)

Project Size	Required Affordable Unit Set Aside and In-Lieu Fee			
	Very Low	Low	Moderate	In-Lieu Fee
2-10 units		15%		5%
11-29 units		15%	5%	
30 or more units	10%	5%	5%	

B. For-Sale Residential Development.

1. **Single-Family Detached Subdivision.** The in-lieu fee for the construction of one affordable unit shall be $362,817. The amount of the in-lieu fee will be calculated based on the percentage of the fractional unit.
2. **Condominium Town Homes.** The in-lieu fee for the construction of one affordable unit shall be $362,817.
3. **Multiple Houses.** The in-lieu fee for the construction of one affordable unit shall be $362,817. The amount of the in-lieu fee will be calculated based on the percentage of the fractional unit.

Table C: For-Sale Projects

Project Size	Required Affordable Unit Set Aside		
	Low	Moderate	Above Moderate
2-4 units			20%
5-29 units	5%	5%	10%
30 or more units	5%	10%	5%

C. Comments.

1. Application. Fee applies to residential components of mixed-use projects.

2. Annual Fee Adjustment. Fee amounts shall be adjusted annually by the Planning Director in accordance with the year over year increase or decrease in the California Construction Cost Index (CCCI) as measured from December to December. The first adjustment shall be made on January 1, 2023 and thereafter on January 1.

3. Time of Payment. All in-lieu fees shall be calculated and paid at issuance of the building permit for the project.

4. Density Bonus. For projects that are granted a density bonus pursuant to California Government Code section 65915 *et seq.*, and San Anselmo Municipal Code Title 10, Chapter 11 "Density Bonus" (collectively, Density Bonus Law), the in-lieu fee shall apply to all market-rate units, including any additional market-rate units provided under Density Bonus Law.

5. Exempted Units. The following units are exempt from in-lieu fees: a) units that are affordable to moderate, low, very low, or extremely low-income households based on current Marin County affordability levels by the United States Department of Housing and Urban Development; b) Accessory Dwelling Units; c) Junior Accessory Dwelling Units; and d) units created pursuant to Government Code section 65852.21 ("SB 9").

EXHIBIT "B"

Affordable Housing Linkage Fee for Commercial/Non-Residential Development Projects

The following fees apply to Commercial/Non-Residential Development Projects in-lieu of the provision of on-site affordable inclusionary units.

Type of Project	Fee per Square Foot of Net New Gross Floor Area
Office	$10
Retail/Restaurant	$8 up to 2500 square feet $10 for over 2500 square feet
Hotel	$5
Other	Fees Calculated using Excel-Based Fee Calculator.

Comments.

1. Application. Fee applies to commercial/non-residential components of mixed-use projects.

2. Annual Fee Adjustment. Fee amounts shall be adjusted annually by the Planning Director in accordance with the year over year increase or decrease in the California Construction Cost Index (CCCI) as measured from December to December. The first adjustment shall be made on January 1, 2023 and thereafter on January 1.

3. Time of Payment. All in-lieu fees shall be calculated and paid at issuance of the building permit for the project.

4. Use of Excel-Based Fee Calculator. For uses where a fee is not prescribed, the Town will utilize an Excel-Based Fee Calculator that will calculate a fee based on the net new gross building (floor) area (GBA) area relative to the jobs associated with the use. The Calculator contains a table of the affordability gap by income group calculated by the Excel model prepared by Strategic Economics.

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.4

MEETING DATE: June 13, 2023

AGENDA TITLE: Appoint Town Manager to Marin Hazardous and Solid Waste Joint Powers Authority (JPA) Board of Directors

FROM: David P. Donery, Town Manager

RECOMMENDATION: That the Town Council appoint the Town Manager to the Marin Hazardous and Solid Waste Joint Powers Authority (JPA) Board of Directors

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BACKGROUND

The California Integrated Waste Management Board (CIWMB) was created by two pieces of legislation, AB 939 and SB 1322, signed into law as the Integrated Waste Management Act of 1989. The Act established a new approach to managing California's waste stream and mandated goals of 25 percent diversion of each city and county's waste from disposal by 1995 and 50 percent diversion by 2000. The Act defined environmentally safe disposal of waste that could not be diverted and established $10,000-per-day fines for cities and counties that did not comply.

Zero Waste in Marin County

Under the Act, all cities and counties were required to develop Integrated Waste Management Plans to outline how they planned to meet the 25 percent and 50 percent mandates. Realizing that it would be mutually beneficial to jointly prepare for the Integrated Waste Management Plan, Marin's cities and towns, along with the County, entered into a Memorandum of Understanding (MOU) in 1990.

Since then, Marin's public agencies and private waste haulers and facility operators have worked together to develop Marin's Integrated Waste Management Plan and to implement the programs necessary to meet the mandates. In 1996, the partnership forged with the MOU led Marin's cities and the County to form the Marin Hazardous and Solid Waste Joint Powers Authority (JPA). This program has become known locally as Zero Waste Marin (ZWM). Since the JPA's inception, the Board of Directors for the ZWM JPA has consisted of the City/Town Managers and County Administrator of each participating jurisdiction. (Link to current ZWM board member information)

At the May 23, 2023 Town Council meeting, Council approved amendments updating the 1996 Marin Hazardous and Solid Waste Joint Powers Authority (JPA): https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/1964612/Hazardous_and_Solid_Waste_JPA_Amendments_Staff_Report_with_Footers.pdf

DISCUSSION/ANALYSIS

The JPA board recently conducted a recruitment for a new Executive Director for ZWM and has hired a very qualified candidate named Kim Scheibly. Kim is well-known in the community from her many years of work with Marin Sanitary and brings a wealth of knowledge to the job.

Kim has been updating the files related to the JPA and saw that there weren't documents related to appointments to the JPA Board. She has asked each jurisdiction to provide the JPA with enacting documentation showing these appointments.

FISCAL IMPACT

There is no fiscal impact to the Town related to this appointment.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The Council's action on this item is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

ATTACHMENTS

Attachment 1 – Draft Resolution

Resolution No. _____

Resolution of the Town Council of the Town of San Anselmo Appointing the Town Manager to the Marin Hazardous and Solid Waste Joint Powers Authority (Zero Waste Marin) Board of Directors

WHEREAS, in 1996, Town of San Anselmo joined the newly formed Marin Hazardous and Solid Waste Joint Powers Authority (JPA); and

WHEREAS, the Marin Hazardous and Solid Waste Joint Powers Authority (JPA) has become known as Zero Waste Marin; and

WHEREAS, since the inception of Zero Waste Marin, the Board of Directors has consisted of the City/Town Managers and County Administrator of each participating jurisdiction; and

WHEREAS, Zero Waste Marin staff has asked that each jurisdiction make these appointments official by providing documentation of the action taken by each governing body; and

WHEREAS, this appointment is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of San Anselmo hereby appoints its Town Manager to the Board of Directors of the Marin Hazardous and Solid Waste Joint Powers Authority.

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the San Anselmo Town Council on the 13th day of June, 2023, by the following vote:

AYES: Councilmember:
NOES: Councilmember:
ABSENT: Councilmember:
ABSTAIN: Councilmember:

_____
Steve Burdo
MAYOR

ATTEST: _____
Serge Avila
TOWN CLERK

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.5

MEETING DATE: June 13, 2023

AGENDA TITLE: Consider Adopting Resolution Terminating the Declaration of Local Emergency Related to Storm Activity and Landslides in January 2023

FROM: Sean Condry, P.E., Public Works Director/Town Engineer

RECOMMENDATION: Adopt a Resolution Terminating the Local Emergency Related to Storm Activity and Landslides in January 2023 (Attachment 1).

BACKGROUND AND DISCUSSION

At its meeting of January 24, 2023, the Town Council adopted Resolution No. 4471 declaring a local emergency related to storm activity and landslides that occurred in January 2023. The declaration focused on the impacts from a landslide on Redwood Road that undermined the private roadway. Under State law, the emergency will continue until terminated by the Council.

At its meeting of March 28, 2023, staff provided an update for the Council's review of the continuing emergency related to the landslide on Redwood Road. A photograph and a detailed explanation of the existing road condition established that the landslide had worsened since the initial emergency declaration. Staff indicated that emergency repair would be required to allow access for emergency vehicles and to make the road passable.

On May 9, 2023, the Council reviewed an update of the continuing emergency, explaining that the emergency repair was nearing completion. The repair is now complete and emergency vehicle access has been restored; therefore, Town staff is recommending that the Council terminate the emergency declaration by adopting the attached proposed resolution.

FISCAL IMPACT

The engineer's estimate for the emergency repair project is $269,000, but based on invoices received to date, the actual cost of the work appears to be under that amount.

The Town is not responsible for maintenance of Redwood Road, because it is a non-maintained private right-of-way; therefore, staff has notified the property owners of their obligation to contribute to the cost of the repair.

GENERAL PLAN AND CLIMATE ACTION PLAN CONSISTENCY

The continuation of the emergency declaration related to landslide resulting from January storms, as well as emergency repair of a roadway and landslide to ensure emergency access to hillside properties in the interest of public safety is consistent with the Town's General Plan

Circulation Element Objective 10. The Climate Action Plan recognizes the need for adaptation due to increased risk of wildfires. Keeping streets that are in the wildland urban interface passable to emergency responders in the event of a wildfire is part of such adaptation.

CEQA

Adopting a resolution terminating a local emergency is exempt from the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"), because it relates to an emergency. (CEQA Guidelines §15269).

ATTACHMENTS

Attachment 1- Resolution Terminating Local Emergency

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO
TERMINATING THE LOCAL EMERGENCY RELATED TO STORM ACTIVITY AND LANDSLIDES
OCCURRING IN JANUARY 2023

WHEREAS, on January 24, 2023, the Town Council adopted Resolution No. 4471 Proclaiming a Local Emergency Related to Storm Activity and Landslides Occurring in January 2023; and

WHEREAS, on March 28, 2023, and May 9, 2023, the Town Council reviewed the continuing emergency when it received updates on the Redwood Road landslide resulting from January and subsequent storms; and

WHEREAS, California Government Code section 8630 requires that the Town Council review the need for continuing the local emergency at least once every 60 days until the local emergency is terminated; and

WHEREAS, the Town Council now determines that the emergency conditions created by the January 2023 storms and landslides have ended and the emergency should be terminated at this time.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

Section 1. Environmental Review

The Town Council finds that adoption of this resolution is exempt from the California Environmental Quality Act, Public Resources Code section 21000 *et seq*. ("CEQA"), because it relates to an emergency. (CEQA Guidelines §15269).

Section 2. Termination of Emergency

The Town Council further finds that the situation resulting from conditions of extreme peril to the safety of persons and property within the Town of San Anselmo caused by the January 2023 storms and landslides has ended; therefore, the Town Council does hereby proclaim the termination of this local emergency.

The foregoing Resolution was adopted at a regular meeting of the San Anselmo Town Council held on June 13, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steve Burdo, Mayor

ATTEST:

Serge Avila, Town Clerk

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.6

MEETING DATE: June 13, 2023

AGENDA TITLE: Consider Adoption of a Resolution of the Town of San Anselmo Condemning Antisemitism, Racism and Hate Speech in All Forms

FROM: David P. Donery, Town Manager

RECOMMENDATION

That the Town Council consider the adoption of a resolution condemning antisemitism, racism and hate speech in all forms.

BACKGROUND

Over the past two months, San Anselmo has experienced two antisemitic acts. The first involved the placement of antisemitic literature in people's private driveways in San Anselmo and the second was the painting of a swastika on the grounds of a local elementary school. The Central Marin Police Authority continues to investigate both incidents.

DISCUSSION/ANALYSIS

Councilmember Colbert requested that the Mayor introduce the attached resolution for consideration of adoption by the Town Council. Mayor Burdo recommended the addition of the words "racism and hate speech" to the resolution's title, which as amended, reads:

"Consider Adoption of a Resolution of the Town of San Anselmo Condemning Antisemitism, *Racism and Hate Speech* in All Forms"

If adopted, staff will enter the resolution into the public record and post the resolution on the Town's website and in the Town's weekly newsletter.

FISCAL IMPACT

Adopting this resolution has no fiscal impact on the Town.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The Council's discussion of this item is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

ATTACHMENTS

Attachment 1-Draft Resolution

Resolution No. XXXX
A Resolution of the Town of San Anselmo Condemning Antisemitism, Racism and Hate Speech in All Forms

WHEREAS, antisemitism, racism and hate speech remain a serious and growing threat to Jews and others in the United States and around the world; and

WHEREAS, over the past year residents of San Anselmo have experienced acts of hate including antisemitic literature being distributed and a swastika being painted at a local school; and

WHEREAS, nearly one in three Bay Area Jews said they experienced or directly witnessed antisemitism in the last three years according to a 2022 survey by JCRC Bay Area; and

WHEREAS, according to an Anti-Defamation League (ADL) report, 3,697 antisemitic incidents were reported nationwide in 2021 - the highest year on record since the ADL began tracking in 1979; and

WHEREAS, according to the Federal Bureau of Investigation, more than half of religious biased hate crimes in 2021 targeted Jewish Americans who make up no more than 2 percent of the U.S. population; and

WHEREAS, the California Department of Justice reported that anti-Jewish hate crimes increased 32 percent in 2021; and

WHEREAS, antisemitic views do not represent the views of [*JURISDICTION*] residents but a small, fringe part of the population that targets Jewish communities and other historically marginalized groups; and

WHEREAS, history has shown (with the killing of six million Jewish people in Europe during the Holocaust) antisemitism is a danger to the entire community, our country and our world. An attack on any part of our community based on race, religion, gender identity or ability is an attack that weakens our social fabric; and

WHEREAS, standing up to antisemitism and all forms of hate and discrimination makes us stronger together as a community. We stand with our Jewish neighbors.

WHEREAS, the Town of San Anselmo stands firmly behind the preservation and protection of basic human rights, dignity, health, and well-being of all people; and

WHEREAS, the Town of San Anselmo encourages community members and organizations to foster a sense of welcoming, belonging, and inclusion; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of San Anselmo hereby condemns antisemitism, racism and all forms of hate speech and stands with the Jewish community.

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the San Anselmo Town Council on the 13th day of June, 2023, by the following vote:

AYES: Councilmember:
NOES: Councilmember:
ABSENT: Councilmember:
ABSTAIN: Councilmember:

_____
STEVE BURDO, MAYOR

ATTEST: _____
SERGE AVILA, TOWN CLERK

From: Navruz Avloni
To: Town Council
Cc: Linda Kenton
Subject: Public Comment in Support of Calendar Item 1.6 on 6/13 Agenda
Date: Monday, June 12, 2023 9:00:45 PM

CAUTION: External Sender

Dear Town of San Anselmo,

I am writing to express my support for the adoption of the Resolution of the Town of San Anselmo Condemning Antisemitism, Racism and Hate Speech in All Forms. Repeated acts of hate – including numerous attacks on Jewish Americans – have plagued our town. Antisemitism and other acts of hate are rising in our town. We must condemn such acts and bring our community together to combat hate in all its forms. This resolution is the first step in making it known loud and clear that such action will not be tolerated in our town. And I look forward to seeing the town and *the county* take the next step to ensure individuals engaging in such heinous acts are held accountable.

Thank you,

Navruz Avloni

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.7

MEETING DATE: June 13, 2023

AGENDA TITLE: Report of Warrants Issued, May 2023

FROM: Jeff Zuba, Finance & Admin Services Director

RECOMMENDATION: That Council acknowledges, and files warrant numbers 95866 to 96063 issued during the month of May 2023 and bank draft numbers DFT04399 and DFT04406, DFT04424-DFT04425 in a total amount of $1,311,468.08.

BACKGROUND

This report is an itemization of payments made to vendors during the month just ended. It also includes wires to Bank of America for May 2023 payrolls, including payments for retirement and health benefits. The Bank of America account is used for payroll-related items.

The following warrants were voided or canceled: 95874-95876, 95945, and 96016-96018.

ATTACHMENTS

Attachment #1: Check Report - May 2023

Check Report

Town of San Anselmo

By Check Number

Date Range: 05/01/2023 - 05/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-AP - OPERATING POOL						
02411	23 ELEPHANTS THEATRE COMPANY	05/04/2023	Regular	0.00	5,823.00	95866
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0009705	Invoice	05/05/2023	05.02.2023 - THEATRE PROGRAM - PAYME	0.00	5,823.00	
	21.62.61175	KIDS CULTURE SERVICES	05.02.2023 - THEATRE PROGRA	5,823.00		
00048	Alhambra & Sierra Springs	05/04/2023	Regular	0.00	77.94	95867
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
12161581041223	Invoice	05/05/2023	04.12.2023 - BOTLED WATER - CORPYARD	0.00	77.94	
	01.41.62200	DEPARTMENTAL SUPPLIE	04.12.2023 - BOTLED WATER - C	77.94		
00003	All Autos Inc.	05/04/2023	Regular	0.00	122.20	95868
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
57020	Invoice	05/05/2023	03.24.2023 - SMOG INSPECTION - CORPY	0.00	61.10	
	01.42.62988	VEHICLE-FUEL/OIL/TIRES	03.24.2023 - SMOG INSPECTION	61.10		
57218	Invoice	05/05/2023	04.25.2023 - SMOG INSPECTION - CORPY	0.00	61.10	
	01.42.62988	VEHICLE-FUEL/OIL/TIRES	04.25.2023 - SMOG INSPECTION	61.10		
00050	All Star Rents	05/04/2023	Regular	0.00	212.39	95869
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1164662-3	Invoice	05/05/2023	04.12.2023 - AERATOR LAWN - QTY 1 - RO	0.00	212.39	
	01.81.61156	EQUIPMENT RENTAL	04.12.2023 - AERATOR LAWN -	212.39		
03354	Arlette Castellanos	05/04/2023	Regular	0.00	300.00	95870
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
3	Invoice	05/05/2023	04.26.2023 - SPANISH STORYTIME - LIBRA	0.00	300.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.26.2023 - SPANISH STORYTI	300.00		
00001	AT&T Calnet	05/04/2023	Regular	0.00	484.86	95871
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
000019829043	Invoice	05/05/2023	634 - TRAFFIC LIGHT MODEM - 03.20.202	0.00	417.79	
	41.41.61701	UTILITIES	634 - TRAFFIC LIGHT MODEM -	417.79		
000019846357	Invoice	05/05/2023	583 - DPW FAX - 03.25.2023 - 04.24.2023	0.00	21.93	
	41.41.61701	UTILITIES	583 - DPW FAX - 03.25.2023 - 04	21.93		
000019852338	Invoice	05/05/2023	576 - TH CHAMBERS PHONE - 03.27.2023	0.00	45.14	
	41.41.61701	UTILITIES	576 - TH CHAMBERS PHONE - 0	45.14		
03428	B & B Home Services, Inc.	05/04/2023	Regular	0.00	1,640.00	95872
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
12211	Invoice	05/05/2023	04.13.2023 - GUTTER CLEANING & WIND	0.00	1,640.00	
	01.41.61506	BLDG. MAINT-OTHER	04.13.2023 - GUTTER CLEANIN	1,640.00		
00388	Baker & Taylor	05/04/2023	Regular	0.00	3,766.80	95873

Check Report **Date Range: 05/01/2023 - 05/31/2023**

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
5018247674	Invoice	05/05/2023	04.11.2023 - CHILDRENS BOOKS - LIBRAR		0.00	59.16	
	27.71.62302	CHILDRENS BOOKS	04.11.2023 - CHILDRENS BOOKS			59.16	
5018247958	Invoice	05/05/2023	04.14.2023 - CHILDRENS BOOKS - LIBRAR		0.00	288.78	
	27.71.62302	CHILDRENS BOOKS	04.14.2023 - CHILDRENS BOOKS			288.78	
5018248271	Invoice	05/05/2023	04.13.2023 - ADULT BOOKS - LIBRARY		0.00	39.43	
	27.71.62301	ADULT BOOKS	04.13.2023 - ADULT BOOKS - LIB			39.43	
5018248272	Invoice	05/05/2023	04.13.2023 - ADULT BOOKS - LIBRARY		0.00	20.38	
	27.71.62301	ADULT BOOKS	04.13.2023 - ADULT BOOKS - LIB			20.38	
5018248273	Invoice	05/05/2023	04.13.2023 - ADULT BOOKS - LIBRARY - AP		0.00	23.57	
	27.71.62301	ADULT BOOKS	04.13.2023 - ADULT BOOKS - LIB			23.57	
5018248274	Invoice	05/05/2023	04.13.2023 - ADULT BOOKS - LIBRARY		0.00	19.69	
	27.71.62301	ADULT BOOKS	04.13.2023 - ADULT BOOKS - LIB			19.69	
5018248275	Invoice	05/05/2023	04.13.2023 - ADULT BOOKS - LIBRARY		0.00	15.17	
	27.71.62301	ADULT BOOKS	04.13.2023 - ADULT BOOKS - LIB			15.17	
5018248276	Invoice	05/05/2023	04.13.2023 - ADULT BOOKS - LIBRARY		0.00	40.77	
	27.71.62301	ADULT BOOKS	04.13.2023 - ADULT BOOKS - LIB			40.77	
5018248277	Invoice	05/05/2023	04.13.2023 - ADULT BOOKS - LIBRARAY		0.00	17.31	
	27.71.62301	ADULT BOOKS	04.13.2023 - ADULT BOOKS - LIB			17.31	
5018248278	Invoice	05/05/2023	04.13.2023 - ADULT BOOKS - LIBRARY		0.00	17.61	
	27.71.62301	ADULT BOOKS	04.13.2023 - ADULT BOOKS - LIB			17.61	
5018248279	Invoice	05/05/2023	04.13.2023 - ADULT BOOKS - LIBRARY		0.00	105.14	
	27.71.62301	ADULT BOOKS	04.13.2023 - ADULT BOOKS - LIB			105.14	
5018248859	Invoice	05/05/2023	04.14.2023 - CHILDRENS BOOKS - LIBRAR		0.00	16.82	
	27.71.62302	CHILDRENS BOOKS	04.14.2023 - CHILDRENS BOOKS			16.82	
5018248860	Invoice	05/05/2023	04.14.2023 - CHILDRENS BOOKS - LIBRAR		0.00	621.01	
	27.71.62302	CHILDRENS BOOKS	04.14.2023 - CHILDRENS BOOKS			621.01	
5018254897	Invoice	05/05/2023	04.17.2023 - ADULT BOOKS - LIBRARY - AP		0.00	21.68	
	27.71.62301	ADULT BOOKS	04.17.2023 - ADULT BOOKS - LIB			21.68	
5018254898	Invoice	05/05/2023	04.17.2023 - ADULT BOOKS - LIBRARY - AP		0.00	20.38	
	27.71.62301	ADULT BOOKS	04.17.2023 - ADULT BOOKS - LIB			20.38	
5018254899	Invoice	05/05/2023	04.17.2023 - ADULT BOOKS - LIBRARY - AP		0.00	42.71	
	27.71.62301	ADULT BOOKS	04.17.2023 - ADULT BOOKS - LIB			42.71	
5018254900	Invoice	05/05/2023	04.17.2023 - ADULT BOOKS - LIBRARY - AP		0.00	285.25	
	27.71.62301	ADULT BOOKS	04.17.2023 - ADULT BOOKS - LIB			285.25	
5018254901	Invoice	05/05/2023	04.17.2023 - ADULT BOOKS - LIBRARY - AP		0.00	20.93	
	27.71.62301	ADULT BOOKS	04.17.2023 - ADULT BOOKS - LIB			20.93	
5018254902	Invoice	05/05/2023	04.17.2023 - ADULT BOOKS - LIBRARY - AP		0.00	80.80	
	27.71.62301	ADULT BOOKS	04.17.2023 - ADULT BOOKS - LIB			80.80	
5018254903	Invoice	05/05/2023	04.17.2023 - ADULT BOOKS - LIBRARY - AP		0.00	20.38	
	27.71.62301	ADULT BOOKS	04.17.2023 - ADULT BOOKS - LIB			20.38	
5018254904	Invoice	05/05/2023	04.17.2023 - ADULT BOOKS - LIBRARY - AP		0.00	19.60	
	27.71.62301	ADULT BOOKS	04.17.2023 - ADULT BOOKS - LIB			19.60	
5018257243	Invoice	05/05/2023	04.18.2023 - ADULT BOOKS - LIBRARY - AP		0.00	19.72	
	27.71.62301	ADULT BOOKS	04.18.2023 - ADULT BOOKS - LIB			19.72	
5018257244	Invoice	05/05/2023	04.18.2023 - ADULT BOOKS - LIBRARY - AP		0.00	20.38	
	27.71.62301	ADULT BOOKS	04.18.2023 - ADULT BOOKS - LIB			20.38	
5018257245	Invoice	05/05/2023	04.18.2023 - ADULT BOOKS - LIBRARY - AP		0.00	21.59	
	27.71.62301	ADULT BOOKS	04.18.2023 - ADULT BOOKS - LIB			21.59	
5018257246	Invoice	05/05/2023	04.18.2023 - ADULT BOOKS - LIBRARY - AP		0.00	53.49	
	27.71.62301	ADULT BOOKS	04.18.2023 - ADULT BOOKS - LIB			53.49	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5018257247	Invoice	05/05/2023	04.18.2023 - ADULT BOOKS - LIBRARY - AP	0.00	20.73	
	27.71.62301	ADULT BOOKS	04.18.2023 - ADULT BOOKS - LIB		20.73	
5018257279	Invoice	05/05/2023	04.20.2023 - CHILDRENS BOOKS - LIBRAR	0.00	15.17	
	27.71.62302	CHILDRENS BOOKS	04.20.2023 - CHILDRENS BOOKS		15.17	
5018257280	Invoice	05/05/2023	04.20.2023 - CHILDRENS BOOKS - LIBRAR	0.00	474.33	
	27.71.62302	CHILDRENS BOOKS	04.20.2023 - CHILDRENS BOOKS		474.33	
5018265956	Invoice	05/05/2023	04.26.2023 - CHILDRENS BOOKS - LIBRAR	0.00	6.09	
	27.71.62302	CHILDRENS BOOKS	04.26.2023 - CHILDRENS BOOKS		6.09	
5018265957	Invoice	05/05/2023	04.26.2023 - CHILDRENS BOOKS - LIBRAR	0.00	447.80	
	27.71.62302	CHILDRENS BOOKS	04.26.2023 - CHILDRENS BOOKS		447.80	
5018265958	Invoice	05/05/2023	04.26.2023 - CHILDRENS BOOKS - LIBRAR	0.00	20.96	
	27.71.62302	CHILDRENS BOOKS	04.26.2023 - CHILDRENS BOOKS		20.96	
5018288984	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY	0.00	21.68	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		21.68	
5018288985	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY - AP	0.00	13.64	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		13.64	
5018288986	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY	0.00	40.74	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		40.74	
5018288987	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY	0.00	19.72	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		19.72	
5018288988	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY	0.00	42.05	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		42.05	
5018288989	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY	0.00	194.99	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		194.99	
5018288990	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY	0.00	21.57	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		21.57	
5018288991	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY	0.00	26.88	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		26.88	
5018288992	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY	0.00	20.06	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		20.06	
5018288993	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY	0.00	62.43	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		62.43	
5018288994	Invoice	05/05/2023	04.11.2023 - ADULT BOOKS - LIBRARY	0.00	20.37	
	27.71.62301	ADULT BOOKS	04.11.2023 - ADULT BOOKS - LIB		20.37	
5018308441	Invoice	05/05/2023	04.24.2023 - CHILDRENS BOOKS - LIBRAR	0.00	10.01	
	27.71.62302	CHILDRENS BOOKS	04.24.2023 - CHILDRENS BOOKS		10.01	
5018308442	Invoice	05/05/2023	04.24.2023 - CHILDRENS BOOKS - LIBRAR	0.00	45.85	
	27.71.62302	CHILDRENS BOOKS	04.24.2023 - CHILDRENS BOOKS		45.85	
H64551870	Invoice	05/05/2023	04.07.2023 - VIDEOS - LIBRARY	0.00	65.30	
	01.71.62307	VIDEOS	04.07.2023 - VIDEOS - LIBRARY		65.30	
H64651790	Invoice	05/05/2023	04.14.2023 - VIDEOS - LIBRARY - APRIL	0.00	15.06	
	01.71.62307	VIDEOS	04.14.2023 - VIDEOS - LIBRARY -		15.06	
H64660100	Invoice	05/05/2023	04.11.2023 - VIDEOS - LIBRARY	0.00	34.22	
	01.71.62307	VIDEOS	04.11.2023 - VIDEOS - LIBRARY		34.22	
H64667610	Invoice	05/05/2023	04.13.2023 - VIDEOS - LIBRARY	0.00	40.25	
	01.71.62307	VIDEOS	04.13.2023 - VIDEOS - LIBRARY		40.25	
H64678040	Invoice	05/05/2023	04.19.2023 - VIDEOS - LIBRARY	0.00	18.96	
	01.71.62307	VIDEOS	04.19.2023 - VIDEOS - LIBRARY		18.96	
H64678120	Invoice	05/05/2023	04.19.2023 - VIDEOS - LIBRARY	0.00	38.24	
	01.71.62307	VIDEOS	04.19.2023 - VIDEOS - LIBRARY		38.24	
H64751560	Invoice	05/05/2023	04.24.2023 - VIDEOS - LIBRARY - APRIL	0.00	25.00	
	01.71.62307	VIDEOS	04.24.2023 - VIDEOS - LIBRARY -		25.00	

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
H64782100	Invoice	05/05/2023	04.19.2023 - VIDEOS - LIBRARY		0.00	38.31	
	01.71.62307	VIDEOS		04.19.2023 - VIDEOS - LIBRARY	38.31		
H64855270	Invoice	05/05/2023	04.25.2023 - VIDEOS - LIBRARY - APRIL		0.00	54.64	
	01.71.62307	VIDEOS		04.25.2023 - VIDEOS - LIBRARY -	54.64		
	Void		05/04/2023	Regular	0.00	0.00	95874
	Void		05/04/2023	Regular	0.00	0.00	95875
	Void		05/04/2023	Regular	0.00	0.00	95876
00058	Bay Alarm		05/04/2023	Regular	0.00	215.00	95877
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
20520359	Invoice	05/05/2023	04.11.2023 - 550 SAN FRANCISCO BLVD -		0.00	215.00	
	01.41.61506	BLDG. MAINT-OTHER		04.11.2023 - 550 SAN FRANCISC	215.00		
00007	Bay Cities Joint Power Insurance Authority		05/04/2023	Regular	0.00	2,262.36	95878
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
BCJPIA-2023-022	Invoice	05/05/2023	04.28.2023 -WORKERS COMPENSATION -		0.00	2,262.36	
	40.21.61906	LIABILITY INSURANCE CLA		04.28.2023 -WORKERS COMPEN	671.60		
	40.21.61907	WORKERS COMPENSATIO		04.28.2023 -WORKERS COMPEN	1,590.76		
01345	BSN Sports Inc		05/04/2023	Regular	0.00	284.01	95879
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
921299342	Invoice	05/05/2023	04.10.2023 - SOFTBALLS - QTY 12 - RECRE		0.00	284.01	
	21.61.62965	SOFTBALL SUPPLIES		04.10.2023 - SOFTBALLS - QTY 1	284.01		
01631	Caine Starelli		05/04/2023	Regular	0.00	171.60	95880
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0009674	Invoice	05/05/2023	04.27.2023 - MAH JONGG - CARD SESSIO		0.00	171.60	
	21.62.61170	ADULT ART & CULTURE SE		04.27.2023 - MAH JONGG - CAR	171.60		
03135	CentralSquare Technologies		05/04/2023	Regular	0.00	5,685.37	95881
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
380274	Invoice	05/05/2023	04.24.2023 - HORIZON CLOUD - TRAKIT -		0.00	5,685.37	
	01.41.61150	OUTSIDE SERVICES-OTHE		04.24.2023 - HORIZON CLOUD -	5,685.37		
00308	CivicPlus		05/04/2023	Regular	0.00	3,000.00	95882
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
260473	Invoice	05/05/2023	04.26.2023 - VIRTUAL CONTENT CONSULT		0.00	3,000.00	
	01.12.61150	OUTSIDE SERVICES-OTHE		04.26.2023 - VIRTUAL CONTENT	3,000.00		
02315	Coastland Civil Engineering Inc.		05/04/2023	Regular	0.00	19,080.00	95883
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
56150	Invoice	05/05/2023	03.31.2023 - BUILDING INSPECTIONS - AD		0.00	19,080.00	
	01.41.61157	PLAN CHECKING		03.31.2023 - BUILDING INSPECT	19,080.00		
00072	Comcast		05/04/2023	Regular	0.00	590.21	95884
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
049-04222023	Invoice	05/05/2023	049 - TH CABLE TV - 04.27.2023 - 06.26.2		0.00	170.81	
	41.41.61701	UTILITIES		049 - TH CABLE TV - 04.27.2023	170.81		
583-04162023	Invoice	05/05/2023	583 - CORPYARD INTERNET - 04.21.2023 -		0.00	255.70	
	42.21.63003	COMPUTER HARDWARE/		583 - CORPYARD INTERNET - 04.	255.70		
758-04192023	Invoice	05/05/2023	758 - TH INTERNET - 04.24.2023 - 05.23.2		0.00	163.70	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	42.21.63003	COMPUTER HARDWARE/	758 - TH INTERNET - 04.24.2023		163.70	
00533	Davis Sign Company	05/04/2023	Regular	0.00	961.40	95885
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
36494	Invoice	05/05/2023	04.20.2023 - DOG SPECIFIC RULES - SIGNS	0.00	961.40	
	01.81.62200	DEPARTMENTAL SUPPLIE	04.20.2023 - DOG SPECIFIC RUL		961.40	
02490	Department of Motor Vehicles	05/04/2023	Regular	0.00	54.00	95886
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0009667	Invoice	05/05/2023	04.25.2023 - REGISTRATION - 2019 YAMA	0.00	54.00	
	21.65.61150	OUTSIDE SERVICES -OTHE	04.25.2023 - REGISTRATION - 20		54.00	
02732	Diesel Direct West	05/04/2023	Regular	0.00	476.17	95887
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
85101518	Invoice	05/05/2023	04.20.2023 - GASOLINE UNL - 93.3 GALLO	0.00	476.17	
	01.42.62988	VEHICLE-FUEL/OIL/TIRES	04.20.2023 - GASOLINE UNL - 9		476.17	
01970	Dog Waste Depot	05/04/2023	Regular	0.00	3,677.36	95888
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
543267	Invoice	05/05/2023	04.20.2023 - DOG WASTE ROLL BAGS - PA	0.00	3,677.36	
	01.81.62200	DEPARTMENTAL SUPPLIE	04.20.2023 - DOG WASTE ROLL		3,677.36	
00712	Donna Simonsen	05/04/2023	Regular	0.00	480.00	95889
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0009704	Invoice	05/05/2023	05.02.2023 - LEISURE WALKS IN MARIN - J	0.00	480.00	
	21.62.61170	ADULT ART & CULTURE SE	05.02.2023 - LEISURE WALKS IN		480.00	
00266	Ed Gurka	05/04/2023	Regular	0.00	527.50	95890
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
12-2023	Invoice	05/05/2023	04.27.2023 - ARBORIST SRVCS - SAUNDER	0.00	527.50	
	01.81.61105	OUTSIDE SERVICES-TREES	04.27.2023 - ARBORIST SRVCS -		527.50	
00087	Elite Tree Service	05/04/2023	Regular	0.00	18,630.00	95891
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2023-4-1	Invoice	05/05/2023	04.12.2023 - DEBRIS REMOVAL - SAUNDE	0.00	1,850.00	
	01.81.61150	OUTSIDE SERVICES-OTHE	04.12.2023 - DEBRIS REMOVAL -		1,850.00	
2023-4-2	Invoice	05/05/2023	04.13.2023 - WEED CLEARANCE - CENTER	0.00	2,900.00	
	01.81.61104	OUTSIDE SERVICES-GROU	04.13.2023 - WEED CLEARANCE		2,900.00	
2023-4-3	Invoice	05/05/2023	04.14.2023 - WEED CLEARANCE - CORPYA	0.00	2,880.00	
	01.81.61104	OUTSIDE SERVICES-GROU	04.14.2023 - WEED CLEARANCE		2,880.00	
2023-4-5	Invoice	05/05/2023	04.24.2023 - WEED CLEARING, CHIP - ME	0.00	2,900.00	
	01.81.61104	OUTSIDE SERVICES-GROU	04.24.2023 - WEED CLEARING, C		2,900.00	
2023-4-6	Invoice	05/05/2023	04.24.2023 - WEED CLEARING, CHIPPED -	0.00	2,800.00	
	01.81.61104	OUTSIDE SERVICES-GROU	04.24.2023 - WEED CLEARING, C		2,800.00	
2023-4-7	Invoice	05/05/2023	04.28.2023 - WEED CLEARING - ROBSON P	0.00	2,400.00	
	01.81.61104	OUTSIDE SERVICES-GROU	04.28.2023 - WEED CLEARING -		2,400.00	
2023-4-8	Invoice	05/05/2023	04.28.2023 - WEED CLEARING - SUNNY HI	0.00	2,900.00	
	01.81.61104	OUTSIDE SERVICES-GROU	04.28.2023 - WEED CLEARING -		2,900.00	
02777	Elizabeth Flanagan	05/04/2023	Regular	0.00	210.00	95892

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type / Discount Amount / Distribution Amount	Discount Amount / Payable Amount	Payment Amount	Number
INV0009673	Invoice	05/05/2023	04.27.2023 - PAINTING WORKSHOPS - AP		0.00	210.00	
	21.62.61170	ADULT ART & CULTURE SE	04.27.2023 - PAINTING WORKS		210.00		
03396	Emily B. Stucky		05/04/2023	Regular	0.00	400.00	95893
006	Invoice	05/05/2023	04.29.2023 - SING & STOMP - LIBRARY - A		0.00	400.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.29.2023 - SING & STOMP - LI		400.00		
00092	Ewing Irrigation Products		05/04/2023	Regular	0.00	346.45	95894
19118364	Invoice	05/05/2023	04.17.2023 - IRRIGATION SUPPLIES - CORP		0.00	346.45	
	01.81.62200	DEPARTMENTAL SUPPLIE	04.17.2023 - IRRIGATION SUPPLI		346.45		
00017	Fairfax Building Supply Co. Inc.		05/04/2023	Regular	0.00	662.17	95895
262807	Invoice	05/05/2023	04.13.2023 - MISC HARDWARE - CORPYAR		0.00	33.22	
	01.42.62200	DEPARTMENTAL SUPPLIE	04.13.2023 - MISC HARDWARE -		33.22		
262832	Invoice	05/05/2023	04.14.2023 - MANURE - 1CF - CORPYARD		0.00	32.34	
	01.81.62200	DEPARTMENTAL SUPPLIE	04.14.2023 - MANURE - 1CF - C		32.34		
263046	Invoice	05/05/2023	04.18.2023 - PAINTING SUPPLIES - PARKS		0.00	85.47	
	01.81.62205	GRAFFITI ABATEMENT SU	04.18.2023 - PAINTING SUPPLIE		85.47		
263047	Invoice	05/05/2023	04.18.2023 - MISC HARDWARE - TH - PAR		0.00	175.47	
	01.81.62200	DEPARTMENTAL SUPPLIE	04.18.2023 - MISC HARDWARE -		175.47		
263178	Invoice	05/05/2023	04.20.2023 - MISC HARDWARE - BROOKSI		0.00	46.02	
	01.81.62200	DEPARTMENTAL SUPPLIE	04.20.2023 - MISC HARDWARE -		46.02		
263212	Invoice	05/05/2023	04.20.2023 - CLAMPS/HARDWARE - PARK		0.00	77.43	
	01.81.62200	DEPARTMENTAL SUPPLIE	04.20.2023 - CLAMPS/HARDWA		77.43		
263450	Invoice	05/05/2023	04.25.2023 - SHARKBITE CAP - ROBSON		0.00	26.45	
	34.41.61506	BLDG. MAINT-OTHER	04.25.2023 - SHARKBITE CAP - R		26.45		
263455	Invoice	05/05/2023	04.25.2023 - MISC HARDWARE - ROBSON		0.00	29.43	
	34.41.61506	BLDG. MAINT-OTHER	04.25.2023 - MISC HARDWARE -		29.43		
263462	Invoice	05/05/2023	04.25.2023 - MISC HARDWARE - ROBSON		0.00	7.04	
	34.41.61506	BLDG. MAINT-OTHER	04.25.2023 - MISC HARDWARE -		7.04		
263569	Invoice	05/05/2023	04.26.2023 - SPRAY PAINT - CORPYARD		0.00	127.18	
	01.42.62909	SUPPLIES-TRAFFIC CONTR	04.26.2023 - SPRAY PAINT - COR		127.18		
263634	Invoice	05/05/2023	04.28.2023 - TRAPS - PEST CONTROL - RO		0.00	22.12	
	34.41.61506	BLDG. MAINT-OTHER	04.28.2023 - TRAPS - PEST CON		22.12		
02803	FISHMAN SUPPLY COMPANY		05/04/2023	Regular	0.00	807.76	95896
1394560	Invoice	05/05/2023	05.01.2023 - MISC RESPERATOR SUPPLIES		0.00	807.76	
	01.81.62200	DEPARTMENTAL SUPPLIE	05.01.2023 - MISC RESPERATOR		807.76		
02278	Gardeners' Guild		05/04/2023	Regular	0.00	6,639.00	95897
112362	Invoice	05/05/2023	04.24.2023 - RAISED BEDS - INSTALL - LIBR		0.00	1,247.00	
	01.81.61104	OUTSIDE SERVICES-GROU	04.24.2023 - RAISED BEDS - INST		1,247.00		
112538	Invoice	05/05/2023	05.01.2023 - SFD BLVD - MEDIANS (2) - M		0.00	1,047.00	
	01.81.61104	OUTSIDE SERVICES-GROU	05.01.2023 - SFD BLVD - MEDIA		1,047.00		
112585	Invoice	05/05/2023	05.01.2023 - RED HILL MEDIAN - MAY		0.00	2,074.00	

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Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	01.81.61104		OUTSIDE SERVICES-GROU	05.01.2023 - RED HILL MEDIAN -		2,074.00	
112586	Invoice	05/05/2023	05.01.2023 - IMAGINATION PRK, TOWN H		0.00	1,971.00	
	01.81.61104		OUTSIDE SERVICES-GROU	05.01.2023 - IMAGINATION PRK,		1,971.00	
112657	Invoice	05/05/2023	04.28.2023 - WEATHERMATIC CONTROLLE		0.00	300.00	
	01.81.61104		OUTSIDE SERVICES-GROU	04.28.2023 - WEATHERMATIC C		300.00	
00021	Good & Clean Company Inc		05/04/2023	Regular	0.00	11,905.00	95898
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
67028	Invoice	05/05/2023	05.01.2023 - JANITORIAL SRVC - RB, ICC, T		0.00	8,140.00	
	31.41.61501		BLDG. MAINT-JANITORIAL	05.01.2023 - JANITORIAL SRVC -		2,360.60	
	34.41.61501		BLDG. MAINT-JANITORIAL	05.01.2023 - JANITORIAL SRVC -		1,790.80	
	41.41.61701		UTILITIES	05.01.2023 - JANITORIAL SRVC -		3,988.60	
67029	Invoice	05/05/2023	5.01.2023 - JANITORIAL SRVC - COVID CLE		0.00	3,765.00	
	31.41.61501		BLDG. MAINT-JANITORIAL	5.01.2023 - JANITORIAL SRVC - C		1,091.85	
	34.41.61501		BLDG. MAINT-JANITORIAL	5.01.2023 - JANITORIAL SRVC - C		828.30	
	41.41.61701		UTILITIES	5.01.2023 - JANITORIAL SRVC - C		1,844.85	
00104	Grier Argall Plumbing Inc		05/04/2023	Regular	0.00	525.00	95899
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
16162	Invoice	05/05/2023	04.17.2023 - TESTING - FLOOD PUMPS - Q		0.00	525.00	
	01.41.61410		MAINTENANCE OTHER E	04.17.2023 - TESTING - FLOOD P		525.00	
00020	Hannibal's Inc Electrical Construction		05/04/2023	Regular	0.00	1,107.14	95900
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
24958	Invoice	05/05/2023	03.20.2023 - POST LIGHT CHECK - SAFE O		0.00	236.25	
	01.42.61708		UTILITIES-STREET LIGHTS	03.20.2023 - POST LIGHT CHECK		236.25	
24979	Invoice	05/05/2023	04.24.2023 - POWER OUTLETS - LOCK - TO		0.00	236.25	
	01.41.61506		BLDG. MAINT-OTHER	04.24.2023 - POWER OUTLETS -		236.25	
24980	Invoice	05/05/2023	04.24.2023 - PATHWAY LIGHTS - REPAIR -		0.00	634.64	
	34.41.61506		BLDG. MAINT-OTHER	04.24.2023 - PATHWAY LIGHTS -		634.64	
02399	HdL Coren & Cone		05/04/2023	Regular	0.00	2,162.00	95901
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
SIN027463	Invoice	05/05/2023	04.24.2023 - CONTRACT SRVCS - PROPERT		0.00	2,162.00	
	01.12.61150		OUTSIDE SERVICES-OTHE	04.24.2023 - CONTRACT SRVCS -		2,162.00	
02586	HdL Software LLC		05/04/2023	Regular	0.00	689.58	95902
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
SIN027627	Invoice	05/05/2023	03.31.2023 - NEW ACCOUNTS PROCESSED		0.00	689.58	
	01.12.61150		OUTSIDE SERVICES-OTHE	03.31.2023 - NEW ACCOUNTS P		689.58	
02236	HooplaDigital		05/04/2023	Regular	0.00	697.34	95903
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
503721708	Invoice	05/05/2023	04.30.2023 - DIGITAL AUDIO BOOKS - LIBR		0.00	697.34	
	27.71.62309		E BOOKS	04.30.2023 - DIGITAL AUDIO BO		697.34	
02444	Ingrid Pellegrini Imaz		05/04/2023	Regular	0.00	150.00	95904
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
0052	Invoice	05/05/2023	04.19.2023 - SPANISH STORYTIME - 04.19.		0.00	150.00	
	01.71.61132		OUTSIDE SVCS-PROGRAM	04.19.2023 - SPANISH STORYTI		150.00	
00479	Irish & Son Welding Inc		05/04/2023	Regular	0.00	4,200.00	95905

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
1574	Invoice	05/05/2023	03.28.2023 - IRON FENCE - DESIGN & FAB		0.00	4,200.00	
	01.42.61150		OUTSIDE SERVICES-OTHE	03.28.2023 - IRON FENCE - DESI		4,200.00	
00022	Jackson's Hardware Inc.		05/04/2023	Regular	0.00	517.74	95906
126745	Invoice	05/05/2023	03.29.2023 - HEATER RADIANT - QTY 4 - C		0.00	393.26	
	01.42.62906		SUPPLIES-OTHER	03.29.2023 - HEATER RADIANT -		393.26	
128162	Invoice	05/05/2023	04.18.2023 - MISC HARDWARE - CORPYAR		0.00	124.48	
	01.42.62908		SUPPLIES-STREET MAINT	04.18.2023 - MISC HARDWARE -		124.48	
03281	Jaime E. Valle		05/04/2023	Regular	0.00	5,720.00	95907
SA-042823	Invoice	05/05/2023	04.29.2023 - PLAN CHECKING & INSPECTI		0.00	5,720.00	
	01.41.61157		PLAN CHECKING	04.29.2023 - PLAN CHECKING &		5,720.00	
02749	Jennifer Waskey		05/04/2023	Regular	0.00	13.99	95908
INV0009728	Invoice	05/05/2023	05.02.2023 - REIMBURSEMENT - BOOKW		0.00	13.99	
	01.71.61132		OUTSIDE SVCS-PROGRAM	05.02.2023 - REIMBURSEMENT -		13.99	
03322	Juan Ladaverde		05/04/2023	Regular	0.00	7,192.90	95909
1101	Invoice	05/05/2023	04.14.2023 - PAINTING SRVCS - WALL COV		0.00	7,192.90	
	21.65.61101		OUTSIDE SERVICES-PROF	04.14.2023 - PAINTING SRVCS -		7,192.90	
00113	Juan Olsen Sanchez		05/04/2023	Regular	0.00	7,200.00	95910
INV0009666	Invoice	05/05/2023	04.25.2023 - GYMNASTICS - PAYMENT 4 -		0.00	7,200.00	
	21.61.61167		TUMBLING SERVICES	04.25.2023 - GYMNASTICS - PAY		7,200.00	
03412	Juliana M.Kohl		05/04/2023	Regular	0.00	945.00	95911
INV0009670	Invoice	05/05/2023	04.26.2023 - PRIVATE MUSIC LESSONS - A		0.00	945.00	
	21.62.61175		KIDS CULTURE SERVICES	04.26.2023 - PRIVATE MUSIC LE		945.00	
02558	Kanopy		05/04/2023	Regular	0.00	513.00	95912
349072-PPU	Invoice	05/05/2023	04.30.2023 - VIDEOS - LIBRARY - APRIL		0.00	513.00	
	27.71.62307		VIDEOS	04.30.2023 - VIDEOS - LIBRARY -		513.00	
02579	LTS of Marin		05/04/2023	Regular	0.00	4,299.32	95913
1572	Invoice	05/05/2023	04.27.2023 - JOHN DEERE TRACTOR - SER		0.00	4,299.32	
	01.41.61602		VEHICLE MAINTENANCE/	04.27.2023 - JOHN DEERE TRAC		4,299.32	
03432	Lucas Holdings, LLC		05/04/2023	Regular	0.00	840.18	95914

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Account Name	Payment Amount / Payable Amount / Item Description	Number / Distribution Amount
68583	Invoice	05/05/2023	04.14.2023 - YODA ARTWORK - LIBRARY -		0.00	840.18	
	01.71.62000		OFFICE SUPPLIES	04.14.2023 - YODA ARTWORK -		840.18	
00377	Luis Quezada		05/04/2023	Regular	0.00	17,792.95	95915
INV0009675	Invoice	05/05/2023	04.25.2023 - SOCCER ACADEMY - SPRING		0.00	17,792.95	
	21.61.61161		BASKETBALL EXPENSES	04.25.2023 - SOCCER ACADEMY		17,792.95	
00739	Marin Girls Softball		05/04/2023	Regular	0.00	1,300.00	95916
INV0009668	Invoice	05/05/2023	04.19.2023 - ALL STAR TOURNAMENT - 20		0.00	1,300.00	
	21.61.61165		SOFTBALL SERVICES	04.19.2023 - ALL STAR TOURNA		1,300.00	
00029	Marin IT		05/04/2023	Regular	0.00	17,065.67	95917
2023-120181	Invoice	05/05/2023	04.14.2023 - AGREEMENT - HOSTED BACK		0.00	2,000.00	
	42.21.63003		COMPUTER HARDWARE/	04.14.2023 - AGREEMENT - HOS		2,000.00	
2023-120182	Invoice	05/05/2023	01.14.2023 - AGREEMENT HOSTED BACK		0.00	1,000.00	
	42.21.63003		COMPUTER HARDWARE/	01.14.2023 - AGREEMENT HOST		1,000.00	
2023-120259	Invoice	05/05/2023	04.24.2023 - AGREEMENT MANAGED OFF		0.00	1,201.50	
	42.21.63003		COMPUTER HARDWARE/	04.24.2023 - AGREEMENT MAN		1,201.50	
2023-120260	Invoice	05/05/2023	04.24.2023 - AGREEMENT ONSITE SUPPO		0.00	5,720.00	
	42.21.63003		COMPUTER HARDWARE/	04.24.2023 - AGREEMENT ONSI		5,720.00	
2023-120261	Invoice	05/05/2023	04.24.2023 - AGREEMENT AUTOMATE RE		0.00	2,117.50	
	42.21.63003		COMPUTER HARDWARE/	04.24.2023 - AGREEMENT AUTO		2,117.50	
2023-120262	Invoice	05/05/2023	04.24.2023 - AGREEMENT IT MANAGEME		0.00	5,026.67	
	42.21.63003		COMPUTER HARDWARE/	04.24.2023 - AGREEMENT IT M		5,026.67	
01036	Matrix HG Inc		05/04/2023	Regular	0.00	3,981.42	95918
167349	Invoice	05/05/2023	04.13.2023 - INSPECTION - PACKAGE UNIT		0.00	444.00	
	31.41.61506		BLDG. MAINT-OTHER	04.13.2023 - INSPECTION - PACK		444.00	
167357	Invoice	05/05/2023	04.13.2023 - PREVENTATIVE MAINTENAN		0.00	206.00	
	01.41.61506		BLDG. MAINT-OTHER	04.13.2023 - PREVENTATIVE MA		206.00	
167631	Invoice	05/05/2023	04.24.2023 - HEATING - SERVICE & REPAIR		0.00	2,664.42	
	31.41.61506		BLDG. MAINT-OTHER	04.24.2023 - HEATING - SERVICE		2,664.42	
167734	Invoice	05/05/2023	04.28.2023 - QUARTERLY PREVENTATIVE		0.00	667.00	
	01.41.61505		BLDG. MAINT-HEAT/AIR	04.28.2023 - QUARTERLY PREVE		667.00	
00515	Mill Valley Refuse Service Inc		05/04/2023	Regular	0.00	3,801.29	95919
0003497501	Invoice	05/05/2023	05.01.2023 - PORTA POTTY - STANDING SI		0.00	3,801.29	
	01.81.61150		OUTSIDE SERVICES-OTHE	05.01.2023 - PORTA POTTY - STA		3,801.29	
00032	MSM Inc		05/04/2023	Regular	0.00	3,431.99	95920
188135	Invoice	05/05/2023	04.24.2023 - JANITORIAL SUPPLIES - LIBR		0.00	359.82	
	01.71.61501		BLDG. MAINT-JANITORIAL	04.24.2023 - JANITORIAL SUPPLI		359.82	
188136	Invoice	05/05/2023	04.24.2023 - JANITORIAL SUPPLIES - ICC		0.00	764.89	

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	31.41.62200		DEPARTMENTAL SUPPLIE	04.24.2023 - JANITORIAL SUPPLI		764.89	
188137	Invoice	05/05/2023	04.24.2023 - JANITORIAL SUPPLIES - TOW		0.00	561.49	
	01.12.61501		BLDG. MAINT-JANITORIAL	04.24.2023 - JANITORIAL SUPPLI		187.14	
	01.18.61501		BLDG. MAINT-JANITORIAL	04.24.2023 - JANITORIAL SUPPLI		187.14	
	01.41.61501		BLDG. MAINT-JANITORIAL	04.24.2023 - JANITORIAL SUPPLI		187.21	
188138	Invoice	05/05/2023	04.24.2023 - JANITORIAL SUPPLIES - RECR		0.00	473.86	
	31.41.62200		DEPARTMENTAL SUPPLIE	04.24.2023 - JANITORIAL SUPPLI		473.86	
188139	Invoice	05/05/2023	04.24.2023 - JANITORIAL SUPPLIES - ROBS		0.00	374.45	
	34.41.61501		BLDG. MAINT-JANITORIAL	04.24.2023 - JANITORIAL SUPPLI		374.45	
188140	Invoice	05/05/2023	04.24.2023 - JANITORIAL SUPPLIES - PARK		0.00	897.48	
	01.81.61501		BLDG. MAINT-JANITORIAL	04.24.2023 - JANITORIAL SUPPLI		897.48	
01388	NCSI		05/04/2023	Regular	0.00	1,054.50	95921
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
30160	Invoice	05/05/2023	02.01.2023 - NCSI - FEB THRU APRIL - 202		0.00	1,054.50	
	21.65.61137		FINGERPRINTING	02.01.2023 - NCSI - FEB THRU A		388.50	
	21.65.61137		FINGERPRINTING	02.01.2023 - NCSI - FEB THRU A		18.50	
	21.65.61137		FINGERPRINTING	02.01.2023 - NCSI - FEB THRU A		647.50	
00118	North Bay Lighting & Electrical Supply		05/04/2023	Regular	0.00	78.66	95922
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
72675	Invoice	05/05/2023	04.26.2023 - 400W METAL HALIDE - UNIV		0.00	78.66	
	01.81.62200		DEPARTMENTAL SUPPLIE	04.26.2023 - 400W METAL HALI		78.66	
00160	OCLC		05/04/2023	Regular	0.00	23.96	95923
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
1000302779	Invoice	05/05/2023	05.01.2023 - CATALOGING & METADATA -		0.00	23.96	
	01.71.61150		OUTSIDE SERVICES-OTHE	05.01.2023 - CATALOGING & ME		23.96	
03211	ODP Business Solutions LLC		05/04/2023	Regular	0.00	189.77	95924
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
306115131001	Invoice	05/05/2023	04.17.2023 - OFFICE SUPPLIES - ADMIN		0.00	53.36	
	01.12.62000		OFFICE SUPPLIES	04.17.2023 - OFFICE SUPPLIES -		53.36	
306197527001	Invoice	05/05/2023	04.15.2023 - PENCIL SHARPENER - LAVINI		0.00	5.45	
	01.41.62000		OFFICE SUPPLIES	04.15.2023 - PENCIL SHARPENE		5.45	
310958557001	Invoice	05/05/2023	04.25.2023 - OFFICE SUPPLIES - ADMIN -		0.00	130.96	
	01.12.62000		OFFICE SUPPLIES	04.25.2023 - OFFICE SUPPLIES -		130.96	
00165	Pacific Telemanagement Services - PTS		05/04/2023	Regular	0.00	53.00	95925
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
2104598	Invoice	05/05/2023	04.13.2023 - TH PAYPHONE - MAY 2023		0.00	53.00	
	01.21.61150		OUTSIDE SERVICES-OTHE	04.13.2023 - TH PAYPHONE - M		53.00	
03433	Plan It Software LLC		05/04/2023	Regular	0.00	1,600.00	95926
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
23Plan-It-1044	Invoice	05/05/2023	04.20.2023 - CAPITAL PLANNING SOFTWA		0.00	1,600.00	
	01.12.61150		OUTSIDE SERVICES-OTHE	04.20.2023 - CAPITAL PLANNIN		1,600.00	
02839	Quadient Finance USA, Inc		05/04/2023	Regular	0.00	1,000.00	95927

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
274-04202023	Invoice	05/05/2023	04.20.2023 - TH POSTAGE - METER FEES -		0.00	1,000.00	
	01.12.62003	POSTAGE		04.20.2023 - TH POSTAGE - MET	200.00		
	01.18.62003	POSTAGE		04.20.2023 - TH POSTAGE - MET	200.00		
	01.41.62003	POSTAGE		04.20.2023 - TH POSTAGE - MET	200.00		
	01.71.62003	POSTAGE		04.20.2023 - TH POSTAGE - MET	200.00		
	01.82.62003	POSTAGE		04.20.2023 - TH POSTAGE - MET	200.00		
03321	Ready Refresh		05/04/2023	Regular	0.00	224.98	95928
03D5900300788	Invoice	05/05/2023	05.02.2023 - BOTTLED WATER SRVC - TO		0.00	224.98	
	01.12.62200	DEPARTMENTAL SUPPLIE		05.02.2023 - BOTTLED WATER S	56.25		
	01.41.62200	DEPARTMENTAL SUPPLIE		05.02.2023 - BOTTLED WATER S	56.25		
	01.71.62200	DEPARTMENTAL SUPPLIE		05.02.2023 - BOTTLED WATER S	56.25		
	01.81.62200	DEPARTMENTAL SUPPLIE		05.02.2023 - BOTTLED WATER S	56.23		
03373	Robert Matthew Brown		05/04/2023	Regular	0.00	7,358.75	95929
006	Invoice	05/05/2023	04.30.2023 - OPTICOS MEETING - STAFF R		0.00	7,358.75	
	01.18.61150	OUTSIDE SERVICES-OTHE		04.30.2023 - OPTICOS MEETING	7,358.75		
00181	Ross Valley Fire Department		05/04/2023	Regular	0.00	10,356.48	95930
220331SAQ3	Invoice	05/05/2023	05.02.2023 - EMERGENCY PREPAREDNESS		0.00	10,356.48	
	35.41.61150	OUTSIDE SERVICES-OTHE		05.02.2023 - EMERGENCY PREP	10,356.48		
00184	Safeway Inc		05/04/2023	Regular	0.00	10.75	95931
INV0009706	Invoice	05/05/2023	04.28.2023 - PARKSIDE SUPPLIES - APRIL		0.00	10.75	
	21.63.62979	PARKSIDE SUPPLIES		04.28.2023 - PARKSIDE SUPPLIE	10.75		
02936	SMITH'S PEST MANAGEMENT		05/04/2023	Regular	0.00	600.00	95932
84019B	Invoice	05/05/2023	04.30.2023 - PEST CONTROL - IMAGINATI		0.00	600.00	
	01.81.61150	OUTSIDE SERVICES-OTHE		04.30.2023 - PEST CONTROL - I	600.00		
00130	Terminix Processing Center		05/04/2023	Regular	0.00	171.00	95933
432518255	Invoice	05/05/2023	04.20.2023 - PEST CONTROL - RECREATIO		0.00	171.00	
	01.81.61104	OUTSIDE SERVICES-GROU		04.20.2023 - PEST CONTROL - R	171.00		
03207	Toni DeFrancis		05/04/2023	Regular	0.00	100.00	95934
2023-PC417	Invoice	05/05/2023	04.20.2023 - TRANSCRIPTION - 2.5 HRS - P		0.00	100.00	
	01.18.61150	OUTSIDE SERVICES-OTHE		04.20.2023 - TRANSCRIPTION -	100.00		
03094	TRC Companies		05/04/2023	Regular	0.00	1,584.00	95935
38623	Invoice	05/05/2023	11.14.2022 - INSPECTOR - BOLINAS REHA		0.00	1,584.00	
	01.41.61150	OUTSIDE SERVICES-OTHE		11.14.2022 - INSPECTOR - BOLI	1,584.00		
00384	Van Midde & Son Concrete		05/04/2023	Regular	0.00	28,525.00	95936

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14371	Invoice	05/05/2023	04.25.2023 - RAMP REPLACEMENT - SFD		0.00	28,525.00	
	19.41.63109	UNPROGRAMMED RESUR	04.25.2023 - RAMP REPLACEME		28,525.00		
00391	Verizon Wireless		05/04/2023	Regular	0.00	856.90	95937
9932406336	Invoice	05/05/2023	04.12.2023 - TELEPHONE - 03.12.2023 - 0		0.00	856.90	
	01.12.61705	UTILITIES-TELEPHONE	04.12.2023 - TELEPHONE - 03.1		51.50		
	01.18.61705	UTILITIES-TELEPHONE	04.12.2023 - TELEPHONE - 03.1		38.01		
	01.41.61705	UTILITIES-TELEPHONE	04.12.2023 - TELEPHONE - 03.1		400.05		
	01.42.61705	UTILITIES-TELEPHONE	04.12.2023 - TELEPHONE - 03.1		263.04		
	21.63.61179	PARKSIDE SERVICES	04.12.2023 - TELEPHONE - 03.1		52.15		
	21.63.61187	ROBSON AFTER SCHOOL	04.12.2023 - TELEPHONE - 03.1		52.15		
03279	Veronica Hillard		05/04/2023	Regular	0.00	307.23	95938
INV0009672	Invoice	05/05/2023	04.27.2023 - REIMBURSEMENT - CRAFT S		0.00	307.23	
	21.63.62987	ROBSON AFTER SCHOOL	04.27.2023 - REIMBURSEMENT -		173.87		
	21.63.62987	ROBSON AFTER SCHOOL	04.27.2023 - REIMBURSEMENT -		133.36		
02861	H & H PRINTING, INC		05/10/2023	Regular	0.00	1,458.49	95939
13131	Invoice	05/10/2023	04.06.2023 - 7000 LANDSCAPE EQUIPME		0.00	1,458.49	
	90.41.61100	OUTSIDE SERVICES	04.06.2023 - 7000 LANDSCAPE E		1,458.49		
02411	23 ELEPHANTS THEATRE COMPANY		05/18/2023	Regular	0.00	5,162.00	95940
INV0009853	Invoice	05/19/2023	05.09.2023 - THEATRE PROGRAM - PAYME		0.00	5,162.00	
	21.62.61175	KIDS CULTURE SERVICES	05.09.2023 - THEATRE PROGRA		5,162.00		
03439	Alexandra Trabulsi		05/18/2023	Regular	0.00	91.00	95941
52674060	Invoice	05/19/2023	05.04.2023 - RESERVATION CANCELLATIO		0.00	91.00	
	21.64.48128	PARK AND FIELD RENTALS	05.04.2023 - RESERVATION CAN		91.00		
00001	AT&T Calnet		05/18/2023	Regular	0.00	1,421.28	95942
000019912012	Invoice	05/19/2023	574 - ALL DEPTS CENTRX - 04.10.2023 - 05		0.00	1,357.35	
	41.41.61701	UTILITIES	574 - ALL DEPTS CENTRX - 04.10		1,357.35		
000019912016	Invoice	05/19/2023	579 - TRAFFIC LIGHT MODEM - 04.10.202		0.00	21.74	
	41.41.61701	UTILITIES	579 - TRAFFIC LIGHT MODEM -		21.74		
000019912017	Invoice	05/19/2023	580 - ROBSON HOUSE - 04.10.2023 - 05.0		0.00	42.19	
	34.41.61705	UTILITIES-TELEPHONE	580 - ROBSON HOUSE - 04.10.2		42.19		
02542	Avril Angevine		05/18/2023	Regular	0.00	100.00	95943
INV0009852	Invoice	05/19/2023	05.09.2023- ART TALK - SURREALISM - JU		0.00	100.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.09.2023- ART TALK - SURREA		100.00		
00388	Baker & Taylor		05/18/2023	Regular	0.00	1,901.90	95944

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5018265813	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	21.01	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		21.01		
5018265814	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	20.93	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		20.93		
5018265815	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	20.38	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		20.38		
5018265816	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	384.98	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		384.98		
5018265817	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	21.68	
	01.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		21.68		
5018265818	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	21.01	
	01.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		21.01		
5018278167	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	43.35	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		43.35		
5018278168	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	21.68	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		21.68		
5018278169	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	21.68	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		21.68		
5018278170	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	21.01	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		21.01		
5018278171	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	272.16	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		272.16		
5018278172	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	21.01	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		21.01		
5018278173	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	43.29	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		43.29		
5018286991	Invoice	05/19/2023	04.26.2023 - CHILDRENS BOOKS - LIBRAR		0.00	13.87	
	27.71.62302	CHILDRENS BOOKS	04.26.2023 - CHILDRENS BOOKS		13.87		
5018286992	Invoice	05/19/2023	04.26.2023 - CHILDRENS BOOKS - LIBRAR		0.00	18.41	
	27.71.62302	CHILDRENS BOOKS	04.26.2023 - CHILDRENS BOOKS		18.41		
5018286993	Invoice	05/19/2023	04.26.2023 - CHILDRENS BOOKS - LIBRAR		0.00	82.10	
	27.71.62302	CHILDRENS BOOKS	04.26.2023 - CHILDRENS BOOKS		82.10		
5018286994	Invoice	05/19/2023	04.26.2023 - CHILDRENS BOOKS - LIBRAR		0.00	6.93	
	27.71.62302	CHILDRENS BOOKS	04.26.2023 - CHILDRENS BOOKS		6.93		
5018286995	Invoice	05/19/2023	04.26.2023 - CHILDRENS BOOKS - LIBRAR		0.00	24.35	
	27.71.62302	CHILDRENS BOOKS	04.26.2023 - CHILDRENS BOOKS		24.35		
5018296646	Invoice	05/19/2023	04.27.2023 - CHILDRENS BOOKS - LIBRAR		0.00	294.23	
	27.71.62302	CHILDRENS BOOKS	04.27.2023 - CHILDRENS BOOKS		294.23		
5018296647	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	16.82	
	27.71.62302	CHILDRENS BOOKS	04.27.2023 - ADULT BOOKS - LIB		16.82		
5018318091	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	20.54	
	01.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		20.54		
5018318092	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	20.54	
	01.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		20.54		
5018318093	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	347.45	
	01.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		347.45		
5018318094	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	35.33	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		35.33		
5018318095	Invoice	05/19/2023	04.27.2023 - ADULT BOOKS - LIBRARY - AP		0.00	21.20	
	27.71.62301	ADULT BOOKS	04.27.2023 - ADULT BOOKS - LIB		21.20		

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Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5018321243	Invoice	05/19/2023	05.01.2023 - CHILDRENS BOOKS - LIBRAR		0.00	25.23	
	27.71.62302	CHILDRENS BOOKS	05.01.2023 - CHILDRENS BOOKS		25.23		
5018321244	Invoice	05/19/2023	05.01.2023 - CHILDRENS BOOKS - LIBRAR		0.00	40.73	
	27.71.62302	CHILDRENS BOOKS	05.01.2023 - CHILDRENS BOOKS		40.73		
	Void		05/18/2023	Regular	0.00	0.00	95945
03441	Barbara E. Murphy		05/18/2023	Regular	0.00	500.00	95946
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
SANANS-0001	Invoice	05/19/2023	03.28.2023 - WACKY WEDNESDAY - LIBRA		0.00	500.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	03.28.2023 - WACKY WEDNESD		500.00		
02823	BOUCHER LAW		05/18/2023	Regular	0.00	608.50	95947
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
1418	Invoice	05/19/2023	05.07.2023 - LABOR & EMPLOYMENT - LA		0.00	608.50	
	01.16.61138	GENERAL COUNSEL LEGA	05.07.2023 - LABOR & EMPLOY		608.50		
02192	BPXpress		05/18/2023	Regular	0.00	429.20	95948
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
RICH-35092	Invoice	05/19/2023	05.12.2023 - PLANROON - PROJECT, SET U		0.00	197.60	
	19.41.63109	UNPROGRAMMED RESUR	05.12.2023 - PLANROON - PROJ		197.60		
RICH-35093	Invoice	05/19/2023	05.12.2023 - PLANROOM - PROJECT, SET		0.00	231.60	
	19.41.63109	UNPROGRAMMED RESUR	05.12.2023 - PLANROOM - PROJ		231.60		
03446	Brian Scott Ambrosch		05/18/2023	Regular	0.00	390.00	95949
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
430	Invoice	05/19/2023	02.16.2023 - WACKY WED - PERFORMAN		0.00	390.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	02.16.2023 - WACKY WED - PER		390.00		
03208	Brightly Software, Inc		05/18/2023	Regular	0.00	9,840.03	95950
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
INV-207792	Invoice	05/19/2023	05.02.2023 - STREETS/SIGNS/SIDEWALKS		0.00	9,840.03	
	01.00.16000	PREPAID EXPENSE	05.02.2023 - STREETS/SIGNS/SI		9,840.03		
01345	BSN Sports Inc		05/18/2023	Regular	0.00	284.01	95951
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
921336491	Invoice	05/19/2023	04.12.2023 - 100 SOFTBALLS - RECREATIO		0.00	284.01	
	21.61.62965	SOFTBALL SUPPLIES	04.12.2023 - 100 SOFTBALLS - R		284.01		
00429	California Infrastructure Consultancy, Inc.		05/18/2023	Regular	0.00	9,920.00	95952
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
20027.109	Invoice	05/19/2023	04.25.2023 - PROJECT ENGINEER - 31 HRS		0.00	9,920.00	
	14.41.63101	CAPITAL OUTLAY - PAVIN	04.25.2023 - PROJECT ENGINEE		9,920.00		
03436	Chris Shea		05/18/2023	Regular	0.00	1,920.00	95953
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
R13648	Invoice	05/19/2023	07.13.2023 - 89 WOODLAND AVE - ROAD		0.00	1,920.00	
	01.00.20314	ROAD BOND	07.13.2023 - 89 WOODLAND AV		1,920.00		
03447	Christopher Bock		05/18/2023	Regular	0.00	1,015.00	95954

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SI-31	Invoice	05/19/2023	04.29.2023 - FLOOR REFINISH - DEPOSIT F		0.00	1,015.00	
	21.65.61101	OUTSIDE SERVICES-PROF	04.29.2023 - FLOOR REFINISH -		1,015.00		
03444	Circus of Smiles		05/18/2023	Regular	0.00	400.00	95955
1559	Invoice	05/19/2023	02.17.2023 - WACKY WED - CIRCUS SHOW		0.00	400.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	02.17.2023 - WACKY WED - CIRC		400.00		
00308	CivicPlus		05/18/2023	Regular	0.00	12,593.16	95956
262606	Invoice	05/19/2023	05.11.2023 - ULTIMATE DEPARTMENT HE		0.00	12,593.16	
	01.71.61150	OUTSIDE SERVICES-OTHE	05.11.2023 - ULTIMATE DEPART		6,296.58		
	01.82.61106	OUTSIDE SVCS-MGT INFO	05.11.2023 - ULTIMATE DEPART		6,296.58		
02524	Code Source		05/18/2023	Regular	0.00	9,613.00	95957
11360	Invoice	05/19/2023	04.25.2023 - 7 WILLOW WAY - PLAN REVI		0.00	1,084.00	
	01.41.61157	PLAN CHECKING	04.25.2023 - 7 WILLOW WAY - P		1,084.00		
11366	Invoice	05/19/2023	04.28.2023 - 7 FAIRVIEW COURT - PLAN R		0.00	941.00	
	01.41.61157	PLAN CHECKING	04.28.2023 - 7 FAIRVIEW COURT		941.00		
11369	Invoice	05/19/2023	04.28.2023 - COMPLETE PLAN REVIEW - C		0.00	686.00	
	01.41.61157	PLAN CHECKING	04.28.2023 - COMPLETE PLAN R		686.00		
11370	Invoice	05/19/2023	05.02.2023 -300 SUNNY HILLS DR - PLAN		0.00	1,304.00	
	01.41.61157	PLAN CHECKING	05.02.2023 -300 SUNNY HILLS D		1,304.00		
11375	Invoice	05/19/2023	05.08.2023 - RECHECK - PLAN EXAMINER		0.00	1,335.00	
	01.41.61157	PLAN CHECKING	05.08.2023 - RECHECK - PLAN E		1,335.00		
11377	Invoice	05/19/2023	05.09.2023 - INITIAL REVIEW - CLERICAL -		0.00	3,128.00	
	01.41.61157	PLAN CHECKING	05.09.2023 - INITIAL REVIEW - C		3,128.00		
11382	Invoice	05/19/2023	05.16.2023 - PLAN CHECKING SRVCS - INI		0.00	1,135.00	
	01.41.61157	PLAN CHECKING	05.16.2023 - PLAN CHECKING S		1,135.00		
00410	COFAM		05/18/2023	Regular	0.00	200.00	95958
INV0009851	Invoice	05/19/2023	05.09.2023 - ART TALK - ANSEL ADAMS -		0.00	200.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.09.2023 - ART TALK - ANSEL		200.00		
01348	Community Media Center of Marin		05/18/2023	Regular	0.00	2,677.50	95959
190716-FFM	Invoice	05/19/2023	05.10.2023 - MICROPHONE INSTALLATION		0.00	2,677.50	
	01.12.61194	OUTSIDE SERVICES - GRA	05.10.2023 - MICROPHONE INST		2,002.50		
	01.18.61194	OUTSIDE SERVICES - GRA	05.10.2023 - MICROPHONE INST		675.00		
02688	David Asheba Wilson		05/18/2023	Regular	0.00	1,100.00	95960
INV0009860	Invoice	05/19/2023	04.25.2023 - WACKY WED - PERFORMAN		0.00	500.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.25.2023 - WACKY WED - PER		500.00		
INV0009863	Invoice	05/19/2023	04.21.2023 - FAMILY CONCERT - LIVE ON		0.00	600.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.21.2023 - FAMILY CONCERT -		600.00		
01320	DC Electric Group Inc		05/18/2023	Regular	0.00	7,048.78	95961

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460609	Invoice	05/19/2023	03.31.2023 - M5007 - SL ROUTINE - MARC	0.00	634.40	
	01.42.61131	OUTSIDE SVCS-STREET LI	03.31.2023 - M5007 - SL ROUTI	634.40		
460715	Invoice	05/19/2023	03.31.2023 - M1007 - TS ROUTINE - MAR	0.00	2,402.88	
	01.42.61130	OUTSIDE SVCS-SIGNALS	03.31.2023 - M1007 - TS ROUTI	2,402.88		
460716	Invoice	05/19/2023	03.31.2023 - M1008 - TS RESPONSE - MA	0.00	4,011.50	
	01.42.61130	OUTSIDE SVCS-SIGNALS	03.31.2023 - M1008 - TS RESPO	4,011.50		
00080	Department of Justice		05/18/2023 / Regular	0.00	64.00	95962
653439	Invoice	05/19/2023	05.03.2023 - FINGER PRINT APPS - QTY 2	0.00	64.00	
	01.41.61806	MISC HIRING EXPENSES	05.03.2023 - FINGER PRINT APP	64.00		
03445	Donald A. O'Brien		05/18/2023 / Regular	0.00	379.00	95963
INV0009861	Invoice	05/19/2023	04.25.2023 - WACKY WED - PERFORMACE	0.00	379.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.25.2023 - WACKY WED - PER	379.00		
03396	Emily B. Stucky		05/18/2023 / Regular	0.00	1,000.00	95964
004	Invoice	05/19/2023	04.25.2023 - WACKY WED - SING & STOM	0.00	400.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.25.2023 - WACKY WED - SIN	400.00		
005	Invoice	05/19/2023	04.28.2023 - FAMILY CONCERT - LIVE ON	0.00	600.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.28.2023 - FAMILY CONCERT -	600.00		
03435	EVO Gregorian		05/18/2023 / Regular	0.00	12,123.50	95965
R13749	Invoice	05/19/2023	08.15.2023 - 52 RED HILL RD - PROJECT C	0.00	12,123.50	
	01.00.20354	DUE TO ROSS VALLEY FIR	08.15.2023 - 52 RED HILL RD - P	328.00		
	01.00.42201	CONSTR: PLAN CHECK	08.15.2023 - 52 RED HILL RD - P	201.00		
	01.00.48057	PLANNING FEES	08.15.2023 - 52 RED HILL RD - P	8,250.00		
	01.00.48057	PLANNING FEES	08.15.2023 - 52 RED HILL RD - P	182.00		
	01.00.48057	PLANNING FEES	08.15.2023 - 52 RED HILL RD - P	2,750.00		
	01.00.48059	PLANNING TRAINING FEE	08.15.2023 - 52 RED HILL RD - P	412.50		
01586	Fourth Street Press		05/18/2023 / Regular	0.00	372.58	95966
28122	Invoice	05/19/2023	05.10.2023 - TH ENVELOPES - QTY 2,000 -	0.00	372.58	
	01.12.62200	DEPARTMENTAL SUPPLIE	05.10.2023 - TH ENVELOPES - Q	93.13		
	01.18.62200	DEPARTMENTAL SUPPLIE	05.10.2023 - TH ENVELOPES - Q	279.45		
03371	Golden State Lumber		05/18/2023 / Regular	0.00	295.29	95967
6139345	Invoice	05/19/2023	04.17.2023 - TREATED GROUND CONTACT	0.00	295.29	
	01.81.62200	DEPARTMENTAL SUPPLIE	04.17.2023 - TREATED GROUND	295.29		
03332	Heidi Scoble		05/18/2023 / Regular	0.00	3,643.34	95968
1308535	Invoice	05/19/2023	04.24.2023 - REIMBURSEMENT - SML UTE	0.00	3,643.34	
	90.41.61100	OUTSIDE SERVICES	04.24.2023 - REIMBURSEMENT -	3,643.34		
03290	Houseal Lavigne Associates		05/18/2023 / Regular	0.00	18,900.00	95969

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6257	Invoice	05/19/2023	04.30.2023 - CONSULTING SRVCS - HOUSI		0.00		18,900.00	
	01.18.61150	OUTSIDE SERVICES-OTHE	04.30.2023 - CONSULTING SRVC			18,900.00		
00022	Jackson's Hardware Inc.		05/18/2023	Regular	0.00		575.00	95970
INV0009866	Invoice	05/19/2023	05.16.2023 - LEAF BLOWER REBATE PROG		0.00		575.00	
	90.41.61100	OUTSIDE SERVICES	05.16.2023 - LEAF BLOWER REB			575.00		
03281	Jaime E. Valle		05/18/2023	Regular	0.00		6,050.00	95971
SA-051223	Invoice	05/19/2023	05.13.2023 - PLAN CHECKING & INSPECTI		0.00		6,050.00	
	01.41.61157	PLAN CHECKING	05.13.2023 - PLAN CHECKING &			6,050.00		
03443	Jennifer Swerdlow		05/18/2023	Regular	0.00		450.00	95972
070523	Invoice	05/19/2023	03.16.2023 - WACKY WED - DRUM PERFO		0.00		450.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	03.16.2023 - WACKY WED - DRU			450.00		
03168	JK Lesure		05/18/2023	Regular	0.00		10,000.00	95973
R12208	Invoice	05/19/2023	05.15.2023 - 55 ESSEX ST - ROAD BOND R		0.00		10,000.00	
	01.00.20314	ROAD BOND	05.15.2023 - 55 ESSEX ST - ROA			10,000.00		
00113	Juan Olsen Sanchez		05/18/2023	Regular	0.00		7,900.00	95974
INV0009854	Invoice	05/19/2023	05.09.2023 - GYMNASTICS - PAYMENT 5 -		0.00		7,900.00	
	21.61.61167	TUMBLING SERVICES	05.09.2023 - GYMNASTICS - PAY			7,900.00		
03337	Kelley Warner		05/18/2023	Regular	0.00		219.04	95975
INV0009849	Invoice	05/19/2023	05.09.2023 - REIMBURSEMENT - POSTCA		0.00		219.04	
	01.12.61000	TRAINING	05.09.2023 - REIMBURSEMENT -			14.74		
	01.12.61150	OUTSIDE SERVICES-OTHE	05.09.2023 - REIMBURSEMENT -			204.30		
00115	Kone Inc		05/18/2023	Regular	0.00		3,063.63	95976
871034978	Invoice	05/19/2023	05.01.2023 - MAINTENANCE - 05.1.2023 -		0.00		3,063.63	
	41.41.61506	PUBLIC WORKS CAPITAL	05.01.2023 - MAINTENANCE - 0			3,063.63		
03407	Lefler Engineering, Inc		05/18/2023	Regular	0.00		3,829.50	95977
23006-47371	Invoice	05/19/2023	04.22.2023 - CONSTRUCTION DOCUMENT		0.00		3,829.50	
	45.41.61150	OUTSIDE SERVICES-OTHE	04.22.2023 - CONSTRUCTION D			3,829.50		
00377	Luis Quezada		05/18/2023	Regular	0.00		17,792.95	95978
INV0009869	Invoice	05/19/2023	05.16.2023 - SOCCER - SPRING 2023 - 2N		0.00		17,792.95	
	21.61.61164	SOCCER SERVICES	05.16.2023 - SOCCER - SPRING 2			17,792.95		
00739	Marin Girls Softball		05/18/2023	Regular	0.00		50.00	95979

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					Account Number		
INV0009867	Invoice	05/19/2023	05.09.2023 - SOFTBALL - ALL STARS - MAY		0.00	50.00	
	21.61.61165		SOFTBALL SERVICES	05.09.2023 - SOFTBALL - ALL ST		50.00	
00121	Marin I J - 2072661 AD		05/18/2023	Regular	0.00	171.04	95980
0001376659	Invoice	05/19/2023	04.30.2023 - CLASSIFIED ADS - LEGALS		0.00	171.04	
	01.12.61151		LEGAL NOTICES	04.30.2023 - CLASSIFIED ADS - L		121.04	
	01.18.61151		LEGAL NOTICES	04.30.2023 - CLASSIFIED ADS - L		50.00	
00029	Marin IT		05/18/2023	Regular	0.00	1,130.18	95981
2023-120360	Invoice	05/19/2023	05.05.2023 - AGREEMENT HOSTED BACK		0.00	1,000.00	
	42.21.63003		COMPUTER HARDWARE/	05.05.2023 - AGREEMENT HOST		1,000.00	
2023-24863	Invoice	05/19/2023	05.02.2023 - PROCASE PORTABLE - QTY 1		0.00	130.18	
	42.21.63003		COMPUTER HARDWARE/	05.02.2023 - PROCASE PORTABL		130.18	
00142	Marin Municipal Water District		05/18/2023	Regular	0.00	626.23	95982
073-05082023	Invoice	05/19/2023	073 - CENTER & FORREST - 03.07.2023 - 0		0.00	86.63	
	01.81.61703		UTILITIES-WATER	073 - CENTER & FORREST - 03.0		86.63	
216-05092023	Invoice	05/19/2023	216 - 237 CRESCENT RD - 03.08.2023 - 05.		0.00	480.35	
	01.81.61703		UTILITIES-WATER	216 - 237 CRESCENT RD - 03.08.		480.35	
307-05092023	Invoice	05/19/2023	307 - 237 CRESCENT RD - 03.08.2023 - 05.		0.00	59.25	
	01.81.61703		UTILITIES-WATER	307 - 237 CRESCENT RD - 03.08.		59.25	
03228	MGE Engineering Inc		05/18/2023	Regular	0.00	7,680.00	95983
661.04	Invoice	05/19/2023	04.24.2023 - PROJECT ENGINEER - CAD TE		0.00	5,760.00	
	71.81.61150		OUTSIDE SERVICES-OTHE	04.24.2023 - PROJECT ENGINEE		5,760.00	
663.06	Invoice	05/19/2023	04.24.2023 - PROJECT ENGINEER - 6 HRS -		0.00	1,920.00	
	14.41.63119		CAPTIAL OUTLAY - BRIDG	04.24.2023 - PROJECT ENGINEE		1,920.00	
02208	Mike Ashe		05/18/2023	Regular	0.00	425.00	95984
INV0009862	Invoice	05/19/2023	05.09.2023 - BUBBLE PERFORMANCE - LIB		0.00	425.00	
	01.71.61132		OUTSIDE SVCS-PROGRAM	05.09.2023 - BUBBLE PERFORM		425.00	
00372	Miller Pacific		05/18/2023	Regular	0.00	7,174.60	95985
25889	Invoice	05/19/2023	04.26.2023 - 677 REDWOOD ROAD - GEO		0.00	7,174.60	
	01.41.61150		OUTSIDE SERVICES-OTHE	04.26.2023 - 677 REDWOOD RO		7,174.60	
01346	Nerviani Paving Inc		05/18/2023	Regular	0.00	21,360.00	95986
7158	Invoice	05/19/2023	04.17.2023 - ALDERNEY PATHWAY - PAVIN		0.00	21,360.00	
	19.41.63109		UNPROGRAMMED RESUR	04.17.2023 - ALDERNEY PATHW		21,360.00	
03211	ODP Business Solutions LLC		05/18/2023	Regular	0.00	414.72	95987

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311300384001	Invoice	05/19/2023	05.01.2023 - SERVING UTENSILS - DPW		0.00	21.83	
	01.41.62200	DEPARTMENTAL SUPPLIE	05.01.2023 - SERVING UTENSILS		21.83		
311300836001	Invoice	05/19/2023	05.01.2023 - OFFICE SUPPLIES - PLANNIN		0.00	132.82	
	01.41.62200	DEPARTMENTAL SUPPLIE	05.01.2023 - OFFICE SUPPLIES -		132.82		
312023546001	Invoice	05/19/2023	05.04.2023 - OFFICE SUPPLIES - LIBRARY		0.00	260.07	
	27.71.62200	DEPARTMENTAL SUPPLIE	05.04.2023 - OFFICE SUPPLIES -		260.07		
00128	Pacific Gas & Electric		05/18/2023	Regular	0.00	16,105.43	95988
461-04242023	Invoice	05/19/2023	461 - GAS & ELECTRIC -TH - 03.08.2023 - 0		0.00	16,056.89	
	41.41.61701	UTILITIES	461 - GAS & ELECTRIC -TH - 03.0		16,056.89		
717-05072023	Invoice	05/19/2023	717 - CORPYARD UTILITIES - 04.06.2023 -		0.00	48.54	
	41.41.61701	UTILITIES	717 - CORPYARD UTILITIES - 04.		48.54		
00166	Parisi Transportation Consulting		05/18/2023	Regular	0.00	1,510.00	95989
19377	Invoice	05/19/2023	03.08.2023 - VMT CRITERIA - CONSULTIN		0.00	1,510.00	
	01.18.61150	OUTSIDE SERVICES-OTHE	03.08.2023 - VMT CRITERIA - CO		1,510.00		
02554	Parkmobile LLC		05/18/2023	Regular	0.00	280.00	95990
INV33339	Invoice	05/19/2023	04.30.2023 - END USER FEES - QTY 700 - A		0.00	280.00	
	13.42.61114	OUTSIDE SRV: PARKING	04.30.2023 - END USER FEES - Q		280.00		
03397	Patrick O' Neill		05/18/2023	Regular	0.00	70,611.00	95991
6022	Invoice	05/19/2023	04.27.2023 - REDWOOD SLIDE REPAIR - E		0.00	70,611.00	
	45.41.63100	CAPITAL OUTLAY - CONST	04.27.2023 - REDWOOD SLIDE R		70,611.00		
03437	PlaceWorks, Inc.		05/18/2023	Regular	0.00	6,953.00	95992
20230421-SANS	Invoice	05/19/2023	04.21.2023 - COMPOST PROCUREMENT S		0.00	6,953.00	
	90.41.61100	OUTSIDE SERVICES	04.21.2023 - COMPOST PROCU		6,953.00		
03440	Rachel Anne Palacios		05/18/2023	Regular	0.00	350.00	95993
005	Invoice	05/19/2023	05.09.2023 - HENNA PROGRAM - LIBRARY		0.00	350.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.09.2023 - HENNA PROGRAM		350.00		
03442	Randal J. Metz		05/18/2023	Regular	0.00	337.50	95994
INV0009859	Invoice	05/19/2023	04.25.2023 - WACKY WED - LIBRARY - PUP		0.00	337.50	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.25.2023 - WACKY WED - LIBR		337.50		
03321	Ready Refresh		05/18/2023	Regular	0.00	27.82	95995
03D5900300343	Invoice	05/19/2023	05.02.2023 - BOTTLED WATER SRVC - REC		0.00	27.82	
	21.65.62000	OFFICE SUPPLIES	05.02.2023 - BOTTLED WATER S		27.82		
00181	Ross Valley Fire Department		05/18/2023	Regular	0.00	2,376.28	95996

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INV0009857	Invoice	05/19/2023	04.11.2023 - FEES COLLECTED - APRIL 202		0.00	2,376.28	
	01.00.20354	DUE TO ROSS VALLEY FIR	04.11.2023 - FEES COLLECTED -		2,376.28		
01219	Ross Valley School District		05/18/2023	Regular	0.00	1,816.00	95997
INV0009868	Invoice	05/19/2023	05.15.2023 - AFTER SCHOOL PROGRAMS -		0.00	1,816.00	
	21.63.61180	AFTER SCHOOL ENRICHM	05.15.2023 - AFTER SCHOOL PR		1,816.00		
03346	Sage Energy Consulting - NV5 Inc.		05/18/2023	Regular	0.00	3,413.75	95998
000000329314	Invoice	05/19/2023	05.08.2023 - INTERCONNECTION APPS - P		0.00	3,413.75	
	01.21.61150	OUTSIDE SERVICES-OTHE	05.08.2023 - INTERCONNECTIO		3,413.75		
01563	SCA		05/18/2023	Regular	0.00	6,859.90	95999
23000425	Invoice	05/19/2023	04.15.2023 - RESIDENTIAL STREET SWEEPI		0.00	6,859.90	
	01.42.61135	STREET SWEEPING	04.15.2023 - RESIDENTIAL STRE		6,859.90		
00651	Sean Condry		05/18/2023	Regular	0.00	4,585.49	96000
INV0009850	Invoice	05/19/2023	05.09.2023 - REIMBURSEMENT - CONFER		0.00	4,585.49	
	01.41.61000	TRAINING	05.09.2023 - REIMBURSEMENT -		4,233.75		
	01.41.61000	TRAINING	05.09.2023 - REIMBURSEMENT -		351.74		
01359	Siegfried Engineering Inc		05/18/2023	Regular	0.00	2,336.00	96001
45437	Invoice	05/19/2023	05.08.2023 - ENGINEERING SRVCS - APRIL		0.00	2,336.00	
	19.41.63109	UNPROGRAMMED RESUR	05.08.2023 - ENGINEERING SRV		2,336.00		
00024	T & B Sports Inc		05/18/2023	Regular	0.00	9,093.32	96002
0000156193	Invoice	05/19/2023	05.15.2023 - SOFTBALL UNIFORMS - 2023		0.00	7,133.94	
	21.61.62965	SOFTBALL SUPPLIES	05.15.2023 - SOFTBALL UNIFOR		7,133.94		
0000156194	Invoice	05/19/2023	05.15.2023 - FARM CLUB - BASEBALL UNIF		0.00	1,959.38	
	21.61.62960	BASEBALL SUPPLIES	05.15.2023 - FARM CLUB - BASE		1,959.38		
03207	Toni DeFrancis		05/18/2023	Regular	0.00	400.00	96003
2023-PC51	Invoice	05/19/2023	05.06.2023 - TRANSCRIPTION SRVC - 3.5		0.00	140.00	
	01.18.61150	OUTSIDE SERVICES-OTHE	05.06.2023 - TRANSCRIPTION S		140.00		
2023-TC425	Invoice	05/19/2023	05.03.2023 - TRANSCRIPTION SRVCS - 6.5		0.00	260.00	
	01.12.61150	OUTSIDE SERVICES-OTHE	05.03.2023 - TRANSCRIPTION S		260.00		
01509	Tyler Business Forms		05/18/2023	Regular	0.00	499.54	96004
83419	Invoice	05/19/2023	05.10.2023 - LASER TOP CHECKS - FINANC		0.00	499.54	
	01.12.62000	OFFICE SUPPLIES	05.10.2023 - LASER TOP CHECKS		499.54		
00384	Van Midde & Son Concrete		05/18/2023	Regular	0.00	10,950.00	96005

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14382	Invoice	05/19/2023	04.28.2023 - HANDCAP RAMP - REMOVE		0.00	10,950.00	
	12.41.63103	CAPITAL OUTLAY - DRAIN	04.28.2023 - HANDCAP RAMP -		5,475.00		
	19.41.63109	UNPROGRAMMED RESUR	04.28.2023 - HANDCAP RAMP -		5,475.00		
00391	Verizon Wireless		05/18/2023	Regular	0.00	856.90	96006
9934790993	Invoice	05/19/2023	05.12.2023 - TH TELEPHONE - 04.13.2023		0.00	856.90	
	01.12.61705	UTILITIES-TELEPHONE	05.12.2023 - TH TELEPHONE - 0		51.50		
	01.41.61705	UTILITIES-TELEPHONE	05.12.2023 - TH TELEPHONE - 0		478.07		
	01.42.61705	UTILITIES-TELEPHONE	05.12.2023 - TH TELEPHONE - 0		223.03		
	21.63.61179	PARKSIDE SERVICES	05.12.2023 - TH TELEPHONE - 0		52.15		
	21.63.61187	ROBSON AFTER SCHOOL	05.12.2023 - TH TELEPHONE - 0		52.15		
02203	Village Rhythms		05/18/2023	Regular	0.00	525.00	96007
INV0009864	Invoice	05/19/2023	04.25.2023 - FAMILY CONCERT - LIVE ON		0.00	525.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.25.2023 - FAMILY CONCERT -		525.00		
03438	Wink Optics		05/18/2023	Regular	0.00	1,000.00	96008
INV0009856	Invoice	05/19/2023	05.09.2023 - BREAKFAST WITH SANTA -SP		0.00	1,000.00	
	60.00.48141	BREAKFAST WITH SANTA	05.09.2023 - BREAKFAST WITH S		1,000.00		
02411	23 ELEPHANTS THEATRE COMPANY		05/31/2023	Regular	0.00	5,162.60	96009
INV0009891	Invoice	06/02/2023	05.23.2023 - THEATRE PROGRAM - PAYME		0.00	5,162.60	
	21.62.61175	KIDS CULTURE SERVICES	05.23.2023 - THEATRE PROGRA		5,162.60		
00048	Alhambra & Sierra Springs		05/31/2023	Regular	0.00	64.95	96010
12161581051023	Invoice	06/02/2023	05.10.2023 - BOTTLED WATER SRVC - COR		0.00	64.95	
	01.42.61150	OUTSIDE SERVICES-OTHE	05.10.2023 - BOTTLED WATER S		64.95		
02806	AQUASCAPE POOL SERVICE		05/31/2023	Regular	0.00	209.00	96011
21953	Invoice	06/02/2023	04.30.2023 - IMAGINATION PARK - FOUNT		0.00	209.00	
	01.81.61150	OUTSIDE SERVICES-OTHE	04.30.2023 - IMAGINATION PAR		209.00		
00408	Astro Jump of Northbay		05/31/2023	Regular	0.00	732.90	96012
14323559	Invoice	06/02/2023	04.13.2023 - END OF YEAR CELEBRATION -		0.00	732.90	
	21.63.61187	ROBSON AFTER SCHOOL	04.13.2023 - END OF YEAR CELE		732.90		
00001	AT&T Calnet		05/31/2023	Regular	0.00	440.95	96013
000019975232	Invoice	06/02/2023	634 - TRAFFIC LIGHT MODEM - 04.20.202		0.00	417.79	
	41.41.61701	UTILITIES	634 - TRAFFIC LIGHT MODEM -		417.79		
000019989181	Invoice	06/02/2023	583- DPW FAX - 04.25.2023 - 05.24.2023		0.00	23.16	
	41.41.61701	UTILITIES	583- DPW FAX - 04.25.2023 - 05		23.16		

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00633	BAAQMD	05/31/2023	Regular	0.00	523.00	96014

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	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
T153917	Invoice	06/02/2023	05.02.2023 - TOXINS REPORT - FEES - ANN	0.00	523.00
	01.41.61150	OUTSIDE SERVICES-OTHE	05.02.2023 - TOXINS REPORT - F	523.00	

00388	Baker & Taylor	05/31/2023	Regular	0.00	3,307.42	96015

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	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
5018313072	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	63.59
	27.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	63.59	
5018313073	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	23.17
	01.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	23.17	
5018313074	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	21.85
	01.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	21.85	
5018313075	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	59.46
	01.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	59.46	
5018313076	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	21.11
	01.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	21.11	
5018313077	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	21.18
	27.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	21.18	
5018313078	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	286.37
	27.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	286.37	
5018313079	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	15.75
	01.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	15.75	
5018313080	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	20.16
	27.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	20.16	
5018313081	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	17.76
	27.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	17.76	
5018313082	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	21.54
	01.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	21.54	
5018313083	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	42.74
	01.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	42.74	
5018313084	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	67.54
	27.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	67.54	
5018313085	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	53.93
	27.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	53.93	
5018313086	Invoice	06/02/2023	05.02.2023 - ADULT BOOKS - LIBRARY	0.00	43.05
	27.71.62301	ADULT BOOKS	05.02.2023 - ADULT BOOKS - LIB	43.05	
5018328357	Invoice	06/02/2023	05.04.2023 - ADULT BOOKS - LIBRARY	0.00	21.85
	27.71.62301	ADULT BOOKS	05.04.2023 - ADULT BOOKS - LIB	21.85	
5018328358	Invoice	06/02/2023	05.04.2023 - ADULT BOOKS - LIBRARY	0.00	61.62
	27.71.62301	ADULT BOOKS	05.04.2023 - ADULT BOOKS - LIB	61.62	
5018328359	Invoice	06/02/2023	05.04.2023 - ADULT BOOKS - LIBRARY	0.00	21.11
	27.71.62301	ADULT BOOKS	05.04.2023 - ADULT BOOKS - LIB	21.11	
5018328360	Invoice	06/02/2023	05.04.2023 - ADULT BOOKS - LIBRARY	0.00	54.18
	01.71.62301	ADULT BOOKS	05.04.2023 - ADULT BOOKS - LIB	54.18	
5018328361	Invoice	06/02/2023	05.04.2023 - ADULT BOOKS - LIBRARY	0.00	125.14
	27.71.62301	ADULT BOOKS	05.04.2023 - ADULT BOOKS - LIB	125.14	
5018328362	Invoice	06/02/2023	05.04.2023 - ADULT BOOKS - LIBRARY	0.00	23.17
	27.71.62301	ADULT BOOKS	05.04.2023 - ADULT BOOKS - LIB	23.17	
5018328363	Invoice	06/02/2023	05.04.2023 - ADULT BOOKS - LIBRARY	0.00	41.74
	27.71.62301	ADULT BOOKS	05.04.2023 - ADULT BOOKS - LIB	41.74	

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Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5018337344	Invoice	06/02/2023	05.08.2023 - CHILDRENS BOOKS - LIBRAR		0.00	9.60	
	27.71.62302	CHILDRENS BOOKS		05.08.2023 - CHILDRENS BOOKS		9.60	
5018339012	Invoice	06/02/2023	05.05.2023 - CHLDRENS BOOKS - LIBRARY		0.00	450.38	
	27.71.62302	CHILDRENS BOOKS		05.05.2023 - CHLDRENS BOOKS		450.38	
5018339019	Invoice	06/02/2023	05.08.2023 - CHILDRENS BOOKS - LIBRAR		0.00	323.02	
	27.71.62302	CHILDRENS BOOKS		05.08.2023 - CHILDRENS BOOKS		323.02	
5018339020	Invoice	06/02/2023	05.08.2023 - CHILDRENS BOOKS - LIBRAR		0.00	174.63	
	27.71.62302	CHILDRENS BOOKS		05.08.2023 - CHILDRENS BOOKS		174.63	
5018339055	Invoice	06/02/2023	05.09.2023 - CHILDRENS BOOKS - LIBRAR		0.00	30.55	
	27.71.62302	CHILDRENS BOOKS		05.09.2023 - CHILDRENS BOOKS		30.55	
5018339843	Invoice	06/02/2023	05.10.2023 - BOARD BOOKS - LIBRARY		0.00	46.96	
	27.71.62302	CHILDRENS BOOKS		05.10.2023 - BOARD BOOKS - LI		46.96	
5018341294	Invoice	06/02/2023	05.10.2023 - CHILDRENS BOOKS - LIBRAR		0.00	39.22	
	27.71.62302	CHILDRENS BOOKS		05.10.2023 - CHILDRENS BOOKS		39.22	
5018341295	Invoice	06/02/2023	05.10.2023 - CHILDRENS BOOKS - LIBRAR		0.00	121.61	
	27.71.62302	CHILDRENS BOOKS		05.10.2023 - CHILDRENS BOOKS		121.61	
5018341296	Invoice	06/02/2023	05.10.2023 - CHILDRENS BOOKS - LIBRAR		0.00	13.31	
	27.71.62302	CHILDRENS BOOKS		05.10.2023 - CHILDRENS BOOKS		13.31	
5018341297	Invoice	06/02/2023	05.10.2023 - CHILDRENS BOOKS - LIBRAR		0.00	328.55	
	27.71.62302	CHILDRENS BOOKS		05.10.2023 - CHILDRENS BOOKS		328.55	
5018343898	Invoice	06/02/2023	05.15.2023 - ADULT BOOKS - LIBRARY		0.00	42.38	
	27.71.62301	ADULT BOOKS		05.15.2023 - ADULT BOOKS - LIB		42.38	
5018343899	Invoice	06/02/2023	05.15.2023 - ADULT BOOKS - LIBRARY		0.00	20.54	
	27.71.62301	ADULT BOOKS		05.15.2023 - ADULT BOOKS - LIB		20.54	
5018343900	Invoice	06/02/2023	05.15.2023 - ADULT BOOKS - LIBRARY		0.00	20.54	
	01.71.62301	ADULT BOOKS		05.15.2023 - ADULT BOOKS - LIB		20.54	
5018343901	Invoice	06/02/2023	05.15.2023 - ADULT BOOKS - LIBRARY		0.00	21.18	
	01.71.62301	ADULT BOOKS		05.15.2023 - ADULT BOOKS - LIB		21.18	
5018343902	Invoice	06/02/2023	05.15.2023 - ADULT BOOKS - LIBRARY		0.00	21.20	
	01.71.62301	ADULT BOOKS		05.15.2023 - ADULT BOOKS - LIB		21.20	
5018343903	Invoice	06/02/2023	05.15.2023 - ADULT BOOKS - LIBRARY		0.00	151.19	
	27.71.62301	ADULT BOOKS		05.15.2023 - ADULT BOOKS - LIB		151.19	
5018343904	Invoice	06/02/2023	05.15.2023 - ADULT BOOKS - LIBRARY		0.00	23.17	
	27.71.62301	ADULT BOOKS		05.15.2023 - ADULT BOOKS - LIB		23.17	
5018343905	Invoice	06/02/2023	05.15.2023 - ADULT BOOKS - LIBRARY		0.00	25.13	
	01.71.62301	ADULT BOOKS		05.15.2023 - ADULT BOOKS - LIB		25.13	
5018343906	Invoice	06/02/2023	05.15.2023 - ADULT BOOKS - LIBRARY		0.00	80.06	
	01.71.62301	ADULT BOOKS		05.15.2023 - ADULT BOOKS - LIB		80.06	
5018343907	Invoice	06/02/2023	05.15.2023 - ADULT BOOKS - LIBRARY		0.00	21.85	
	01.71.62301	ADULT BOOKS		05.15.2023 - ADULT BOOKS - LIB		21.85	
H64863100	Invoice	06/02/2023	05.03.2023 - VIDEOS - LIBRARY		0.00	38.72	
	01.71.62307	VIDEOS		05.03.2023 - VIDEOS - LIBRARY		38.72	
H64924860	Invoice	06/02/2023	05.02.2023 - VIDEOS - LIBRARY		0.00	24.07	
	01.71.62307	VIDEOS		05.02.2023 - VIDEOS - LIBRARY		24.07	
H64997270	Invoice	06/02/2023	05.08.2023 - VIDEOS - LIBRARY		0.00	32.39	
	01.71.62307	VIDEOS		05.08.2023 - VIDEOS - LIBRARY		32.39	
H65021870	Invoice	06/02/2023	05.10.2023 - VIDEOS - LIBRARY		0.00	70.57	
	01.71.62307	VIDEOS		05.10.2023 - VIDEOS - LIBRARY		70.57	
H65038250	Invoice	06/02/2023	05.10.2023 - VIDEOS - LIBRARY		0.00	21.27	
	01.71.62307	VIDEOS		05.10.2023 - VIDEOS - LIBRARY		21.27	
H65073690	Invoice	06/02/2023	05.12.2023 - VIDEOS - LIBRARY		0.00	27.32	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	01.71.62307 VIDEOS		05.12.2023 - VIDEOS - LIBRARY		27.32	
	Void	05/31/2023	Regular	0.00	0.00	96016
	Void	05/31/2023	Regular	0.00	0.00	96017
	Void	05/31/2023	Regular	0.00	0.00	96018
00007	Bay Cities Joint Power Insurance Authority	05/31/2023	Regular	0.00	225.00	96019
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
BCJPIA-2023-025	Invoice	06/02/2023	05.18.2023 - WORKERS COMPENSATION	0.00	225.00	
	40.21.61907	WORKERS COMPENSATIO	05.18.2023 - WORKERS COMPE	225.00		
01345	BSN Sports Inc	05/31/2023	Regular	0.00	2,172.81	96020
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
921636481	Invoice	06/02/2023	05.12.2023 - SOCCER BALLS - BOYS 202 -	0.00	1,604.79	
	21.61.62964	SOCCER SUPPLIES	05.12.2023 - SOCCER BALLS - BO	1,604.79		
INV0009889	Invoice	06/02/2023	05.23.2023 - SOFTBALLS - RECREATION - 2	0.00	568.02	
	21.61.62965	SOFTBALL SUPPLIES	05.23.2023 - SOFTBALLS - RECRE	568.02		
01631	Caine Starelli	05/31/2023	Regular	0.00	234.00	96021
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0009892	Invoice	06/02/2023	05.23.2023 - MAH JONGG - RECREATION -	0.00	234.00	
	21.62.61170	ADULT ART & CULTURE SE	05.23.2023 - MAH JONGG - REC	234.00		
03453	California Department of Social Services	05/31/2023	Regular	0.00	968.00	96022
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0009939	Invoice	06/02/2023	05.25.2023 - STATE LICENSING - APPLICATI	0.00	968.00	
	21.63.62987	ROBSON AFTER SCHOOL	05.25.2023 - STATE LICENSING -	968.00		
03449	California Sewer	05/31/2023	Regular	0.00	1,500.00	96023
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
WEB3336	Invoice	06/02/2023	05.22.2023 - 135 SCENIC AVE - ROAD BON	0.00	1,500.00	
	01.00.20314	ROAD BOND	05.22.2023 - 135 SCENIC AVE - R	1,500.00		
03411	Christopher James Smith	05/31/2023	Regular	0.00	1,478.40	96024
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0009938	Invoice	06/02/2023	05.24.2023 - TODDLER MUSIC CLASS - SPR	0.00	1,478.40	
	21.62.61175	KIDS CULTURE SERVICES	05.24.2023 - TODDLER MUSIC C	1,478.40		
02315	Coastland Civil Engineering Inc.	05/31/2023	Regular	0.00	11,880.00	96025
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
56364	Invoice	06/02/2023	04.30.2023 - BUILDING DEPT SERVICES - 0	0.00	11,880.00	
	01.41.61157	PLAN CHECKING	04.30.2023 - BUILDING DEPT SE	11,880.00		
00072	Comcast	05/31/2023	Regular	0.00	419.40	96026
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
583-05162023	Invoice	06/02/2023	583 - CORPYARD INTERNET - 05.21.2023 -	0.00	255.70	
	42.21.63003	COMPUTER HARDWARE/	583 - CORPYARD INTERNET - 05.	255.70		
758-05192023	Invoice	05/22/2023	758 - TH INTERNET - 05.24.2023 - 05.23.2	0.00	163.70	
	42.21.63003	COMPUTER HARDWARE/	758 - TH INTERNET - 05.24.2023	163.70		
01320	DC Electric Group Inc	05/31/2023	Regular	0.00	6,173.36	96027

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Discount Amount / Item Description	Payment Amount / Distribution Amount	Number / Account Number
					Discount Amount	Payment Amount	
470048	Invoice	06/02/2023	04.30.2023 - M5007-SL ROUTINE - APRIL		0.00	634.40	
				OUTSIDE SVCS-STREET LI	04.30.2023 - M5007-SL ROUTIN	634.40	01.42.61131
470138	Invoice	06/02/2023	04.30.2023 - M1007-TS ROUTINE - APRIL		0.00	2,166.60	
				OUTSIDE SVCS-STREET LI	04.30.2023 - M1007-TS ROUTIN	2,166.60	01.42.61131
470139	Invoice	06/02/2023	04.30.2023 - M1008-TS RESPONSE - APRIL		0.00	3,372.36	
				OUTSIDE SVCS-STREET LI	04.30.2023 - M1008-TS RESPON	3,372.36	01.42.61131
00080	Department of Justice		05/31/2023	Regular	0.00	25.00	96028
INV0009943	Invoice	05/31/2023	0274849 Annual Registration Renewal		0.00	25.00	
				OUTSIDE SERVICES-OTHE	0274849 Annual Registration Re	25.00	01.12.61150
02732	Diesel Direct West		05/31/2023	Regular	0.00	1,029.20	96029
85162297	Invoice	06/02/2023	05.22.2023 - GASOLINE UNL - QTY 200.3 -		0.00	1,029.20	
				VEHICLE-FUEL/OIL/TIRES	05.22.2023 - GASOLINE UNL - Q	1,029.20	01.42.62988
00266	Ed Gurka		05/31/2023	Regular	0.00	611.25	96030
14-2023	Invoice	06/02/2023	05.15.2023 - SITE VISIT - 225 LOS ANGELE		0.00	371.25	
				OUTSIDE SERVICES-TREES	05.15.2023 - SITE VISIT - 225 LO	371.25	01.81.61105
16-2023	Invoice	06/02/2023	05.16.2023 - SITE VISIT - LOS ROBLES - TR		0.00	240.00	
				OUTSIDE SERVICES-TREES	05.16.2023 - SITE VISIT - LOS RO	240.00	01.81.61105
00087	Elite Tree Service		05/31/2023	Regular	0.00	23,000.00	96031
2023-5-1	Invoice	06/02/2023	05.04.2023 - TREE REMOVAL - WALGREEN		0.00	11,200.00	
				OUTSIDE SERVICES-TREES	05.04.2023 - TREE REMOVAL -	11,200.00	01.81.61105
2023-5-3	Invoice	06/02/2023	05.11.2023 - WEED CLEARING - GREENFIE		0.00	3,100.00	
				OUTSIDE SERVICES-OTHE	05.11.2023 - WEED CLEARING -	3,100.00	01.42.61150
2023-5-6	Invoice	06/02/2023	05.18.2023 - LOMA ROBLES - WEED CLEA		0.00	2,800.00	
				OUTSIDE SERVICES-OTHE	05.18.2023 - LOMA ROBLES - W	2,800.00	35.41.61150
2023-5-7	Invoice	06/02/2023	05.18.2023 - IMAGAINATION PARK - TREE		0.00	2,800.00	
				OUTSIDE SERVICES-OTHE	05.18.2023 - IMAGAINATION PA	1,400.00	01.42.61150
				OUTSIDE SERVICES-OTHE	05.18.2023 - IMAGAINATION PA	1,400.00	14.81.61150
2023-5-8	Invoice	06/02/2023	05.18.2023 - LOMA ROBLES - ACACIA TRE		0.00	3,100.00	
				OUTSIDE SERVICES-OTHE	05.18.2023 - LOMA ROBLES - AC	3,100.00	01.42.61150
02622	Epstein Holtzapple Christo LLP		05/31/2023	Regular	0.00	30,800.00	96032
6728	Invoice	06/02/2023	05.10.2023 - NARCAN IMMUNITY - RESEA		0.00	21,917.50	
				GENERAL COUNSEL LEGA	05.10.2023 - NARCAN IMMUNIT	21,917.50	01.16.61138
6729	Invoice	06/02/2023	05.10.2023 - AFFORDABLE HOUSING - RES		0.00	8,855.00	
				GENERAL COUNSEL LEGA	05.10.2023 - AFFORDABLE HOU	8,855.00	01.16.61138
6730	Invoice	06/02/2023	05.08.2023 - 13 COOGAN - EMAIL EXCHA		0.00	27.50	
				GENERAL COUNSEL LEGA	05.08.2023 - 13 COOGAN - EMA	27.50	01.16.61138
00092	Ewing Irrigation Products		05/31/2023	Regular	0.00	1,411.83	96033

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Discount Amount / Item Description	Payment Amount / Payable Amount / Distribution Amount	Number / Account Number
19221459	Invoice	06/02/2023	04.26.2023 - IRRIGATION SUPPLIES - CORP		0.00	1,267.93	
	01.81.62200			DEPARTMENTAL SUPPLIE	04.26.2023 - IRRIGATION SUPPLI	1,267.93	
19233185	Invoice	06/02/2023	04.27.2023 - IRRIGATION SUPPLIES - CORP		0.00	143.90	
	01.81.62200			DEPARTMENTAL SUPPLIE	04.27.2023 - IRRIGATION SUPPLI	143.90	
00017	Fairfax Building Supply Co. Inc.		05/31/2023	Regular	0.00	2,744.70	96034
263912	Invoice	06/02/2023	05.03.2023 - MOULDING - SUPPLIES - MA		0.00	113.74	
	31.41.61506			BLDG. MAINT-OTHER	05.03.2023 - MOULDING - SUPP	113.74	
263996	Invoice	06/02/2023	05.05.2023 - MISC HARDWARE - KIT FILLE		0.00	62.76	
	34.41.61506			BLDG. MAINT-OTHER	05.05.2023 - MISC HARDWARE -	62.76	
264148	Invoice	06/02/2023	05.08.2023 - MISC HARDWARE - SUPPLIES		0.00	25.80	
	01.81.62200			DEPARTMENTAL SUPPLIE	05.08.2023 - MISC HARDWARE -	25.80	
264181	Invoice	06/02/2023	05.09.2023 - LANDSCAPE TIMBER - SUPPL		0.00	1,209.65	
	01.81.62200			DEPARTMENTAL SUPPLIE	05.09.2023 - LANDSCAPE TIMBE	1,209.65	
264239	Invoice	06/02/2023	05.10.2023 - MISC HARDWARE - MAY		0.00	13.92	
	01.81.62200			DEPARTMENTAL SUPPLIE	05.10.2023 - MISC HARDWARE -	13.92	
264268	Invoice	06/02/2023	05.10.2023 - SPRING SNAP - MAY		0.00	72.03	
	01.81.62200			DEPARTMENTAL SUPPLIE	05.10.2023 - SPRING SNAP - MA	72.03	
264535	Invoice	06/02/2023	05.16.2023 - MISC HARDWARE - MAY		0.00	41.18	
	01.81.62200			DEPARTMENTAL SUPPLIE	05.16.2023 - MISC HARDWARE -	41.18	
264640	Invoice	06/02/2023	05.18.2023 - MARKING PAINT - TARP - CO		0.00	26.43	
	01.42.62200			DEPARTMENTAL SUPPLIE	05.18.2023 - MARKING PAINT -	26.43	
264675	Invoice	06/02/2023	05.18.2023 - BAKING SODA DEODERIZER -		0.00	5.26	
	01.42.62200			DEPARTMENTAL SUPPLIE	05.18.2023 - BAKING SODA DEO	5.26	
264678	Invoice	06/02/2023	05.18.2023 - MISC PIPE & HARDWARE - C		0.00	1,173.93	
	01.81.62200			DEPARTMENTAL SUPPLIE	05.18.2023 - MISC PIPE & HARD	1,173.93	
02278	Gardeners' Guild		05/31/2023	Regular	0.00	893.00	96035
112993	Invoice	06/02/2023	05.18.2023 - IMAGINATION PARK - 05.04.		0.00	893.00	
	14.81.61150			OUTSIDE SERVICES-OTHE	05.18.2023 - IMAGINATION PAR	893.00	
00104	Grier Argall Plumbing Inc		05/31/2023	Regular	0.00	1,938.36	96036
16164	Invoice	06/02/2023	05.19.2023 - HWH - 1000 SFD BLVD - ICC		0.00	1,093.75	
	31.41.61506			BLDG. MAINT-OTHER	05.19.2023 - HWH - 1000 SFD BL	1,093.75	
16230	Invoice	06/02/2023	05.08.2023 - BACK FLOW TESTING - APRIL		0.00	95.00	
	01.42.61121			OUTSIDE SVCS-CLEAN WA	05.08.2023 - BACK FLOW TESTIN	95.00	
16283	Invoice	06/02/2023	05.19.2023 - LIFTED STEEL GRATES - TOW		0.00	334.61	
	01.41.61506			BLDG. MAINT-OTHER	05.19.2023 - LIFTED STEEL GRAT	334.61	
16304	Invoice	06/02/2023	05.23.2023 - WATER TESTING - ICC - MAY		0.00	415.00	
	31.41.61150			OUTSIDE SERVICES-OTHE	05.23.2023 - WATER TESTING - I	415.00	
00020	Hannibal's Inc Electrical Construction		05/31/2023	Regular	0.00	4,726.19	96037
24993	Invoice	06/02/2023	05.15.2023 - RETROFIT LIGHTING - BANK		0.00	782.63	
	01.42.61131			OUTSIDE SVCS-STREET LI	05.15.2023 - RETROFIT LIGHTIN	782.63	
24994	Invoice	06/02/2023	05.15.2023 - NEW OUTLET - INSTALLATIO		0.00	360.08	
	01.81.61150			OUTSIDE SERVICES-OTHE	05.15.2023 - NEW OUTLET - INS	360.08	

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Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
24995	Invoice	06/02/2023	05.22.2023 - FOUNTAIN LIGHTS - IMAGIN		0.00	3,252.73	
	14.81.61150		OUTSIDE SERVICES-OTHE	05.22.2023 - FOUNTAIN LIGHTS		3,252.73	
24996	Invoice	06/02/2023	05.22.2023 - ENTRY LIGHT - REPAIR - ROB		0.00	330.75	
	34.41.61506		BLDG. MAINT-OTHER	05.22.2023 - ENTRY LIGHT - REP		330.75	
03124	ID Cards, Inc		05/31/2023	Regular	0.00	21.00	96038
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
BC811	Invoice	06/02/2023	05.19.2023 - PVC CARDS - CUSTOM PRINT		0.00	21.00	
	01.41.62200		DEPARTMENTAL SUPPLIE	05.19.2023 - PVC CARDS - CUST		21.00	
00022	Jackson's Hardware Inc.		05/31/2023	Regular	0.00	1,049.99	96039
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
INV0009942	Invoice	06/02/2023	05.30.2023 - REBATE PROGRAM - DUES -		0.00	1,049.99	
	90.41.61100		OUTSIDE SERVICES	05.30.2023 - REBATE PROGRAM		1,049.99	
03281	Jaime E. Valle		05/31/2023	Regular	0.00	4,400.00	96040
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
SA-052623	Invoice	06/02/2023	05.27.2023 - PLAN CHECKING & INSPECTI		0.00	4,400.00	
	01.41.61157		PLAN CHECKING	05.27.2023 - PLAN CHECKING &		4,400.00	
00113	Juan Olsen Sanchez		05/31/2023	Regular	0.00	9,217.89	96041
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
INV0009890	Invoice	06/02/2023	05.23.2023 - GYMNASTICS - PAYMENT 6 -		0.00	9,217.89	
	21.61.61167		TUMBLING SERVICES	05.23.2023 - GYMNASTICS - PAY		9,217.89	
03412	Juliana M.Kohl		05/31/2023	Regular	0.00	1,417.50	96042
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
INV0009941	Invoice	06/02/2023	05.30.2023 - PRIVATE MUSIC LESSONS - M		0.00	1,417.50	
	21.62.61175		KIDS CULTURE SERVICES	05.30.2023 - PRIVATE MUSIC LE		1,417.50	
03451	Kathleen Sanders-Curtis		05/31/2023	Regular	0.00	51.17	96043
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
INV0009888	Invoice	06/02/2023	05.18.2023 - REIMBURSEMENT - PAINT P		0.00	51.17	
	01.81.62200		DEPARTMENTAL SUPPLIE	05.18.2023 - REIMBURSEMENT -		51.17	
03452	Lescure Engineeres, Inc		05/31/2023	Regular	0.00	5,189.85	96044
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
21290	Invoice	06/02/2023	05.19.2023 - SURVEYING CONSULTATIONS		0.00	5,189.85	
	45.41.61150		OUTSIDE SERVICES-OTHE	05.19.2023 - SURVEYING CONS		5,189.85	
00149	Marin County Sheriff's Department		05/31/2023	Regular	0.00	20.00	96045
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
12244	Invoice	06/02/2023	05.11.2023 - LIVE SCAN SERVICES - RECRE		0.00	20.00	
	21.63.61179		PARKSIDE SERVICES	05.11.2023 - LIVE SCAN SERVICE		20.00	
00029	Marin IT		05/31/2023	Regular	0.00	9,187.93	96046
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
2023-24946	Invoice	06/02/2023	05.23.2023 - LATITUDE 5540 LAPTOP - QT		0.00	9,187.93	
	42.21.63003		COMPUTER HARDWARE/	05.23.2023 - LATITUDE 5540 LA		9,187.93	
00142	Marin Municipal Water District		05/31/2023	Regular	0.00	7,550.56	96047

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
119-05122023	Invoice	06/02/2023	119 - MULTIPLE - 03.10.2023 - 05.09.2023		0.00	2,414.79	
	01.81.61703		UTILITIES-WATER	119 - MULTIPLE - 03.10.2023 - 0		2,414.79	
120-05122023	Invoice	06/02/2023	120 - MULTIPLE - 03.10.2023 - 05.09.2023		0.00	1,196.45	
	01.81.61703		UTILITIES-WATER	120 - MULTIPLE - 03.10.2023 - 0		1,196.45	
152-05122023	Invoice	06/02/2023	152 - SF BLVD - 03.10.2023 - 05.09.2023		0.00	444.76	
	01.42.61703		UTILITIES-WATER	152 - SF BLVD - 03.10.2023 - 05.		444.76	
495-05122023	Invoice	06/02/2023	495 - MAGNOLIA AVE - 03.10.2023 - 05.0		0.00	86.63	
	01.42.61703		UTILITIES-WATER	495 - MAGNOLIA AVE - 03.10.20		86.63	
622-05122023	Invoice	06/02/2023	622 - IMAGINATION PARK - 03.10.2023 - 0		0.00	86.63	
	14.81.61150		OUTSIDE SERVICES-OTHE	622 - IMAGINATION PARK - 03.1		86.63	
623-05122023	Invoice	06/02/2023	623- IMAGINATION PARK - 03.10.2023 - 0		0.00	86.63	
	14.81.61701		UTILITIES-ELECTRICITY	623- IMAGINATION PARK - 03.1		86.63	
624-05122023	Invoice	06/02/2023	624 - IMAGINATION PARK - 03.10.2023 - 0		0.00	86.63	
	14.81.61150		OUTSIDE SERVICES-OTHE	624 - IMAGINATION PARK - 03.1		86.63	
665-05122023	Invoice	06/02/2023	665. - SF BLVD - 03.10.2023 - 05.09.2023		0.00	332.76	
	01.42.61703		UTILITIES-WATER	665. - SF BLVD - 03.10.2023 - 05.		332.76	
752-05122023	Invoice	06/02/2023	752 - SUNNY HILLS DR - 03.10.2023 - 05.0		0.00	556.31	
	01.81.61703		UTILITIES-WATER	752 - SUNNY HILLS DR - 03.10.2		556.31	
761-05122023	Invoice	06/02/2023	761 - RED HILL & SEQUOIA - 03.10.2023 -		0.00	287.27	
	01.81.61703		UTILITIES-WATER	761 - RED HILL & SEQUOIA - 03.		287.27	
808-05122023	Invoice	06/02/2023	808 - 525 SAN ANSELMO AVE - 03.10.23 -		0.00	1,369.67	
	41.41.61701		UTILITIES	808 - 525 SAN ANSELMO AVE - 0		1,369.67	
939-05122023	Invoice	06/02/2023	939 - 634 SAN ANSELMO AVE - 03.10.23 -		0.00	86.63	
	01.81.61703		UTILITIES-WATER	939 - 634 SAN ANSELMO AVE - 0		86.63	
943-05122023	Invoice	06/02/2023	943 - 237 CRESCENT RD - 03.10.2023 - 05.		0.00	515.40	
	01.81.61703		UTILITIES-WATER	943 - 237 CRESCENT RD - 03.10.		257.70	
	32.81.61703		UTILITIES-WATER	943 - 237 CRESCENT RD - 03.10.		257.70	
03211	ODP Business Solutions LLC		05/31/2023	Regular	0.00	845.19	96048
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
309982818001	Invoice	06/02/2023	05.16.2023 - I HEALTH COVID TESTS - QTY		0.00	81.90	
	01.12.62000		OFFICE SUPPLIES	05.16.2023 - I HEALTH COVID TE		81.90	
310801726001	Invoice	06/02/2023	05.23.2023 - PAPER - OFFICE SUPPLIES - A		0.00	232.39	
	01.12.62000		OFFICE SUPPLIES	05.23.2023 - PAPER - OFFICE SU		232.39	
312029696001	Invoice	06/02/2023	05.04.2023 - OFFICE SUPPLIES - LIBRARY -		0.00	59.57	
	27.71.62200		DEPARTMENTAL SUPPLIE	05.04.2023 - OFFICE SUPPLIES -		59.57	
314785955001	Invoice	06/02/2023	05.23.2023 - TONER - OFFICE SUPPLIES - A		0.00	471.33	
	01.12.62000		OFFICE SUPPLIES	05.23.2023 - TONER - OFFICE SU		471.33	
00892	Office of the State Controller		05/31/2023	Regular	0.00	60.57	96049
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
FTB-00005974	Invoice	06/02/2023	05.18.2023 - FTB OFFSETS - 01.012.2022 -		0.00	60.57	
	01.12.61150		OUTSIDE SERVICES-OTHE	05.18.2023 - FTB OFFSETS - 01.0		60.57	
00128	Pacific Gas & Electric		05/31/2023	Regular	0.00	2,582.63	96050
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
146-05122023	Invoice	06/02/2023	146 - EV CHARGING STATION - 04.06.2023		0.00	2,086.83	
	13.42.61114		OUTSIDE SRV: PARKING	146 - EV CHARGING STATION - 0		2,086.83	
216-05122023	Invoice	06/02/2023	216 - IMAGINATION PARK - 04.06.2023 - 0		0.00	124.59	
	14.81.61150		OUTSIDE SERVICES-OTHE	216 - IMAGINATION PARK - 04.0		124.59	

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Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
355-05112023	Invoice	06/02/2023	355 - CORPYARD UTILITIES - 04.05.2023 -		0.00	371.21	
	41.41.61701		UTILITIES	355 - CORPYARD UTILITIES - 04.	371.21		
00165	Pacific Telemanagement Services - PTS		05/31/2023	Regular	0.00	53.00	96051
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
2106002	Invoice	06/02/2023	05.11.2023 - TH PAYPHONE - MAY		0.00	53.00	
	01.21.61150		OUTSIDE SERVICES-OTHE	05.11.2023 - TH PAYPHONE - M	53.00		
00540	Ross Recreation Equipment Inc		05/31/2023	Regular	0.00	220.65	96052
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
123067	Invoice	06/02/2023	05.18.2023 - GRETA GRACE NAHRGANG P		0.00	220.65	
	01.81.61150		OUTSIDE SERVICES-OTHE	05.18.2023 - GRETA GRACE NAH	220.65		
00181	Ross Valley Fire Department		05/31/2023	Regular	0.00	73,769.75	96053
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
2023-2-4	Invoice	06/02/2023	05.20.2023 - ELITE TREE TRIMMING SERVI		0.00	8,400.00	
	35.41.61150		OUTSIDE SERVICES-OTHE	05.20.2023 - ELITE TREE TRIMM	8,400.00		
2023-2-5	Invoice	06/02/2023	05.20.2023 - ELITE TREE TRIMMING SERVI		0.00	7,600.00	
	35.41.61150		OUTSIDE SERVICES-OTHE	05.20.2023 - ELITE TREE TRIMM	7,600.00		
2023-2-6	Invoice	06/02/2023	05.20.2023 - ELITE TRIMMING SERVICES -		0.00	7,200.00	
	35.41.61150		OUTSIDE SERVICES-OTHE	05.20.2023 - ELITE TRIMMING S	7,200.00		
8279	Invoice	06/02/2023	05.20.2023 - WORLD TREE SERVICES - MA		0.00	14,910.00	
	35.41.61150		OUTSIDE SERVICES-OTHE	05.20.2023 - WORLD TREE SERV	14,910.00		
8280	Invoice	06/02/2023	05.20.2023 - WORLD TREE SERVICES - MA		0.00	14,910.00	
	35.41.61150		OUTSIDE SERVICES-OTHE	05.20.2023 - WORLD TREE SERV	14,910.00		
8281	Invoice	06/02/2023	05.20.2023 - WORLD TREE SERVICES - MA		0.00	14,910.00	
	35.41.61150		OUTSIDE SERVICES-OTHE	05.20.2023 - WORLD TREE SERV	14,910.00		
8282	Invoice	06/02/2023	05.20.2023 - WORLD TREE SERVICE - MAY		0.00	5,839.75	
	35.41.61150		OUTSIDE SERVICES-OTHE	05.20.2023 - WORLD TREE SERV	5,839.75		
00184	Safeway Inc		05/31/2023	Regular	0.00	29.62	96054
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
808663-052523-1	Invoice	06/02/2023	05.25.2023 - PARKSIDE SUPPLIES - MAY		0.00	29.62	
	21.63.62979		PARKSIDE SUPPLIES	05.25.2023 - PARKSIDE SUPPLIE	29.62		
03455	SiteOne Landscape Supply Holding, LLC		05/31/2023	Regular	0.00	30,606.55	96055
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
129504642-001	Invoice	06/02/2023	05.11.2023 - GRAVELY LAWN MOWER - C		0.00	30,606.55	
	50.41.63000		EQUIPMENT	05.11.2023 - GRAVELY LAWN M	30,606.55		
00024	T & B Sports Inc		05/31/2023	Regular	0.00	566.76	96056
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
0000156406	Invoice	06/02/2023	05.18.2023 - SOFT BALL BATS - RECREATIO		0.00	566.76	
	21.61.62965		SOFTBALL SUPPLIES	05.18.2023 - SOFT BALL BATS - R	566.76		
00130	Terminix Processing Center		05/31/2023	Regular	0.00	88.00	96057
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
433751252	Invoice	06/02/2023	05.23.2023 - PEST CONTROL - 525 SAN AN		0.00	88.00	
	01.81.61150		OUTSIDE SERVICES-OTHE	05.23.2023 - PEST CONTROL - 5	88.00		
03207	Toni DeFrancis		05/31/2023	Regular	0.00	360.00	96058

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	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
2023-PC521	Invoice	06/02/2023	05.21.2023 - TRANSCRIPTION SRVCS - 4 H		0.00	160.00	
	01.18.61150		OUTSIDE SERVICES-OTHE	05.21.2023 - TRANSCRIPTION S	160.00		
2023-TC59	Invoice	06/02/2023	05.17.2023 - TRANSCRIPTION SRVCS - 5 H		0.00	200.00	
	01.12.61150		OUTSIDE SERVICES-OTHE	05.17.2023 - TRANSCRIPTION S	200.00		
00696	Town of Fairfax		05/31/2023	Regular	0.00	14,236.97	96059
1-2023-0331	Invoice	06/02/2023	05.15.2023 - REIMBURSEMENT - SEAN YO		0.00	14,236.97	
	90.41.61100		OUTSIDE SERVICES	05.15.2023 - REIMBURSEMENT -	14,236.97		
03094	TRC Companies		05/31/2023	Regular	0.00	1,584.00	96060
40415	Invoice	06/02/2023	05.18.2023 - CONSTRUCTION INSPECTOR		0.00	1,584.00	
	01.41.61150		OUTSIDE SERVICES-OTHE	05.18.2023 - CONSTRUCTION IN	1,584.00		
02905	Wells Fargo Vendor Financial Services, LLC		05/31/2023	Regular	0.00	925.01	96061
5025102884	Invoice	06/02/2023	05.12.2023 - COPIER LEASE - MAY		0.00	925.01	
	42.21.63003		COMPUTER HARDWARE/	05.12.2023 - COPIER LEASE - MA	925.01		
03454	Willdan Engineering		05/31/2023	Regular	0.00	810.00	96062
00228693	Invoice	06/02/2023	05.11.2023 - PLANS EXAMINER I - 6 HRS -		0.00	810.00	
	01.41.61157		PLAN CHECKING	05.11.2023 - PLANS EXAMINER I	810.00		
02818	Yara Fraser		05/31/2023	Regular	0.00	130.00	96063
0005	Invoice	06/02/2023	05.20.2023 - SAT STORYTIME - 05.20.2023		0.00	130.00	
	01.71.61132		OUTSIDE SVCS-PROGRAM	05.20.2023 - SAT STORYTIME - 0	130.00		
01281	Payroll Resources Group		05/05/2023	Bank Draft	0.00	85.00	DFT04399
13472	Invoice	05/05/2023	May 2023 S125 Processing Fee		0.00	85.00	
	01.12.61107		OUTSIDE SVCS-ACCOUNTI	May 2023 S125 Processing Fee	85.00		
00362	Town of San Anselmo		05/18/2023	Bank Draft	0.00	245,973.88	DFT04406
INV0009792	Invoice	05/04/2023	5-15-2023 TSA To Fund Payroll		0.00	245,973.88	
	01.00.20299		PAYROLL PAYABLE	5-15-2023 TSA To Fund Payroll	175,612.40		
	01.00.20299		PAYROLL PAYABLE	5-15-2023 TSA To Fund Payroll	3,861.51		
	01.00.20299		PAYROLL PAYABLE	5-15-2023 TSA To Fund Payroll	-1,010.42		
	12.00.20299		PAYROLL PAYABLE	5-15-2023 TSA To Fund Payroll	8,764.83		
	12.00.20299		PAYROLL PAYABLE	5-15-2023 TSA To Fund Payroll	-82.50		
	19.00.20299		PAYROLL PAYABLE	5-15-2023 TSA To Fund Payroll	9,375.13		
	21.00.20299		PAYROLL PAYABLE	5-15-2023 TSA To Fund Payroll	37,438.71		
	21.00.20299		PAYROLL PAYABLE	5-15-2023 TSA To Fund Payroll	-238.33		
	27.00.20299		PAYROLL PAYABLE	5-15-2023 TSA To Fund Payroll	12,252.55		
00362	Town of San Anselmo		05/19/2023	Bank Draft	0.00	201,622.55	DFT04424

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INV0009887	Invoice	05/19/2023	5-31-2023 To Fund Payroll	0.00	201,622.55	
	01.00.20299	PAYROLL PAYABLE	5-31-2023 To Fund Payroll		142,392.27	
	01.00.20299	PAYROLL PAYABLE	5-31-2023 To Fund Payroll		3,815.00	
	01.00.20299	PAYROLL PAYABLE	5-31-2023 To Fund Payroll		-1,010.42	
	12.00.20299	PAYROLL PAYABLE	5-31-2023 To Fund Payroll		6,356.90	
	12.00.20299	PAYROLL PAYABLE	5-31-2023 To Fund Payroll		-82.50	
	19.00.20299	PAYROLL PAYABLE	5-31-2023 To Fund Payroll		8,200.87	
	21.00.20299	PAYROLL PAYABLE	5-31-2023 To Fund Payroll		33,452.42	
	21.00.20299	PAYROLL PAYABLE	5-31-2023 To Fund Payroll		-238.33	
	27.00.20299	PAYROLL PAYABLE	5-31-2023 To Fund Payroll		8,736.34	
00402	US Bank		05/30/2023 Bank Draft	0.00	33,156.32	DFT04425
INV0009676	Invoice	04/22/2023	03.24.2023 - WASKEY - ANDRONICOS - BO	0.00	13.66	
	01.71.61132	OUTSIDE SVCS-PROGRAM	03.24.2023 - WASKEY - ANDRO		13.66	
INV0009677	Invoice	04/22/2023	03.26.2023 - WASKEY - AMAZON - SPEAKE	0.00	28.22	
	01.71.61132	OUTSIDE SVCS-PROGRAM	03.26.2023 - WASKEY - AMAZO		28.22	
INV0009678	Invoice	04/22/2023	03.29.2023 - WASKEY - COPPERFIELDS - B	0.00	15.71	
	01.71.61132	OUTSIDE SVCS-PROGRAM	03.29.2023 - WASKEY - COPPER		15.71	
INV0009679	Invoice	04/22/2023	04.15.2023 - WASKEY - DHARMA TRADIN	0.00	32.20	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.15.2023 - WASKEY - DHARM		32.20	
INV0009680	Invoice	04/22/2023	04.17.2023 - WASKEY - AMAZON - EGG SH	0.00	41.43	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.17.2023 - WASKEY - AMAZO		41.43	
INV0009681	Invoice	04/22/2023	04.23.2023 - WASKEY - AMAZON - ENGLIS	0.00	48.48	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.23.2023 - WASKEY - AMAZO		48.48	
INV0009682	Invoice	04/22/2023	04.21.2023 - WASKEY - AMAZON - SPANIS	0.00	86.80	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.21.2023 - WASKEY - AMAZO		86.80	
INV0009683	Invoice	04/22/2023	03.28.2023 - KENTON - AMAZON - COLLE	0.00	78.53	
	27.71.62301	ADULT BOOKS	03.28.2023 - KENTON - AMAZO		78.53	
INV0009684	Invoice	04/22/2023	03.31.2023 - KENTON - MMANC - MEMBE	0.00	75.00	
	01.71.61000	TRAINING	03.31.2023 - KENTON - MMANC		75.00	
INV0009685	Invoice	04/22/2023	03.31.2023 - KENTON - MMANC - CONFER	0.00	135.00	
	01.71.61000	TRAINING	03.31.2023 - KENTON - MMANC		135.00	
INV0009686	Invoice	04/22/2023	04.12.2023 - KENTON - CLA - LIBRARY ME	0.00	195.00	
	01.71.61000	TRAINING	04.12.2023 - KENTON - CLA - LIB		195.00	
INV0009687	Invoice	04/22/2023	04.23.2023 - KENTON - ZOOM - SUBSCRIP	0.00	149.90	
	01.71.61150	OUTSIDE SERVICES-OTHE	04.23.2023 - KENTON - ZOOM -		149.90	
INV0009688	Invoice	04/22/2023	03.27.2023 - AVILA - UNITED MARKET - TC	0.00	59.98	
	01.11.62200	DEPARTMENTAL SUPPLIE	03.27.2023 - AVILA - UNITED M		59.98	
INV0009689	Invoice	04/22/2023	03.28.2023 - AVILA - UNITED MARKETS - T	0.00	19.54	
	01.11.62200	DEPARTMENTAL SUPPLIE	03.28.2023 - AVILA - UNITED M		19.54	
INV0009690	Invoice	04/22/2023	03.28.2023 - AVILA - STAPLES - TC FOOD	0.00	6.37	
	01.11.62200	DEPARTMENTAL SUPPLIE	03.28.2023 - AVILA - STAPLES - T		6.37	
INV0009691	Invoice	04/22/2023	04.11.2023 - AVILA - COMFORTS - TC FOO	0.00	49.50	
	01.11.62200	DEPARTMENTAL SUPPLIE	04.11.2023 - AVILA - COMFORTS		49.50	
INV0009692	Invoice	04/22/2023	04.11.2023 - AVILA - COMFORTS - TC FOO	0.00	28.18	
	01.11.62200	DEPARTMENTAL SUPPLIE	04.11.2023 - AVILA - COMFORTS		28.18	
INV0009693	Invoice	04/22/2023	03.27.2023 - CLIFFORD - ZOOM -SUBSCRI	0.00	4,962.94	
	01.21.61150	OUTSIDE SERVICES-OTHE	03.27.2023 - CLIFFORD - ZOOM		6,795.00	
	01.42.62200	DEPARTMENTAL SUPPLIE	03.27.2023 - CLIFFORD - ZOOM		-916.03	
	01.42.62200	DEPARTMENTAL SUPPLIE	03.27.2023 - CLIFFORD - ZOOM		-546.24	
	01.42.62200	DEPARTMENTAL SUPPLIE	03.27.2023 - CLIFFORD - ZOOM		-369.79	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0009694	Invoice	04/22/2023	04.06.2023 - CLIFFORD - ADOBE - SUBSCR	0.00	516.82	
	42.21.63003	COMPUTER HARDWARE/	04.06.2023 - CLIFFORD - ADOBE		516.82	
INV0009695	Invoice	04/22/2023	04.11.2023 - CLIFFORD - STAPLES - CORPY	0.00	916.03	
	01.42.62200	DEPARTMENTAL SUPPLIE	04.11.2023 - CLIFFORD - STAPLE		916.03	
INV0009696	Invoice	04/22/2023	04.11.2023 - CLIFFORD - STAPLES - CORPY	0.00	916.03	
	01.42.62200	DEPARTMENTAL SUPPLIE	04.11.2023 - CLIFFORD - STAPLE		916.03	
INV0009698	Invoice	04/22/2023	04.11.2023 - CLIFFORD - STAPLES - CORPY	0.00	546.24	
	01.42.62200	DEPARTMENTAL SUPPLIE	04.11.2023 - CLIFFORD - STAPLE		546.24	
INV0009699	Invoice	04/22/2023	04.11.2023 - CLIFFORD - ODP - CORPYARD	0.00	260.88	
	01.42.62200	DEPARTMENTAL SUPPLIE	04.11.2023 - CLIFFORD - ODP - C		260.88	
INV0009700	Invoice	04/22/2023	04.12.2023 - CLIFFORD - ANDRONICOS - L	0.00	11.70	
	01.41.61806	MISC HIRING EXPENSES	04.12.2023 - CLIFFORD - ANDRO		11.70	
INV0009701	Invoice	04/22/2023	04.12.2023 - CLIFFORD - BAAN THAI - LUN	0.00	97.01	
	01.41.61806	MISC HIRING EXPENSES	04.12.2023 - CLIFFORD - BAAN T		97.01	
INV0009702	Invoice	04/22/2023	04.14.2023 - CLIFFORD - CUCINA - LUNCH	0.00	84.82	
	01.41.61806	MISC HIRING EXPENSES	04.14.2023 - CLIFFORD - CUCIN		84.82	
INV0009703	Invoice	04/22/2023	04.13.2023 - CLIFFORD - CUCINA - LUNCH	0.00	53.29	
	01.41.61806	MISC HIRING EXPENSES	04.13.2023 - CLIFFORD - CUCIN		53.29	
INV0009707	Invoice	04/22/2023	04.01.2023 - LEYLAND - BLICK - ART SUPP	0.00	77.41	
	01.71.61132	OUTSIDE SVCS-PROGRAM	04.01.2023 - LEYLAND - BLICK -		77.41	
INV0009708	Invoice	04/22/2023	04.04.2023 - LEYLAND - USPS - LOAN RET	0.00	8.09	
	01.71.61150	OUTSIDE SERVICES-OTHE	04.04.2023 - LEYLAND - USPS - L		8.09	
INV0009709	Invoice	04/22/2023	03.24.2023 - O'GRADY - AMAZON - TODD	0.00	18.43	
	21.62.62975	KIDS CULTURE SUPPLIES	03.24.2023 - O'GRADY - AMAZO		18.43	
INV0009710	Invoice	04/22/2023	03.27.2023 - O'GRADY - AMAZON - TODD	0.00	57.71	
	21.62.62975	KIDS CULTURE SUPPLIES	03.27.2023 - O'GRADY - AMAZO		57.71	
INV0009711	Invoice	04/22/2023	03.28.2023 - O'GRADY - MEGACHESS - GA	0.00	239.00	
	21.63.62979	PARKSIDE SUPPLIES	03.28.2023 - O'GRADY - MEGAC		239.00	
INV0009712	Invoice	04/22/2023	03.28.2023 - O'GRADY - CHESS HOUSE - G	0.00	319.00	
	21.63.62979	PARKSIDE SUPPLIES	03.28.2023 - O'GRADY - CHESS		319.00	
INV0009713	Invoice	04/22/2023	03.28.2023 0 O'GRADY - AMAZON - EGG	0.00	173.16	
	60.00.48142	EGG HUNT	03.28.2023 0 O'GRADY - AMAZO		173.16	
INV0009714	Invoice	04/22/2023	03.28.2023 - O'GRADY - AMAZON - ROBS	0.00	78.60	
	21.63.62987	ROBSON AFTER SCHOOL	03.28.2023 - O'GRADY - AMAZO		78.60	
INV0009715	Invoice	04/22/2023	03.30.2023 - O'GRADY - COMCAST - ROBS	0.00	93.65	
	21.63.61187	ROBSON AFTER SCHOOL	03.30.2023 - O'GRADY - COMCA		93.65	
INV0009716	Invoice	04/22/2023	03.30.2023 - O'GRADY - AMAZON - ROBS	0.00	330.64	
	21.63.62987	ROBSON AFTER SCHOOL	03.30.2023 - O'GRADY - AMAZO		330.64	
INV0009717	Invoice	04/22/2023	04.02.2023 - O'GRADY - AMAZON - EGG H	0.00	315.16	
	60.00.48142	EGG HUNT	04.02.2023 - O'GRADY - AMAZO		315.16	
INV0009718	Invoice	04/22/2023	04.07.2023 - O'GRADY - STEFANOS PIZZA -	0.00	101.46	
	21.63.62987	ROBSON AFTER SCHOOL	04.07.2023 - O'GRADY - STEFAN		101.46	
INV0009719	Invoice	04/22/2023	04.17.2023 - O'GRADY - AMAZON - OFFIC	0.00	235.87	
	21.65.62000	OFFICE SUPPLIES	04.17.2023 - O'GRADY - AMAZO		235.87	
INV0009720	Invoice	04/22/2023	04.18.2023 - O'GRADY - ORIENTAL TRADI	0.00	847.46	
	21.63.62984	CAMP KIDMARIN MIGHT	04.18.2023 - O'GRADY - ORIENT		847.46	
INV0009721	Invoice	04/22/2023	04.21.2023 - O'GRADY - AMAZON - SUPPL	0.00	40.41	
	21.63.62984	CAMP KIDMARIN MIGHT	04.21.2023 - O'GRADY - AMAZO		40.41	
INV0009722	Invoice	04/22/2023	04.21.2023 - O'GRADY - AMAZON - SUPPL	0.00	64.40	
	21.63.62984	CAMP KIDMARIN MIGHT	04.21.2023 - O'GRADY - AMAZO		64.40	
INV0009723	Invoice	04/22/2023	03.24.2023 - HEALY - NORTH BAY NISSAN	0.00	1,735.66	
	01.42.62988	VEHICLE-FUEL/OIL/TIRES	03.24.2023 - HEALY - NORTH BA		1,735.66	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0009724	Invoice	04/22/2023	03.27.2023 - HEALY - STAPLES - OFFICE SU	0.00	461.16	
	01.81.62000	OFFICE SUPPLIES	03.27.2023 - HEALY - STAPLES -		461.16	
INV0009725	Invoice	04/22/2023	03.27.2023 - HEALY - CARTELLIGENT - BRO	0.00	495.00	
	01.42.62988	VEHICLE-FUEL/OIL/TIRES	03.27.2023 - HEALY - CARTELLIG		495.00	
INV0009726	Invoice	04/22/2023	03.29.2023 - HEALY - ULINE - AWNING FA	0.00	1,515.05	
	01.81.62200	DEPARTMENTAL SUPPLIE	03.29.2023 - HEALY - ULINE - A		1,515.05	
INV0009727	Invoice	04/22/2023	04.03.2023 - HEALY - AMAZON - OFFICE S	0.00	81.75	
	01.81.62000	OFFICE SUPPLIES	04.03.2023 - HEALY - AMAZON -		81.75	
INV0009729	Invoice	04/22/2023	03.24.2023 - MAUK - EBAY - SUPPLIES	0.00	38.15	
	21.62.61170	ADULT ART & CULTURE SE	03.24.2023 - MAUK - EBAY - SUP		38.15	
INV0009730	Invoice	04/22/2023	03.24.2023 - MAUK - AMAZON - SUPPLIES	0.00	97.24	
	21.62.61170	ADULT ART & CULTURE SE	03.24.2023 - MAUK - AMAZON -		97.24	
INV0009731	Invoice	04/22/2023	03.24.2023 - MAUK - AMAZON - SUPPLIES	0.00	29.34	
	21.62.61170	ADULT ART & CULTURE SE	03.24.2023 - MAUK - AMAZON -		29.34	
INV0009732	Invoice	04/22/2023	03.26.2023 - MAUK - AMAZON - SUPPLIES	0.00	18.48	
	21.62.61170	ADULT ART & CULTURE SE	03.26.2023 - MAUK - AMAZON -		18.48	
INV0009733	Invoice	04/22/2023	03.27.2023 - MAUK - JOHNNY DONUTS - S	0.00	51.21	
	21.65.61000	TRAINING	03.27.2023 - MAUK - JOHNNY D		51.21	
INV0009734	Invoice	04/22/2023	03.23.2023 - MAUK - BAAN THAI - SUPPLI	0.00	61.33	
	21.65.61000	TRAINING	03.23.2023 - MAUK - BAAN THA		61.33	
INV0009735	Invoice	04/22/2023	03.28.2023 - MAUK - AMAZON - SUPPLIES	0.00	86.98	
	21.62.61170	ADULT ART & CULTURE SE	03.28.2023 - MAUK - AMAZON -		86.98	
INV0009736	Invoice	04/22/2023	03.29.2023 - MAUK - CVS - SUPPLIES	0.00	32.60	
	21.65.62000	OFFICE SUPPLIES	03.29.2023 - MAUK - CVS - SUPP		32.60	
INV0009737	Invoice	04/22/2023	03.29.2023 - MAUK - MMANC - SUPPLIES	0.00	135.00	
	21.65.62000	OFFICE SUPPLIES	03.29.2023 - MAUK - MMANC -		135.00	
INV0009738	Invoice	04/22/2023	03.30.2023 - MAUK - ADOBE - SUBSCRIPTI	0.00	9.99	
	21.65.61905	PROMOTION/MARKETIN	03.30.2023 - MAUK - ADOBE - S		9.99	
INV0009739	Invoice	04/22/2023	03.30.2023 - MAUK - OFFICE DEPOT - SUP	0.00	13.91	
	21.65.62000	OFFICE SUPPLIES	03.30.2023 - MAUK - OFFICE DE		13.91	
INV0009740	Invoice	04/22/2023	03.30.2023 - MAUK - OFFICE DEPOT - SUP	0.00	25.65	
	21.65.62000	OFFICE SUPPLIES	03.30.2023 - MAUK - OFFICE DE		25.65	
INV0009741	Invoice	04/22/2023	03.30.2023 - MAUK - OFFICE DEPOT - SUP	0.00	355.78	
	21.65.62000	OFFICE SUPPLIES	03.30.2023 - MAUK - OFFICE DE		355.78	
INV0009742	Invoice	04/22/2023	03.30.2023 - MAUK - OFFICE DEPOT- SUP	0.00	13.91	
	21.65.62000	OFFICE SUPPLIES	03.30.2023 - MAUK - OFFICE DE		13.91	
INV0009743	Invoice	04/22/2023	04.01.2023 - MAUK - AMAZON - SUPPLIES	0.00	16.30	
	21.65.61302	DUES	04.01.2023 - MAUK - AMAZON -		16.30	
INV0009744	Invoice	04/22/2023	04.04.2023 - MAUK - A&S LANDSCAPE - M	0.00	612.37	
	32.00.49027	Garden Dues	04.04.2023 - MAUK - A&S LAND		612.37	
INV0009745	Invoice	04/22/2023	04.10.2023 - MAUK - OFFICE DEPOT - SUP	0.00	347.90	
	21.65.62000	OFFICE SUPPLIES	04.10.2023 - MAUK - OFFICE DE		347.90	
INV0009746	Invoice	04/22/2023	04.13.2023 - MAUK - OFFICE DEPOT - SUP	0.00	91.52	
	21.65.62000	OFFICE SUPPLIES	04.13.2023 - MAUK - OFFICE DE		91.52	
INV0009747	Invoice	04/22/2023	04.18.2023 - MAUK - AMAZON - SUPPLIES	0.00	117.86	
	21.65.62000	OFFICE SUPPLIES	04.18.2023 - MAUK - AMAZON -		117.86	
INV0009748	Invoice	04/22/2023	04.19.2023 - MAUK - AMAZON - SUPPLIES	0.00	28.46	
	21.65.62000	OFFICE SUPPLIES	04.19.2023 - MAUK - AMAZON -		28.46	
INV0009749	Invoice	04/22/2023	04.19.2023 - MAUK - AMAZON - SUPPLIES	0.00	99.67	
	21.65.62000	OFFICE SUPPLIES	04.19.2023 - MAUK - AMAZON -		99.67	
INV0009750	Invoice	04/22/2023	03.22.2023 - JONES - AMAZON - OUTLET	0.00	23.86	
	21.63.62979	PARKSIDE SUPPLIES	03.22.2023 - JONES - AMAZON -		23.86	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0009782	Invoice	04/22/2023	03.23.2023 - JONES - DISCOUNT STORE - S	0.00	875.24	
	21.63.62979	PARKSIDE SUPPLIES	03.23.2023 - JONES - DISCOUNT		875.24	
INV0009783	Invoice	04/22/2023	03.23.2023 - JONES - AMAZON - SUPPLIES	0.00	35.25	
	21.63.62979	PARKSIDE SUPPLIES	03.23.2023 - JONES - AMAZON -		35.25	
INV0009784	Invoice	04/22/2023	03.23.2023 - JONES - AMAZON - SUPPLIES	0.00	44.09	
	21.63.62979	PARKSIDE SUPPLIES	03.23.2023 - JONES - AMAZON -		44.09	
INV0009785	Invoice	04/22/2023	03.23.2023 - JONES - PAYPAL - WIPES	0.00	40.77	
	21.63.62979	PARKSIDE SUPPLIES	03.23.2023 - JONES - PAYPAL -		40.77	
INV0009786	Invoice	04/22/2023	03.26.2023 - JONES - AMAZON - DISHSOA	0.00	18.36	
	21.63.62979	PARKSIDE SUPPLIES	03.26.2023 - JONES - AMAZON -		18.36	
INV0009787	Invoice	04/22/2023	04.03.2023 - JONES - PAYPAL - SUPPLIES	0.00	397.97	
	21.63.62979	PARKSIDE SUPPLIES	04.03.2023 - JONES - PAYPAL - S		397.97	
INV0009788	Invoice	04/22/2023	04.03.2023 - JONES - AMAZON - SUPPLIES	0.00	14.19	
	21.63.62979	PARKSIDE SUPPLIES	04.03.2023 - JONES - AMAZON -		14.19	
INV0009789	Invoice	04/22/2023	04.03.2023 - JONES - AMAZON - BRUSHES	0.00	30.56	
	21.63.62979	PARKSIDE SUPPLIES	04.03.2023 - JONES - AMAZON -		30.56	
INV0009790	Invoice	04/22/2023	04.03.2023 - JONES - AMAZON - BROOM	0.00	29.49	
	21.63.62979	PARKSIDE SUPPLIES	04.03.2023 - JONES - AMAZON -		29.49	
INV0009791	Invoice	04/22/2023	04.05.2023 - JONES - AMAZON - SUPPLIES	0.00	21.72	
	21.63.62979	PARKSIDE SUPPLIES	04.05.2023 - JONES - AMAZON -		21.72	
INV0009793	Invoice	04/22/2023	04.12.2023 - JONES - AMAZON - SUPPLIES	0.00	356.73	
	21.63.62979	PARKSIDE SUPPLIES	04.12.2023 - JONES - AMAZON -		356.73	
INV0009794	Invoice	04/22/2023	04.13.2023 - JONES - AMAZON - SUPPLIES	0.00	52.15	
	21.63.62979	PARKSIDE SUPPLIES	04.13.2023 - JONES - AMAZON -		52.15	
INV0009795	Invoice	04/22/2023	04.13.2023 - JONES - AMAZON - SUPPLIES	0.00	31.41	
	21.63.62979	PARKSIDE SUPPLIES	04.13.2023 - JONES - AMAZON -		31.41	
INV0009796	Invoice	04/22/2023	04.13.2023 - JONES - AMAZON - BEADS	0.00	79.67	
	21.63.62979	PARKSIDE SUPPLIES	04.13.2023 - JONES - AMAZON -		79.67	
INV0009797	Invoice	04/22/2023	04.13.2023 - JONES - AMAZON - SUPPLIES	0.00	17.46	
	21.63.62979	PARKSIDE SUPPLIES	04.13.2023 - JONES - AMAZON -		17.46	
INV0009798	Invoice	04/22/2023	04.13.2023 - JONES - AMAZON - SUPPLIES	0.00	202.06	
	21.63.62979	PARKSIDE SUPPLIES	04.13.2023 - JONES - AMAZON -		202.06	
INV0009799	Invoice	04/22/2023	04.13.2023 - JONES - AMAZON - SUPPLIES	0.00	28.38	
	21.63.62979	PARKSIDE SUPPLIES	04.13.2023 - JONES - AMAZON -		28.38	
INV0009801	Invoice	04/22/2023	04.13.2023 - JONES - AMAZON - SUPPLIES	0.00	135.21	
	21.63.62979	PARKSIDE SUPPLIES	04.13.2023 - JONES - AMAZON -		135.21	
INV0009802	Invoice	04/22/2023	04.15.2023 - JONES - AMAZON - SUPPLIES	0.00	15.28	
	21.63.62979	PARKSIDE SUPPLIES	04.15.2023 - JONES - AMAZON -		15.28	
INV0009803	Invoice	04/22/2023	04.16.2023 - JONES - AMAZON - SUPPLIES	0.00	170.27	
	21.63.62979	PARKSIDE SUPPLIES	04.16.2023 - JONES - AMAZON -		170.27	
INV0009804	Invoice	04/22/2023	03.22.2023 - MIHAN - RED HILL CLEANERS	0.00	61.80	
	21.61.62961	BASKETBALL SUPPLIES	03.22.2023 - MIHAN - RED HILL		61.80	
INV0009805	Invoice	04/22/2023	03.22.2023 - MIHAN - AMAZON - SUPPLIE	0.00	41.98	
	01.81.62206	Snack Shack	03.22.2023 - MIHAN - AMAZON		41.98	
INV0009806	Invoice	04/22/2023	03.28.2023 - MIHAN - RED HILL CLEANERS	0.00	10.30	
	21.61.62965	SOFTBALL SUPPLIES	03.28.2023 - MIHAN - RED HILL		10.30	
INV0009807	Invoice	04/22/2023	03.31.2023 - MIHAN - AMAZON - HELMET	0.00	260.80	
	21.61.62965	SOFTBALL SUPPLIES	03.31.2023 - MIHAN - AMAZON		260.80	
INV0009808	Invoice	04/22/2023	03.31.2023 - MIHAN - AMAZON - SOFTBA	0.00	304.44	
	21.61.62965	SOFTBALL SUPPLIES	03.31.2023 - MIHAN - AMAZON		304.44	
INV0009809	Invoice	04/22/2023	03.31.2023 - MIHAN - AMAZON - SUPPLIE	0.00	439.01	
	21.61.62965	SOFTBALL SUPPLIES	03.31.2023 - MIHAN - AMAZON		439.01	

Check Report **Date Range: 05/01/2023 - 05/31/2023**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0009810	Invoice	04/22/2023	04.03.2023 - MIHAN - AMAZON - GEAR S	0.00	173.48	
	21.61.62965	SOFTBALL SUPPLIES	04.03.2023 - MIHAN - AMAZON		173.48	
INV0009811	Invoice	04/22/2023	04.04.2023 - MIHAN - ACE - ROPE	0.00	55.68	
	21.64.61185	SPECIAL EVENT EXPENSE	04.04.2023 - MIHAN - ACE - ROP		55.68	
INV0009812	Invoice	04/22/2023	04.05.2023 -MIHAN - CVS - SUPPLIES	0.00	6.87	
	01.81.62206	Snack Shack	04.05.2023 -MIHAN - CVS - SUP		6.87	
INV0009813	Invoice	04/22/2023	04.07.2023 - MIHAN - ACE - SUPPLIES	0.00	13.10	
	21.64.61185	SPECIAL EVENT EXPENSE	04.07.2023 - MIHAN - ACE - SUP		13.10	
INV0009814	Invoice	04/22/2023	04.11.2023 - MIHAN - MARIN RESOURCE -	0.00	25.00	
	21.64.61185	SPECIAL EVENT EXPENSE	04.11.2023 - MIHAN - MARIN R		25.00	
INV0009815	Invoice	04/22/2023	04.13.2023 - MIHAN - SAFEWAY - SUPPLIE	0.00	6.00	
	21.61.62965	SOFTBALL SUPPLIES	04.13.2023 - MIHAN - SAFEWAY		6.00	
INV0009816	Invoice	04/22/2023	04.16.2023 - MIHAN - AMAZON - SOFTBA	0.00	78.59	
	21.61.62965	SOFTBALL SUPPLIES	04.16.2023 - MIHAN - AMAZON		78.59	
INV0009817	Invoice	04/22/2023	04.20.2023 - MIHAN - SIOLS PLUS - DIRT	0.00	582.94	
	21.64.62999	MISCELLANEOUS EXPENS	04.20.2023 - MIHAN - SIOLS PLU		582.94	
INV0009818	Invoice	04/22/2023	04.22.2023 - MIHAN - AMAZON - SUPPLIE	0.00	123.19	
	21.61.62965	SOFTBALL SUPPLIES	04.22.2023 - MIHAN - AMAZON		123.19	
INV0009819	Invoice	04/22/2023	04.23.2023 - MIHAN - AMAZON - SUPPLIE	0.00	211.39	
	21.61.62965	SOFTBALL SUPPLIES	04.23.2023 - MIHAN - AMAZON		211.39	
INV0009826	Invoice	04/22/2023	03.24.2023 - SCOBLE - AMERICAN PLANNI	0.00	835.00	
	01.18.61000	TRAINING	03.24.2023 - SCOBLE - AMERICA		835.00	
INV0009827	Invoice	04/22/2023	03.24.2023 - SCOBLE - MARIN ECONOMIC	0.00	62.10	
	01.18.61000	TRAINING	03.24.2023 - SCOBLE - MARIN E		62.10	
INV0009828	Invoice	04/22/2023	03.27.2023 - SCOBLE - AMAZON - COMPU	0.00	38.25	
	01.18.62000	OFFICE SUPPLIES	03.27.2023 - SCOBLE - AMAZON		38.25	
INV0009829	Invoice	04/22/2023	03.29.2023 - SCOBLE - MMANC - CONFER	0.00	165.00	
	01.18.61000	TRAINING	03.29.2023 - SCOBLE - MMANC		165.00	
INV0009830	Invoice	04/22/2023	03.30.2023 - SCOBLE - APA - MEMBERSHI	0.00	907.00	
	01.18.61302	DUES	03.30.2023 - SCOBLE - APA - ME		907.00	
INV0009831	Invoice	04/22/2023	04.06.2023 - SCOBLE - H&H PRINTING - M	0.00	2,274.01	
	90.41.61100	OUTSIDE SERVICES	04.06.2023 - SCOBLE - H&H PRI		2,274.01	
INV0009832	Invoice	04/22/2023	03.24.2023 - SHAW - AMAZON - NECK STR	0.00	54.12	
	01.42.62200	DEPARTMENTAL SUPPLIE	03.24.2023 - SHAW - AMAZON -		54.12	
INV0009833	Invoice	04/22/2023	03.23.2023 - SHAW - GRAINGER - SHEETI	0.00	601.72	
	01.42.62909	SUPPLIES-TRAFFIC CONTR	03.23.2023 - SHAW - GRAINGER		601.72	
INV0009834	Invoice	04/22/2023	03.28.2023 - SHAW - STAPLES - OFFICE SU	0.00	359.39	
	01.42.62200	DEPARTMENTAL SUPPLIE	03.28.2023 - SHAW - STAPLES -		359.39	
INV0009835	Invoice	04/22/2023	03.30.2023 - SHAW - AMAZON - HEATERS	0.00	313.36	
	01.42.62200	DEPARTMENTAL SUPPLIE	03.30.2023 - SHAW - AMAZON -		313.36	
INV0009836	Invoice	04/22/2023	04.05.2023 - SHAW - MD SOLUTIONS - SL	0.00	626.63	
	01.42.62909	SUPPLIES-TRAFFIC CONTR	04.05.2023 - SHAW - MD SOLUT		626.63	
INV0009837	Invoice	04/22/2023	04.18.2023 - SHAW - AMAZON - TWEEZER	0.00	13.15	
	01.42.62200	DEPARTMENTAL SUPPLIE	04.18.2023 - SHAW - AMAZON -		13.15	
INV0009838	Invoice	04/22/2023	04.20.2023 - SHAW - AMAZON - BATTERIE	0.00	147.14	
	01.42.62200	DEPARTMENTAL SUPPLIE	04.20.2023 - SHAW - AMAZON -		147.14	
INV0009839	Invoice	04/22/2023	04.20.2023 - SHAW - AMAZON - PAINT RO	0.00	65.03	
	01.42.62200	DEPARTMENTAL SUPPLIE	04.20.2023 - SHAW - AMAZON -		65.03	
INV0009840	Invoice	04/22/2023	03.28.2023 - DOBRONYI - AMAZON - COM	0.00	22.08	
	01.41.62000	OFFICE SUPPLIES	03.28.2023 - DOBRONYI - AMAZ		22.08	
INV0009841	Invoice	04/22/2023	03.29.2023 - DOBRONYI - AMAZON - PAPE	0.00	152.12	
	01.41.62000	OFFICE SUPPLIES	03.29.2023 - DOBRONYI - AMAZ		152.12	

Check Report **Date Range: 05/01/2023 - 05/31/2023**

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0009842	Invoice	04/22/2023	03.30.2023 - DOBRONYI - REACO - MEMB		0.00	60.00	
	01.41.61000		TRAINING	03.30.2023 - DOBRONYI - REAC		60.00	
INV0009844	Invoice	04/22/2023	03.30.2023 - DOBRONYI - REACO - DOUBL		0.00	60.00	
	01.41.61000		TRAINING	03.30.2023 - DOBRONYI - REAC		60.00	
INV0009845	Invoice	04/22/2023	03.31.2023 - DOBRONYI - REACO -TRAINI		0.00	600.00	
	01.41.61000		TRAINING	03.31.2023 - DOBRONYI - REAC		600.00	
INV0009846	Invoice	04/22/2023	04.04.2023 - DOBRONYI - AMAZON - PEO		0.00	217.49	
	01.41.62000		OFFICE SUPPLIES	04.04.2023 - DOBRONYI - AMAZ		217.49	
INV0009847	Invoice	04/22/2023	04.10.2023 - DOBRONYI - USPS - POSTAGE		0.00	4.78	
	01.41.62003		POSTAGE	04.10.2023 - DOBRONYI - USPS -		4.78	
INV0009848	Invoice	04/22/2023	04.15.2023 - DOBRONYI - AMAZON - OFFI		0.00	50.91	
	01.41.62000		OFFICE SUPPLIES	04.15.2023 - DOBRONYI - AMAZ		50.91	
INV0009893	Invoice	04/24/2023	03.26.2023 - DONERY - GODADDY - URL R		0.00	21.17	
	01.12.61150		OUTSIDE SERVICES-OTHE	03.26.2023 - DONERY - GODAD		21.17	
INV0009894	Invoice	04/24/2023	04.02.2023 - DONERY - IOTUM - CONFERE		0.00	9.99	
	01.12.61150		OUTSIDE SERVICES-OTHE	04.02.2023 - DONERY - IOTUM -		9.99	
INV0009895	Invoice	04/24/2023	04.03.2023 - DONERY - HILDA'S COFFEE S		0.00	62.19	
	01.12.61000		TRAINING	04.03.2023 - DONERY - HILDA'S		62.19	
INV0009908	Invoice	04/24/2023	03.22.2023 - CONDRY - AMERICAN SANIT		0.00	337.36	
	01.81.61104		OUTSIDE SERVICES-GROU	03.22.2023 - CONDRY - AMERIC		337.36	
INV0009909	Invoice	04/24/2023	04.01.2023 - CONDRY - DROPBOX - ANNU		0.00	119.88	
	01.41.62200		DEPARTMENTAL SUPPLIE	04.01.2023 - CONDRY - DROPBO		119.88	
INV0009910	Invoice	04/24/2023	04.03.2023 - CONDRY - AMAZON - WEBC		0.00	76.46	
	01.41.62000		OFFICE SUPPLIES	04.03.2023 - CONDRY - AMAZO		76.46	
INV0009911	Invoice	04/24/2023	04.03.2023 - CONDRY - AMAZON - AIRPO		0.00	250.18	
	01.41.62000		OFFICE SUPPLIES	04.03.2023 - CONDRY - AMAZO		250.18	
INV0009912	Invoice	04/24/2023	04.06.2023 - CONDRY - INTL CODE - CODE		0.00	145.00	
	01.41.62200		DEPARTMENTAL SUPPLIE	04.06.2023 - CONDRY - INTL CO		145.00	
INV0009913	Invoice	04/24/2023	04.13.2023 - CONDRY - CUCINA - LUNCH		0.00	27.19	
	01.41.62000		OFFICE SUPPLIES	04.13.2023 - CONDRY - CUCINA		27.19	
INV0009914	Invoice	04/24/2023	04.19.2023 - CONDRY - AMERICAN SANIT		0.00	337.41	
	01.81.61104		OUTSIDE SERVICES-GROU	04.19.2023 - CONDRY - AMERIC		337.41	
INV0009915	Invoice	04/24/2023	03.31.2023 - MIHAN - FAIRFAX LUMBER -		0.00	106.96	
	21.61.62965		SOFTBALL SUPPLIES	03.31.2023 - MIHAN - FAIRFAX L		106.96	
INV0009916	Invoice	04/24/2023	04.15.2023 - DOBRONYI - AMAZON - OFFI		0.00	16.58	
	01.41.62000		OFFICE SUPPLIES	04.15.2023 - DOBRONYI - AMAZ		16.58	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	434	191	0.00	830,630.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	0.00
Bank Drafts	143	4	0.00	480,837.75
EFT's	0	0	0.00	0.00
	577	**202**	**0.00**	**1,311,468.08**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	434	191	0.00	830,630.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	0.00
Bank Drafts	143	4	0.00	480,837.75
EFT's	0	0	0.00	0.00
	577	**202**	**0.00**	**1,311,468.08**

Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH - OPERATING	5/2023	1,311,468.08
			1,311,468.08

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.8

MEETING DATE: June 13, 2023

AGENDA TITLE: Adopt a Resolution to Recognize and Observe Juneteenth Day as a Public Holiday

FROM: Serge Avila, Town Clerk

RECOMMENDATION: Adopt a Resolution to Recognize and Observe Juneteenth Day as a Public Holiday.

BACKGROUND

Juneteenth, or Juneteenth Independence Day, commemorates the traditional observance of the end of slavery in the United States and is observed annually on June 19. On June 19, 1865, Union Major General Gordon Granger and his regiment arrived in Galveston and spread the word that slavery had been abolished the following year, the first official Juneteenth celebrations took place in Texas and have continued across the United States throughout the years, throughout our nation. Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery and is celebrated annually as a historical and memorable tribute to our country's African American Heritage. Juneteenth is an important opportunity to honor the principles of the Declaration of Independence and celebrate the achievements and contributions African Americans have made and continue to make across our Town and entire Nation. The Town of San Anselmo added Juneteenth as a paid holiday in 2022.

FISCAL IMPACT

Holidays officially adopted by the Town are days when most Town employees take the day off. The Town will not incur costs in association with this holiday.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The proposed resolution is exempt from the California Environmental Quality Act (CEQA), under the “common sense” exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant negative effect on the environment. (Cal. Code Regs. tit. 14, § 15061).

ATTACHMENTS

Attachment 1- Draft Resolution

RESOLUTION NO. XXXX

RESOLUTION OF THE SAN ANSELMO TOWN COUNCIL RECOGNIZING AND OBSERVING JUNETEENTH DAY AS A PUBLIC HOLIDAY

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, Juneteenth was originally celebrated in Texas, on June 19, 1866. It marked the first anniversary of the day that African Americans there first learned of the Emancipation Proclamation, more than two years after it was initially issued; and

WHEREAS, Juneteenth celebrations are a tribute to those African Americans who fought so long for freedom and worked so hard to make the dream of equality a reality; and

WHEREAS, these celebrations are a time for reflection and rejoicing and to celebrate African American culture and achievements through prayer and religious services, speeches, educational events, family gatherings and picnics, and festivals with food, music, and dancing; and

WHEREAS, the Town of San Anselmo embraces diversity, equity and inclusion and believes that all are valued and welcomed.; and

WHEREAS, we urge our community to join in celebrating Juneteenth as a day to honor and reflect on the significant role that African Americans have played in the history of the United States and how they have enriched society through their steadfast commitment to promoting unity and equality; and

WHEREAS, On June 17, 2021, President Joe Biden signed the Juneteenth National Independence Day act, declaring the first federal holiday since Martin Luther King Jr. Day in 1983; and

WHEREAS, the Town of San Anselmo, its elected officials and employees acknowledge the significance of this day and the importance of Black culture, resilience, and achievements in our country's history.

NOW, THEREFORE, BE IT RESOLVED that every June 19th is hereby recognized annually in the Town of San Anselmo as a celebration of emancipation of enslaved persons in the United States, and the Town reaffirms its commitment to safeguard the civil rights, safety and dignity of all its residents.

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the San Anselmo Town Council on the __ day of _____, 20__, by the following vote:

AYES: Councilmember:
NOES: Councilmember:
ABSENT: Councilmember:
ABSTAIN: Councilmember:

_____
STEVE BURDO
MAYOR

ATTEST:

_____
SERGE AVILA
TOWN CLERK

TOWN OF SAN ANSELMO
STAFF REPORT
June 5, 2023

For the Meeting of June 13, 2023

TO: Town Council

FROM: Dannielle Mauk, Community Services Director
Jeff Zuba, Finance & Administrative Services Director

SUBJECT: Approve Reorganization of the Recreation Department and Establish Job Descriptions and Pay Ranges for Recreation Manager, Senior Recreation Supervisor and Recreation Coordinator III

RECOMMENDATION

That Council approve reorganization of the Recreation Department and establish job descriptions and pay ranges for recreation manager, senior recreation supervisor and recreation coordinator III.

BACKGROUND

The Recreation Department is responsible for developing and administering programs and services that enrich lives and help meet social, recreational, leisure and cultural needs of youth, families, and older adults through direct and contract programs.

Town residents and the greater Ross Valley community are provided with a variety of sports, leisure, arts and recreational activities and classes for all ages and abilities throughout the year. Program highlights include sports programs, gymnastics, afterschool care, afterschool enrichment and toddler enrichment classes. Summer day camps, specialty camps, and sports camps fill an important need in the Ross Valley for quality, affordable summer programming for children. The Parkside Preschool program has been serving preschool-aged children and their families for over 45 years.

The Department provides staff support to our senior community. We work with the Ross Valley Seniors program and our Age-friendly Committee offers recreational, social, educational programming and outreach to seniors.

We provide staff support to the Parks and Recreation Commission and Arts Commission. The Department also provides staff support to the Dog Park, Skate Park, Robson-Harrington Community Gardens, Age-friendly, Economic Development and Racial Equity committees.

We fundraise for and produce several community events, including, Live on the Avenue (in partnership with several Town departments), Goblins Parade, Breakfast with Santa, Tree Lighting, Egg Hunts, Skate Fest (2) and Corn Hole Tournaments.

The Recreation Fund recoups its expenditures through class and program fees, as well as associated revenues such as advertising sales and rental/reservations income.

DISCUSSION/ANALYSIS

The last re-organization of the Recreation department was in 2011. We would like to undertake a reorganization of the Recreation department for the 2023/24 fiscal year. We have improved our services to better meet the needs of the community and we have assessed our current department structure, procedures, and programs. Our new organizational structure and staffing levels create positions that better align with our work plan and staff responsibilities.

Over the last 12 years our programs and services have increased significantly, and we have improved the quality of our programs and services. The growth of the department includes the following:

- Increased number of programs and services offered to the community.
- Improved the quality of our program and services.
- Enhanced the efficiency and effectiveness of our operations.
- Fostered strong partnerships with community organizations, commissions, and committees.

The proposed recreation manager, senior supervisor and coordinator III positions will be part of a departmental reorganization if approved. One of the goals is to allow these senior staff positions to be involved in daily project management tasks, in addition to ongoing tasks. The other goal is to allow the positions to oversee small and medium projects and see them to completion independently. Staff believes that the current organizational structure could be improved with a management position, additional supervisory opportunities, and growth opportunities for our existing coordinators.

The newly created recreation manager and senior supervisor positions would be filled through an internal promotional recruitment process. The recreation manager position is an exempt professional position with 40-hour work week. The senior supervisor and coordinator III positions would be SEUI members.

The proposed salary ranges below would be effective July 1, 2023, and include salary adjustments negotiated with the SEIU:

- Recreation Manager is from $7,578 to $9,214.
- Senior Supervisor is from $6,947 to $8,446
- Coordinator III is from $5,787 to $7,036

<u>Parks and Recreation Commission</u>

The Parks & Recreation Commission reviewed the Recreation Department reorganization at their meeting on May 30, 2023. They discussed the overall operations and budget for the department. The Commission unanimously approved a motion recommending the Council approve reorganization of the Recreation Department and establish job descriptions and pay ranges for recreation manager, senior recreation supervisor and recreation coordinator III.
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CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Approving the job descriptions, classifications, and salary ranges for recreation manager, senior supervisor and coordinator III is not considered a “project” under the California Environmental Quality Act (CEQA), because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

FISCAL IMPACT

The potential budget impact associated with adopting these job descriptions, classifications, and pay ranges is approximately $33,000 for FY2023-24. The positions would be funded through the recreation budget. Allocating funds for a new position requires the authorization of the Town Council and must be brought as a separate item for approval.

Respectfully submitted,

Dannielle Mauk
Community Services Director

Jeff Zuba
Finance and Administrative Services Director

Attachment 1: Resolution Establishing Job Description and Pay Range for Recreation Coordinator III and Recreation Senior Supervisor
Attachment 2: Resolution Establishing Job Description and Pay Range for Recreation Manager
Attachment 3: Job Description Coordinator I, II, III
Attachment 4: Job Description Recreation Senior Supervisor
Attachment 5: Job Description Recreation Manager
Attachment 6: Current Recreation Department Organizational Chart

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO APPROVING JOB DESCRIPTION AND CLASSIFICATIONS AND SETTING THE COMPENSATION RANGE FOR PROFESSIONAL POSITIONS

WHEREAS, the Town has included the positions of Recreation Coordinator III and Recreation Senior Supervisor in its salary table; and

WHEREAS, the attached job descriptions enumerate the roles and responsibilities of the positions attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the duties, responsibilities, and compensation of the professional positions of the Town of San Anselmo have been reviewed in relation to comparable positions in comparable agencies in Marin.

NOW THEREFORE, BE IT HEREBY RESOLVED, as follows:

Section 1. The Town Council finds that the aforementioned recitals are true and correct and are herein incorporated into this Resolution.

Section 2. Monthly Salary. The following monthly salary range of the professional staff is set as of July 1, 2023:

Position	Step A	Step B	Step C	Step D	Step E
Recreation Coordinator III	$5,787	$6,077	$6,378	$6,698	$7,036
Recreation Senior Supervisor	$6,947	$7,296	$7,660	$8,042	$8,446

Section 3. The positions shall follow the SEIU Memorandum of Understanding for all employee benefits including periodic salary adjustments and scheduled equity studies; and

Section 4. The Town Council of the Town of San Anselmo hereby authorizes the Town Manager to approve the final job description, classification, and pay range for the position of Recreation Coordinator III and Recreation Senior Supervisor.

IT IS HEREBY CERTIFIED that the Town Council of the Town of San Anselmo duly introduced and regularly adopted the foregoing Resolution at the regular meeting held on June 13, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steve Burdo, Mayor

ATTEST:

Serge Avila, Town Clerk

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO APPROVING A JOB DESCRIPTION AND CLASSIFICATION AND SETTING THE COMPENSATION RANGE FOR A NEW POSITION – RECREATION MANAGER FOR 2023-2024

WHEREAS, the Town has included the position of Recreation Manager in its salary table; and

WHEREAS, the attached job description enumerates the roles and responsibilities of the Recreation Manager attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the duties, responsibilities, and compensation of the professional position of the Town of San Anselmo have been reviewed in relation to comparable position in comparable agencies in Marin.

NOW THEREFORE, BE IT HEREBY RESOLVED, as follows:

Section 1. The Town Council finds that the aforementioned recitals are true and correct and are herein incorporated into this Resolution.

Section 2. Monthly Salary. The following monthly salary range of this new classification is set as of July 1, 2023:

	Step A	Step B	Step C	Step D	Step E
Recreation Manager (40-hour work week)	$7,578	$7,960	$8,357	$8,773	$9,214

Section 3. Recreation Manager belongs non-represented mid-management employees' group and shall follow the SEIU Memorandum of Understanding for all employee benefits including periodic salary adjustments; and

Section 4. The Town Council of the Town of San Anselmo hereby authorizes the Town Manager to approve the final job description, classification, and pay range for the position of Recreation Manager.

IT IS HEREBY CERTIFIED that the Town Council of the Town of San Anselmo duly introduced and regularly adopted the foregoing Resolution at the regular meeting held on June 13, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steve Burdo, Mayor

ATTEST:

_____
Serge Avila, Town Clerk

TOWN OF SAN ANSELMO

RECREATION COORDINATOR I

RECREATION COORDINATOR II

RECREATION COORDINATOR III

DEFINITION

To implement recreation programs, activities, and services in specified areas, such as sports, childcare and recreation programming or in support of a Town-wide program; and to perform a variety of technical tasks related to program responsibilities.

DISTINGUISHING CHARACTERISTICS

RECREATION COORDINATOR I – This is the entry-level class in the Recreation Coordinator series. This class is distinguished from the journey by the performance of the more routine tasks and duties assigned to positions within this series. Employees at this level are not expected to perform with the same independence of direction and judgement on matters allocated to Coordinator II/III. Since this class is typically used as a training class, employes may have only limited or no directly related work experience. Employees work under immediate supervision while learning to take on the more routine job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned.

RECREATION COORDINATOR II – This is the second level class within the Recreation Coordinator series. This class is distinguished from the Recreation Coordinator I by the assignment of fuller range of duties assigned. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and they are fully aware of the operating procedures and policies within the work unit. Positions in this class are normally filled by advancement from the entry level.

RECREATION COORDINATOR III – This is the highest-level class within the Recreation Coordinator series. This class is distinguished from the Recreation Coordinator I/II position by the assignment of additional duties and responsibilities. Additional responsibilities will include the creation of new programming, addition of contract classes, marketing, staff training, social media, and events. These responsibilities will be initiated by the employee with review and approval by their direct supervisor.

SUPERVISION RECEIVED AND EXERCISED

RECREATION COORDINATOR I/II/III

Receives direct supervision from the Director of Community Services and/or from their supervisor. Oversees activities of volunteers, monitors performance of independent contractors, and organizes and directs the work of seasonal or part-time staff, as appropriate.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (COORDINATOR I/II/III)

Depending upon assignment, duties may include but are not limited to the following:

Implement recreation activities and other related programs; schedule use of facilities, including athletic facilities, as appropriate; organize, schedule and lead recreation programs in areas of assignment; plan and implement special events and activities including trips, dinners, and meetings.

Promote and coordinate assigned activities, including preparing program marketing materials such as email blasts, flyers, newsletters, schedules of events, and social media; and preparing appropriate materials for seasonal department activity guide.

Recruit, organize, and monitor volunteers and independent contractor-instructors, and organize and direct the work of seasonal or part-time staff, as appropriate.

Provide information related to assigned programs for the purpose of evaluating effectiveness and recommendations for improvements or modifications; help conduct research and surveys regarding recreation issues, techniques, programs, and equipment; recommend new activities, programs, and services.

Provide input and submit budget requests during the preparation and administration of recreation program budget for assigned areas; requisition services, supplies, materials, and equipment.

Promote Town recreation programs in the community; respond to inquiries and concerns regarding recreation activities; research and resolve conflicts within scope of responsibility.

Maintain logs, files and other record keeping systems; gather and monitor information and prepare periodic statistical, financial, and operational reports.

Build and maintain positive working relationships with coworkers, other Town employees, and the public using principles of good customer service.

OTHER DUTIES

Provide staff support to assigned Town committees, commissions and, as needed, report on programs, activities, and issues relevant to area of assignment.

Serve as a Disaster Service Worker as needed in emergencies per California State law.

Perform regular duties as assigned.

MINIMUM QUALIFICATIONS

Recreation Coordinator I

Knowledge of:

Principles and procedures characteristic of municipal government recreation programs.

Basic principles of supervision, including motivational techniques as applied to working with volunteers.

Basic principles of contract administration as applied to working with independent contractor-instructors.

Principles and practices of workplace and recreation safety.

Modern office equipment, including computers and software.

Record keeping practices.

Ability to:

With direction from the Director of Community Services, organize, schedule and lead recreation programs and activities.

Use a computer and computer programs, and a variety of other office equipment.

Establish and maintain effective working relationships with those others in the course of work.

Communicate clearly and concisely, both orally and in writing.

EXPERIENCE AND EDUCATION

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain knowledge and abilities would be:

Experience:

One (1) year of responsible professional level experience in recreation or leisure services programming, or related field is desirable.

Education:

Equivalent to a Bachelor's degree from an accredited college or university.

License or Certificate:

Possession of or ability to obtain a valid Cardiopulmonary Resuscitation (CPR) Certificate and a valid First Aid Certificate, as issued by an organization such as the American Red Cross. Certificates must be obtained within two (2) months of appointment and maintained for the duration of employment.

Possession of a valid California Class C driver's license.

Ability to meet legislative and regulatory requirements relative to working with minors under the age of eighteen (18).

Recreation Coordinator II

(Includes Recreation Coordinator I)

Knowledge of:

Principles, practices, and methods of needs assessment and program evaluation.

Statistical and research methods as applied to evaluation of recreation programs.

Pertinent local, State and Federal laws, ordinances, and rules.

Ability to:

Organize, schedule and lead recreation programs and activities.

Oversee and monitor activities of volunteers and independent contractor-instructors; and organize and direct the work of seasonal or part-time staff.

Understand the organization and operations of the Town and the Recreation Department, as necessary to perform responsibilities.

EXPERIENCE AND EDUCATION

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain knowledge and abilities would be:

Experience:

Two (2) years of responsible professional level experience performing duties similar to those of a Recreation Coordinator I.

Education:

Equivalent to a Bachelor's degree from an accredited college or university with course work in recreation administration, leisure services, physical education, business administration, public administration, or related field desired.

License or Certificate:

Possession of or ability to obtain a valid Cardiopulmonary Resuscitation (CPR) Certificate and a valid First Aid Certificate, as issued by an organization such as the American Red Cross. Certificates must be obtained within two (2) months of appointment and maintained for the duration of employment.

Possession of a valid California Class C driver's license.

Ability to meet legislative and regulatory requirements relative to working with minors under the age of eighteen (18).

Recreation Coordinator III

(Includes Recreation Coordinator I & II)

Knowledge of:

Principles, practices, and methods of program budget management.

Knowledge of website management, recreation software and social media platforms.

Ability to create programs and new revenue streams.

Ability to:

Analyze situations quickly and objectively and determine proper course of action within scope of responsibility.

Exercise good judgment and flexibility and sensitivity in response to changing situations and additional responsibilities.

Demonstrate creativity of Recreation programing and responsiveness to community needs.

EXPERIENCE AND EDUCATION

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain knowledge and abilities would be:

Experience:

Three (3) years of responsible professional level experience performing duties similar to those of a Recreation Coordinator II.

Education:

Equivalent to a Bachelor's degree from an accredited college or university with course work in recreation administration, leisure services, physical education, business administration, public administration, or related field desired.

License or Certificate:

Possession of or ability to obtain a valid Cardiopulmonary Resuscitation (CPR) Certificate and a valid First Aid Certificate, as issued by an organization such as the American Red Cross. Certificates must be obtained within two (2) months of appointment and maintained for the duration of employment.

Possession of a valid California Class C driver's license.

Ability to meet legislative and regulatory requirements relative to working with minors under the age of eighteen (18).

SPECIAL REQUIREMENTS

Essential duties require the following physical skills and work environment:

Work in an office environment utilizing computers. Attendance at night and weekend meetings and events is required. Duties require position to, on an ongoing basis, sit at a desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping ad fine

manipulation; use telephone, write or use a keyboard to communicate through written means; and lift or carry weight of twenty-five (25) pounds or less. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position requires regular periods of intermittent to prolonged sitting, standing, walking, running, kneeling, crouching, stooping, and squatting in the performance of daily activities.

Work is performed in an indoor and outdoor environment with exposure to dust and/or other allergens, noise, weather, uneven surfaces and terrain, and confining workspaces.

Acute hearing is required when providing phone and personal service.

Must be able to travel to different work sites and locations.

Must be able to work flexible hours, including evenings and weekends.

Serve as a Disaster Service Worker as needed in emergencies per California State law.

Date: _____ Approved: _____

Revised: June 2023

Effective Date: 7/01/2023

Council Approval: Resolution No.

TOWN OF SAN ANSELMO

SENIOR RECREATION SUPERVISOR

DEFINITION

Under general direction of the Community Services Director lead and manage activities and operations of the Recreation Department, including programs, staff, and committee/commission oversight; assist with the administration of day-to-day operations of the Recreation Department; coordinate assigned activities with other Town Departments and outside agencies; and to represent the Department in the absence of the Director and Manager.

DISTINGUISHING CHARACTERISTICS

This is a single position within the recreation professional series with focus on general supervision of program activities, administrative/finance operations, and marketing/social media platforms. The individual carries out necessary activities with occasional instruction or assistance as new or unusual circumstances arise. The employee assists the Community Services Director with supervising, assigning, and reviewing the work of Recreation Department staff, volunteers, and/or part-time staff.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Community Services Director and may receive technical and functional supervision from other Town management staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Essential responsibilities and duties may include, but are not limited to the following:

Supervise the daily operation of the Recreation programs; provide direction on recreation activities; schedule activities and programs.

Assist Community Services Director in budget preparation and administration; prepare cost estimates and make budget recommendations for review; submit justification for staffing, supplies, and fees.

Meet annual budget goals and objectives by monitoring and controlling daily revenue collection and expenditures.

Assist the Community Services Director in preparing and presenting reports on operations and activities and other necessary correspondence.

Assists in developing marketing and promotional plans and strategies. Responsible for the development, promotion and marketing of programs and community activities.

Provide day to day supervision and coordination of professional staff/volunteers; participate in the selection of staff/volunteers; provide or coordinate staff/volunteer training/screening.

Provide assistance to Recreation Coordinators in the recruitment, organization, and monitoring of volunteers and independent contractor-instructors, and the organization and direction of the work of seasonal or part-time staff, as appropriate.

Assist Community Services Director with administrative duties for boards, commissions, or committees, as appropriate, including taking of minutes and preparation of official records of meetings, preparation of draft agendas and coordination of assembly and distribution of materials.

Gather information for the evaluation of recreation programs effectiveness and level of participation and make recommendations to the Community Services Director for improvements or modification; help conduct research and survey regarding recreation issues, techniques, programs, and equipment; recommend new activities, programs, and services.

Monitor Recreation software platform including entering programs and activities, account codes, departmental fees, updating accounts, processing invoices and problem solving.

Participates in recreation facility and park rentals, development, and planning.

Participates in special events and fundraising.

Participate with Recreation Department staff in serving customers, answering the telephone, waiting on the public, providing information, and answering questions related to department programs, policies, procedures; investigate complaints and recommend corrective action as necessary to resolve customer service issues.

Build and maintain positive working relationships with coworkers, other Town employees, and the public using principles of good customer service.

Establishes relationships and meets with school representatives or representatives of community groups in coordinating activities and promoting recreation programs.

Performs related duties as required.

OTHER DUTIES

Assists in the maintenance of recreation program software, including installation of updates and problem solving.

Participate with staff in the preparation of marketing materials, including social media, flyers, email blasts, and pamphlets.

Serve as a Disaster Service Worker as needed in emergencies per California State law.

Perform regular duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Recreation theories, principles, practices, and programs.

Budgeting and personnel management.

Principles and procedures characteristic of a municipal government recreation program.

Principles and practices of supervision, training, and performance evaluation, including supervision of volunteers.

Pertinent local, State, and Federal laws, ordinances, and rules.

Quantitative techniques for the analysis of programs and activities.

Principles of customer service.

Principles and practices of workplace and recreation safety.

Modern office equipment, including computers and software such as word processing, spreadsheets, and database applications.

Record keeping practices.

Ability to:

Follow the direction of Director/Manager and inform the Director/Manager of all community meetings and programs, including those outside of normal working hours.

Establish and maintain effective relationships with others.

Prepare and present concise written and oral reports.

Adhere to program standards and objectives.

Organize, coordinate, and oversee recreation programs and office administrative support activities within the Recreation Department.

Supervise, train, and evaluate assigned staff.

Assist in technical aspects of preparing and administering department budgets.

Identify and resolve operational and technical problems; identify and interpret technical and numerical information; understand, interpret, explain, and apply department and/or Town policies and procedures to staff, the public, and program personnel.

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

Establish, maintain, and foster positive and harmonious working relationships with those contracted in the course of work. Gain cooperation through discussion and persuasion.

Analyze situations quickly and objectively and determine proper course of action within scope of responsibility.

Communicate clearly and concisely, both orally and in writing.

EXPERIENCE AND EDUCATION

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain knowledge and abilities would be:

Experience:

Five (5) years of responsible professional level experience in the planning, delivery, and administration of recreation services, preferable in a municipal government setting.

Education:

Equivalent to a bachelor's degree from an accredited college or university with major course work in recreation administration, leisure services, physical education, business administration, public administration, or related field.

License or Certificate:

Possession of or ability to obtain a valid Cardiopulmonary Resuscitation (CPR) Certificate and a valid First Aid Certificate, as issued by an organization such as the American Red Cross. Certificates must be obtained within two (2) months of appointment and maintained for the duration of employment.

May need to possess a valid California Class C driver's license, as required by the position.

Ability to meet legislative and regulatory requirements relative to working with minors under the age of eighteen (18).

SPECIAL REQUIREMENTS

Essential duties require the following physical skills and work environment:

Work is mostly in an office environment utilizing computers. Attendance at night and weekend meetings and events is required. Duties require position to, on an ongoing basis, sit at a desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping ad fine manipulation; use telephone, write or use a keyboard to communicate through written means; and lift or carry weight of twenty-five (25) pounds or less. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position requires regular periods of intermittent to prolonged sitting, standing, walking, running, kneeling, crouching, stooping, and squatting in the performance of daily activities.

Work is performed in an indoor and outdoor environment with exposure to dust and/or other allergens, noise, weather, uneven surfaces and terrain, and confining workspaces.

Acute hearing is required when providing phone and personal service.

Must be able to travel to different work sites and locations.

Must be able to work flexible hours, including evenings and weekends.

Date: _____ Approved: _____

Revised: June 2023

Effective Date: 7/01/2023

Council Approval: Resolution No.

TOWN OF SAN ANSELMO

RECREATION PROGRAM MANAGER

DEFINITION

To lead and manage the activities and operations of the Recreation Department including recreation programs, staff, and assist with capital improvement projects and commission and committee oversight; to assist with the administration of day to day operations of the Recreation Department; to coordinate assigned activities with other Town Departments and outside agencies; and to provide highly responsible and complex administrative and management support to the Community Services Director, and to represent the Department in the absence of the Director.

This class is an "at will" class. Persons occupying this class can be discharged without cause.

DISTINGUISHING CHARACTERISTICS

This is a management level classification within the Recreation Department. The position will exercise considerable independent judgment in the management of daily operations, including facility planning, community outreach, recreation program planning and development. The position requires ongoing priority setting with the Director of Community Services and support of the Director's goals and objectives for the department.

This class is distinguished from Recreation Senior Supervisor level by its overall responsibility for the administration of assigned programs, facilities, operations, partnership development and agreement oversight and participation in the planning, development, and implementation of department initiatives.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Community Services Director.

Exercises supervision over full-time programming staff, as well as contractors, part-time professional and specialty staff, and partnerships.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Essential responsibilities and duties may include, but are not limited to the following:

Plan, prioritize, organize, and evaluate the programs and activities of the Recreation Department.

Lead the administration and management of the Department's registration software system and website. Serve as Department representative for training and support related to technology and software systems.

Utilize and administer current and emerging technology and software to manage program activities such as registration, lesson plans, program information, marketing, service level and patron satisfaction surveys, and other program record keeping activities.

Plan, prioritize, assign, supervise and review the work of staff responsible for recreation programs, projects, and facilities; direct staff responsible for program content; provide leadership and support for program staff.

Plan, coordinate, fundraise and implement special events; schedule activities and programs; evaluate operation and activities of assigned responsibility areas; recommend improvements and modifications.

Supervise and manage personnel including training, evaluation, discipline, recommendations for hire, mentoring, goal setting, delegating tasks and other issues involving personnel.

Review the design, preparation, and distribution of Department publicity including activity guides, brochures, social media, flyers, and printed materials.

Develop and review staff reports related to the Department, present reports to the Parks and Recreation Commission, Town Council and other Commissions, committees and boards, and community groups.

Negotiate and monitor service contracts.

Prepare and submit instructor payments; balance revenues and costs; monitor for compliance with the cost recovery model.

Maintain logs, files, and other record keeping systems; gather and monitor information and prepare and present periodic statistical, financial, and operational reports.

Provide complex administrative and management support to the Director; assist with special projects as assigned; prepare complex and sensitive reports for State and Federal regulatory agencies.

Maintain and facilitate public relations and cooperative working relationships with schools, local organizations, and the public; provide educational presentations to groups.

Participate in the development and implementation of the Department's goals, objectives, policies, and priorities; ensure compliance with policies and procedures for programs, services, and facilities; participate in the development and implementation of the Department master plan and cost recovery model.

Assist with preparing the Department budget; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials, and supplies; administer the approved budget.

Participate in the development and planning of capital improvement projects for the Department.

Attend and participate in community meetings; participate in joint Town/Community projects.

Attend meetings, trainings, workshops, seminars, and conferences; serve on boards and committees.

As needed, assist the public at the front counter and on the phone; answer questions and provide information to the public; receive and review registration application for completeness, register

participants; take reservations for building use; participate in developing office procedures; train staff in any software used to carry out departmental programs.

Build and maintain positive working relationships with co-workers, other Town employees, contractors, and the public using principles of good customer service.

Respond to and resolve difficult, complex, and sensitive patron complaints and inquiries.

Support the

OTHER DUTIES

Support the goals and objectives set forth for the department by the Director.

Serve as Director in the absence of the Community Services Director.

Serve as a Disaster Service Worker as needed in emergencies per California State law.

Perform other duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Current principles and practices of Recreation program development and administration.

Principles and practices of budget preparation and administration and office operations.

Current trends, practices, and recent developments related to Recreation program development, implementation, and administration and related resources available to keep up to date, including guidelines, regulations, and standard safety practices for age-appropriate recreation activities.

Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

Public outreach and marketing methods, including the use of social media, for recreation programs and community services.

Recreation facilities capital improvement processes.

Pertinent State, Federal, and local laws, codes, regulations, and ordinances.

Principles and practices of organization, administration, and personnel management; including mandated reporting and working with minors under the age of eighteen (18).

Principles, practices and methods of needs assessment and program evaluation.

Town of San Anselmo policies and procedures as they relate to recreation programs and services, workplace safety, and employee conduct.

Computer hardware and software programs such as Microsoft Office Suite, general modern office equipment, and other electronic devices and systems used in recreational programming and service delivery.

Ability to:

Assess community needs and design, develop, and implement Recreation and facilities suited to the needs of the community.

Interpret and apply Town and Department policies, procedures, rules, and regulations.

Ensure program compliance with State, Federal, and local rules, laws, and regulations.

Analyze information logically and creatively to identify problems, draw valid conclusions, and develop effective solutions to operational and customer service problems.

Establish productive relationships with community organizations and business partners.

Communicate in a clear and concise manner, orally, in writing, and in public.

Work effectively in multi-discipline and with inter-departmental work teams.

Select, supervise, train, and evaluate assigned staff.

Make effective presentations to groups and representing the Town of San Anselmo Recreation program to the public and among professional colleagues.

Demonstrate initiative and sound judgment necessary to make responsible decisions, especially when coordinating or leading recreation programs and activities.

Develop, plan, and implement short and long-range goals.

Provide leadership in establishing effective working processes, relationships, and communication ensuring high productivity and quality public service.

Organize and manage complex projects and competing priorities simultaneously.

EXPERIENCE AND EDUCATION

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain knowledge and abilities would be:

Experience:

Six (6) or more years of increasingly responsible experience in Recreation performing duties similar to those of a Recreation Program Manager in the Town of San Anselmo, including four (4) years of supervisory or managerial responsibility.

Education:

A Bachelor's degree in recreation administration, leisure services, physical education, education, business administration, public administration or a related field.

License or Certificate:

Possession of or ability to obtain a valid Cardiopulmonary Resuscitation (CPR) Certificate and a valid First Aid Certificate, as issued by an organization such as the American Red Cross. Certificates must be obtained within two (2) months of appointment and maintained for the duration of employment.

Possession of a valid California Class C driver's license upon appointment.

Ability to meet legislative and regulatory requirements relative to working with minors under the age of eighteen (18).

SPECIAL REQUIREMENTS

Essential duties require the following physical skills and work environment:

Work is mostly in an office environment utilizing computers. Attendance at night and weekend meetings and events is required. Duties require position to, on an ongoing basis, sit at a desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping ad fine manipulation; use telephone, write or use a keyboard to communicate through written means; and lift or carry weight of twenty-five (25) pounds or less. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position requires regular periods of intermittent to prolonged sitting, standing, walking, running, kneeling, crouching, stooping, and squatting in the performance of daily activities.

Work is performed in an indoor and outdoor environment with exposure to dust and/or other allergens, noise, weather, uneven surfaces and terrain, and confining workspaces.

Acute hearing is required when providing phone and personal service.

Must be able to travel to different work sites and locations.

Must be able to work flexible hours, including evenings and weekends.

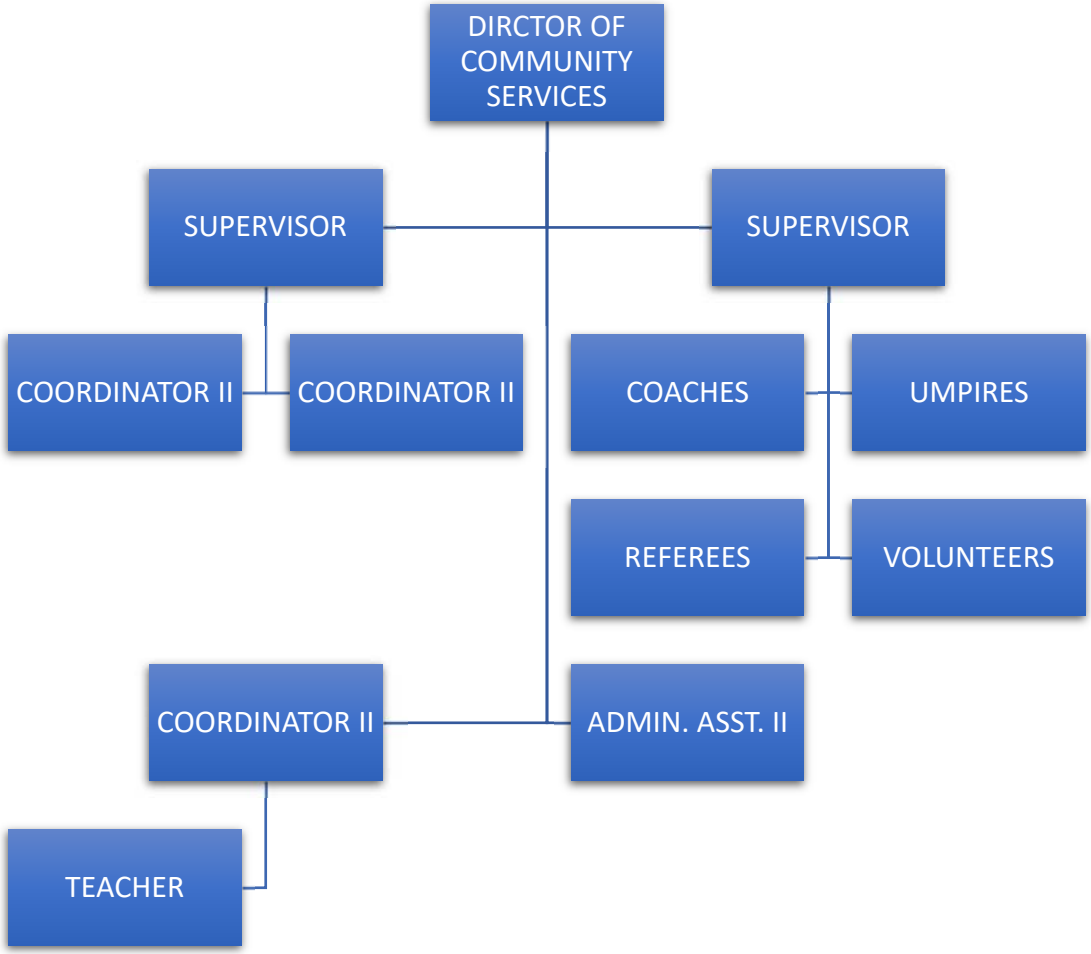
Date: _____ Approved: _____

Revised: June 2023

Effective Date: 7/01/2023

Council Approval: Resolution No.

San Anselmo Recreation Department Organizational Chart



Based on an internal recruitment and appointments to the proposed Recreation Manager & Senior Supervisor positions, resources and responsibilities will be reallocated within the department. These changes will be reflected in an updated organizational chart.

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 3.2

MEETING DATE: June 13, 2023

AGENDA TITLE: Consider Approval of an Active Transportation Fund Description and Active Transportation Fund Expenditure Guidelines

FROM: Sean Condry, Public Works Director

RECOMMENDATION: That the Town Council consider approving the proposed Resolution Adopting an Active Transportation Fund Description and Active Transportation Fund Expenditure Guidelines (Attachment 1).

BACKGROUND

At the Town Council meeting on May 9, 2023, Councilmember Fineman asked that an ad hoc subcommittee be formed to develop guidelines outlining the Town's definition of "active transportation" and expressed that she would like to be a member. There was a consensus to form the subcommittee and each of the remaining Councilmembers and the Mayor expressed interest in joining Councilmember Fineman on the subcommittee. The Council agreed to have the Mayor select the second member through a randomized process. At the Town Council meeting on May 23, Mayor Burdo announced that Councilmember Kullaway had been selected as the second member of the ad hoc subcommittee charged with developing draft guidelines to define active transportation.

DISCUSSION/ANALYSIS

The ad hoc subcommittee submitted the attached draft resolution and exhibit for the Town Council's consideration. Staff reviewed the information and has included a single recommendation, which is to add the words "when feasible" to the Active Transportation Fund Expenditure Guidelines. Specifically, the feasibility language has been added to Expenditure Guideline B and Table 1 Guideline Examples, Guideline B, to read "Promote systems of separated, protected bicycle facilities per MUTCD Class 1 and Class IV guidelines when feasible."

FISCAL IMPACT

This action has no fiscal impact.

GENERAL PLAN CONSISTENCY

No General Plan initiative or implementation items are applicable to this staff report.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Adoption of a resolution defining “active transportation” for us in project funding is not a “project” under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

The future implementation of any active transportation projects will address San Anselmo’s Climate Action Plan 2030, specifically sections T-2, Bicycling, T-3, Walking, and T-4, Safe Routes to School.

ATTACHMENTS

Attachment 1- Proposed Resolution

Resolution No. _____

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO
ADOPTING AN ACTIVE TRANSPORTATION FUND DESCRIPTION AND
ACTIVE TRANSPORTATION FUND EXPENDITURE GUIDELINES

WHEREAS, the Town of San Anselmo wishes to encourage more walking and cycling transportation and recreation; and

WHEREAS, continuous, accessible, and inviting infrastructure is critical for increased adoption of active transportation modes by all ages and abilities; and

WHEREAS, the Town Council of the Town of San Anselmo has long recognized the connections between quality of life, sustainability, and local economic vitality, as declared by the adoption of Resolution No. 3639 in 2000; and

WHEREAS, the Town of San Anselmo's adopted Climate Action Plan 2030 cites transportation as the single largest source of greenhouse gas emissions within San Anselmo, contributing to more than half of local emissions inventoried; and

WHEREAS, the Town of San Anselmo's adopted Climate Action Plan 2030 includes active transportation and safe routes as important emissions reductions measures (T-1, T-2, T-3); and

WHEREAS, the Town Council first affirmed the need for a continuous network of safe and connected bicycle and pedestrian paths in 1969 with the adoption of Resolution No. 1278; and

WHEREAS, the Town Council adopted a Complete Streets Policy (2013), formed a Bicycle and Pedestrian Advisory Committee (2015), and adopted a Bicycle and Pedestrian Master Plan (2016); and

WHEREAS, San Anselmo has seen improvement in sidewalks, ADA-accessible features, and Class III shared cycling lanes ("bike routes"); and

WHEREAS, San Anselmo now seeks to affirmatively and systematically enhance its network of sidewalks, paths, intersections, and cycling infrastructure to both respond to increased levels in active transportation and to promote and encourage increased walking and cycling throughout the Town; and

WHEREAS, the Active Transportation Fund dedicates Town resources towards these goals, so that active transportation initiatives may be completed in addition to, and beyond the scope, of the Town's standard paving and slurry seal program; and

WHEREAS, the Town Council seeks to ensure that investments in active transportation are aligned with best practices shown to enhance the safety, convenience, and accessibility of active transportation users;

NOW, BE IT THEREFORE RESOLVED, the Town Council of the Town of San Anselmo, California, resolves as follows:

1. To adopt the Active Transportation Fund Description and Active Transportation Fund Expenditure Guidelines (Exhibit A) for inclusion and/or reference the Town's annual budget; and

2. To direct staff to identify and implement priority programs and projects consistent with the intent and spirit of the Active Transportation Fund Description and Active Transportation Fund Expenditure Guidelines (Exhibit A) in order to create physical improvements to the public right-of-way that will facilitate safe, convenient, and accessible active transportation routes throughout San Anselmo; and

3. To report annually on fund expenditures to the relevant advisory board(s) and/or Town Council.

I hereby certify that the foregoing resolution was duly passed and adopted at the regular meeting of the San Anselmo Town Council on the 13th day of June 2023, by the following vote, to wit.

AYES:
NOES:
ABSENT:

_____
Steve Burdo, Mayor

ATTEST:

_____
Serge Avila, Clerk

Exhibit A: Active Transportation Fund Description and Expenditure Guidelines

Fund Description

On May 5, 2023, the San Anselmo Town Council approved creating a new Active Transportation fund and allocating a percentage of Measure J tax revenue to be used for projects in the fund. On May 23, 2023, the Town Council approved the 2-year Measure J allocation plan, including inaugural funding allocation for the Active Transportation Fund.

Over the past decade, San Anselmo has adopted a Complete Streets Policy and a Bicycle and Pedestrian Master Plan. It has formed a Bicycle and Pedestrian Advisory Committee, secured a number of grants for ADA-accessible upgrades and bicycle and pedestrian projects, and implemented elements of its Complete Streets Policy through its annual paving and slurry seal program.

In creating the Active Transportation Fund, the Town Council affirms the need to identify and implement priority active transportation infrastructure projects beyond the Town's historical practice of adding "Complete Streets" elements to its existing paving and slurry seal program. Thus, the Active Transportation Fund is intended to be used towards infrastructure projects independent from the ongoing implementation of Complete Streets features that are installed in tandem with larger capital projects. Furthermore, the Council encourages that projects funded through the Active Transportation Fund should generally not be directed primarily or exclusively towards visual treatments (e.g., sharrows, striping, high visibility crosswalks, and Class III bicycle lanes) and should instead be allocated primarily to infrastructure and hardscape treatments that create physical safety, traffic calming effects, and enhanced accessibility and usability for all active transportation users.

Expenditure Guidelines

The following guidelines are non-exhaustive and are intended to articulate a vision of the types of projects and Active Transportation Fund expenditures and "best practices" that will create safer and more accessible active transportation networks.

- Guideline A: Promote safe, accessible, and complete sidewalk systems;
- Guideline B: Promote systems of separated, protected bicycle lanes per California MUTCD Class I and Class IV guidelines when feasible;
- Guideline C: Modify intersections and traffic signals to accommodate and prioritize the safety and accessibility for cyclists and pedestrians, including ADA users;

- Guideline D: Slow vehicular traffic and/or lower posted speed limits through traffic calming hardscape features and infrastructure design;
- Guideline E: Provide secure and accessible bicycle parking that can accommodate large, heavy, or nonstandard cycles, including cargo bicycles, front-hauling bicycles, accessible/recumbent bicycles, and tricycles; and
- Guideline F: Facilitate first-mile, last-mile connections to public transit.

Table 1: Guideline Examples

Guideline	**Examples**
Guideline A: Promote safe, accessible, and complete sidewalk systems	● Sidewalk gap closures ● Sidewalk repaving and/or regrading ● Sidewalk widening ● ADA compliance ● Steps, Lanes, and Trails program implementation and maintenance
Guideline B: Promote systems of separated, protected bicycle facilities per MUTCD Class I and Class IV guidelines when feasible	● Grant applications and matches ● Designs, reports, and schematics to get to “shovel ready” status ● Quick-build infrastructure ● Expenditures to reallocate existing lanes of travel or street parking towards active transportation ● K71 bollards, precast curbs, k-rail, armadillos, etc.
Guideline C: Modify intersection hardscape and traffic signals to prioritize pedestrians, including ADA users, and/or cyclists:	● Advance green signals for cyclists ● Advance green signals for pedestrians ● Signal actuators (i.e. “Beg buttons”) for cyclists ● Intersection modifications, signal upgrades, and/or signage to remove unprotected right turns at red lights ● ADA-compliant ramps ● ADA-compliant signal actuators ● Intersection modifications to remove slip lanes ● Crosswalk daylighting ● Chicanes and bulb-outs at pedestrian crossings

	● Raised crosswalks ● Pedestrian refuge islands ● Pedestrian- or cyclist-activated crossings, with HAWK Beacons preferred to Rectangular Rapid Flashing Beacons (RRFBs) ● Installation of new crosswalk infrastructure and/or new signalized intersections ● High visibility crosswalks on residential/neighborhood streets (speeds limits at or lower than 25 mph) ● Advance cyclist waiting positions (i.e. bike boxes) ● Protected intersections ● Reduced curb radii
Guideline D: Lower the posted speed limit and/or install traffic calming hardscape and infrastructure	● Chicanes ● Traffic diverters ● Speed tables and/or speed humps ● Reduced curb radii ● AB 43 implementation
Guideline E: Provide secure and accessible bicycle parking, including bicycle parking for large, heavy, or nonstandard bicycles and tricycles	● U-rack style parking with adequate spacing (at least 36”)
Guideline F: Facilitate first-mile, last-mile connectivity with public transit	● Bicycle rental lockers near transit ● Bicycle rental lockers near multi-family units ● Bike-share and micromobility rental programs near transit and commercial hubs

From: kgundry@verizon.net
To: Town Council
Subject: Comments on Town Council agenda items 3.2 and 3.3, 6/13/2023
Date: Tuesday, June 13, 2023 1:55:19 PM

CAUTION: External Sender

Hello Councilmembers. I want to express my support for the creation of the Active Transportation Fund Description (item 3.2 on tonight's agenda), and the fund expenditure guidelines. Active transportation is an important component of our Climate Action Plan. Improving safety for cyclists of all ages and abilities will help residents make the choice to get out of their cars.

I also want to comment on Agenda item 3.3, Preliminary Proposed 2023-2024 Budget and Work Plan. I am happy to see several climate mitigation and adaptation projects in the proposed Measure J budget, including the Resilience Hub, Active Transportation, and municipal electric vehicles. It is a bit dismaying to see that about half of the funds are planned for street paving. I recognize that we need good streets for all of our vehicles (EVs and gas-powered alike), and that residents have identified street maintenance as a priority. But, I would like to see the Town consider all planned expenditures in light of our declared climate emergency.

Earlier this year, a National Academy of Sciences report projected global warming will reach 1.5 degrees Celsius (2.7 Fahrenheit) above pre-industrial averages in the early 2030s. Some reports indicate that weather fluctuations could cause temperatures to rise to that level as early as 2027. Clearly the insurance industry is paying attention, with State Farm Insurance indicating that it will no longer sell California home insurance policies because of "rapidly growing catastrophe exposure." San Anselmo has modeled good climate action in the past, and other Towns have followed our lead. This is the reason to put a priority on continuing to make investments in climate action.

Thanks for considering my comments, and thanks for all you do every day.

Kathleen Gundry

70 Barber Avenue

STAFF REPORT

TOWN OF SAN ANSELMO Item #:3.3

MEETING DATE: June 13, 2023

AGENDA TITLE: 2022-2023 Budget Amendment and 2023-2024 Proposed Budget

FROM: Jeff Zuba, Finance & Admin Services Director

RECOMMENDATION: That the Town Council consider adopting the attached resolution amending the 2022-2023 Budget and provide staff feedback on the Preliminary Proposed 2023-2024 Budget and Work Plan.

BACKGROUND

The Town of San Anselmo's fiscal year starts on July 1 and ends the following June 30. Each year staff prepares a proposed budget to project revenues and recommend expenditures for the upcoming fiscal year.

DISCUSSION/ANALYSIS

The attached documents indicate that a balanced budget is anticipated in the General Fund for the 2023-2024 fiscal year. In the 2022-2023 fiscal year, the revised budget estimated an operating surplus of $35,000. The most recent information indicates, that 2022-2023 will end with a larger operating surplus of approximately $550,000. This increase is mainly due to an increase in sales tax received coupled with the fact that the Town had several open positions throughout the fiscal year. Staff will continue to review and provide a recommendation to the Town Council amending the FY 2022-2023 Transfers Out budget if the surplus remains. There are a few funds that staff could recommend, for example, Building Maintenance Fund to fund the Town's deferred building maintenance needs, Insurance Fund as Insurance premiums continue to surge and to protect against future claims, Emergency Project Fund to fund any unexpected items that occur like the Center Avenue Bridge Sinkhole. The estimated beginning fund balance as of July 1, 2023, is $8,048,821, or 32.4% of expenditures and transfers out. This reserve is expected to be maintained for 2023-2024 as the proposed budget is a balanced budget.

The following are the major changes to the 2023-2024 general fund budget as compared with the 2022-2023 budget:

Revenue

- Secured property tax, the General Fund's main source of revenue, is expected to increase by approximately $391,771 as compared to 2022-2023 estimated actual based on year-to-date collection from the Marin County Department of Finance and the town's property tax consultants. Total property taxes are expected to increase by approximately $478,112 or 3.0%, as compared to the 2022-2023 year-end estimate.

- General Fund Sales Tax category, which includes regular sales tax and Prop 172 Sales Tax, will see a decrease of ($55,000) or (3.2%) due to an expected slow-down in retail and online sales activities.

Property Taxes and Sales Tax make up approximately 86% of the General Fund revenues.

- Construction Permits and Fees for Service (Resale Inspections/Planning Fees) were held flat compared to the 2022-2023 estimated actuals. Although the Town Council approved a fee schedule increase of 4.9% effective July 1, 2023, the Town is anticipating a slowdown in activity compared to the previous years.

- The overall increase to revenue and transfers-in as compared to the fiscal year 2022-2023 revised budget is approximately $902,280.

Expenditures

- The total increase for salaries is approximately $267,983 as compared to the 2022-2023 revised budget, which represents the following adjustments:

    - 4.5% salary schedule increase for SEIU employees as well as for employees in the management and confidential groups effective July 1, 2023.
    - Anticipated step increases for eligible employees.
    - One position – Assistant Planner (Planning Department).

- The Town issued Pension Obligation Bonds in September 2021 to fund the Town's unfunded liability with CALPERS. The issuance of the bonds due to the favorable interest rate environment created savings between the bond payment schedule and the CalPERS amortization schedule. Those savings will be sent to the Pension Trust to address any future unfunded liability concerns. In the 2023-2024 budget, that amount is approximately $244,000 and budgeted in the non-

departmental fund of the General Fund. There will be an estimated $1,800 unfunded liability payment for the PEPRA-tiered employees.

- Health insurance costs are based on six months of the January 1, 2023 Kaiser medical insurance rate and another six months with a 4% escalator. The Town pays up to the Kaiser family rate for employees hired prior to July 1, 2014. Employees hired after July 1, 2014, have their medical benefits limited to a maximum of $2,000 per month.

- Payments for Pension Obligation Bonds is $586,067 in accordance with the debt service agreement, this is the second payment for the 2021 Pension Obligation Bonds.

- The payment to the Central Marin Police Authority for police services has been estimated to increase by $246,507 or 5.0% over the prior year's budget.

- The direct member contribution to Ross Valley Fire Department for fire-related services has been estimated to increase by $248,771 or approximately 5.19% from the prior year's budget.

- Included a budget of $500,000 for the Town's General Plan.

- The total increase in expenditures and transfers out is $937,279 as compared to the 2022-2023 revised budget.

MEASURE D SALES TAX FUND - The Measure D Sales Tax expired on March 31, 2023. At the time of this meeting, the Measure D sales tax fund potentially has around $230,000 in reserves that will need to be programmed in 2023-24. These sales tax proceeds will be expended for road paving, bridge maintenance program, median, and project management.

MEASURE J SALES TAX FUND - The Measure J Sales Tax began on April 1, 2023. The Town's consultant for Sales Tax estimated collections at $670,000 for the remainder of this fiscal year and $2,568,000 for 2023-24. The Town Council approved a two-year Measure J expenditure plan at their meeting on May 23, 2023.

ROAD MAINTENACE FUND - The Road Maintenance Fund is anticipating expenditures of $1,236,392 in 2023-24. Those expenditures are related to the Town's paving project, traffic signal controller, multimodal study, and unprogrammed work. The Road Maintenance Fund is also trying to build a reserve for the Town to implement the Stormwater Trash Implementation Program.

EMERGENCY PROJECT FUND – The Emergency Project Fund is anticipating expenditures of $2,917,225 in the fiscal year 2023-24 for the American Rescue Plan Act projects that the Town Council approved. Those projects include the Fire Station 20

Remodel in anticipation of the 3-person engine company in 2025-26, Town Hall and Library Roof and HVAC, and Robson House repair and repainting.

GRANTS FUNDS – The Town expects to receive grants totaling approximately $570,328 in the 2023-2024 fiscal year to complete work related to bridges, roadway improvements, and flood control. The only known at the time of this meeting are the state recycling grant and the TAM Measure AA. The other areas are estimates if work proceeds. If the Town becomes aware of any other grant opportunities and/or awarded funding adjustments will be made at the mid-year budget review.

LIBRARY TAX FUND -The Library Parcel Tax has increased from $66.40 per parcel to $68.40 per parcel, resulting in an additional $11,889 in revenue for supplemental library services.

MEASURE A PARK TAX FUND -The Town Council approved the Memorial Park Playing Field Repair Project for an estimated amount of $675,000 in FY2022-2023. Measure A was renewed by the voters in June 2022 and will continue to be split between Memorial Park and Open Space.

CLIMATE ACTION FUND – The creation of the fund is intended to help the Town build its capacity to identify and undertake climate action at the municipal level. The proposed budget includes provided funding of $55,000 for the Climate Action Coordinator shared with the Town of Fairfax and $50,000 for projects. The budget does include several projects, SolarApp+ implementation, SB1383 implementation, zero waste activities, and several rebate programs (e-bike, heat pump, etc.). Several projects are funded through grants or the reserves of the fund.

SPECIAL REVENUE FUND – CREEKSIDE COMMONS FUND – The creation of the fund is intended to track all the activities related to the Creekside Commons project and provide transparency to this once once-a-lifetime fundraising effort project. Since June 25, 2019, the Town has received a total donation amount of $450,500 for this project.

INTERNAL SERVICES FUNDS – BUILDING MAINTENANCE, TECHNOLOGY REPLACEMENT, AND VEHICLE REPLACEMENT FUNDS – The purpose of these funds is to account for the cost of operating and maintaining the Town’s building, network system, and vehicle program; to accumulate funding and build up reserves to fund future needs.

The Infrastructure & Fiscal Monitoring Committee (IFMC) reviewed the Proposed 2023-2024 Budget and Work Plan at their meeting on June 8, 2023. They discussed the general fund operations and capital budgets for the Town. The Committee unanimously approved a motion stating, We, the IFMC, affirm the general magnitude and direction of budget priorities, allocations, and Work Plan Priorities with particular emphasis on the importance of preparing a 5—year CIP and a Maintenance Plan which are essential to future capital and budget planning.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The proposed project is exempt from the California Environmental Quality Act (CEQA), under the “common sense” exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (Cal. Code Regs. tit. 14, § 15061).

Conclusion

The action recommended for the Council to consider adopting the budget amendment resolution for FY2022-23 and to provide staff feedback on the Proposed 2023-2024 Budget and Work Plan. The next step will be to incorporate any changes identified by Council and bring the Budget and Work Plan back to Council for adoption at the June 27, 2023, meeting.

ATTACHMENTS

Attachment 1- Resolution Amending 2022-2023 Budget
Attachment 2- Proposed 2023-2024 Budget

RESOLUTION NO. 4491

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO AMENDING THE 2022-2023 BUDGET

WHEREAS, the Town Council adopted the 2022-2023 fiscal year budget by Resolution No. 4438 on June 28, 2022; and

WHEREAS, at its meeting of February 14, 2023, the Town Council amend the budget as part of its Mid-Year Budget Review by Resolution 4475; and

WHEREAS, new information has emerged since the Mid-Year Budget Review of the 2022-2023 budget; and

WHEREAS, the Town Council finds it necessary and in the public interest to amend the budget amended by Resolution 4491;

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

The 2022-2023 budget be amended as follows:

GENERAL FUND

Transfers out	Increase Transfers to Building Maintenance Fund by $100,000
	Increase Transfers to the Special Events Fund by $50,000
	Increase Transfers to Insurance Fund by $100,000
	Increase Transfers to Downtown Revitalization by $15,000
	Increase Transfers to Technology Replacement by $75,000
	Increase Transfer to Emergency Reserve Fund by $200,000

BUILDING MAINTENANCE FUND

Transfers In	Increase Transfers in from General Fund by $100,000

SPECIAL EVENTS FUND

Transfers In	Increase Transfers in from General Fund by $50,000

INSURANCE FUND

Transfers In	Increase Transfers in from General Fund by $100,000

DOWNTOWN REVITALIZATION FUND

Transfers In	Increase Transfers in from General Fund by $15,000

TECHNOLOGY REPLACEMENT

Transfers In	Increase Transfers in from General Fund by $75,000

EMERGENCY PROJECTS

Transfers In	Increase Transfers in from General Fund by $200,000

I hereby certify that the foregoing resolution was passed and adopted by the San Anselmo Town Council at a regular meeting thereof, held on the 13th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Steve Burdo, Mayor

ATTEST:

_____
Serge Avila, Town Clerk

FISCAL YEAR 2023-24

Town of San Anselmo Proposed **2023-2024**

BUDGET & WORK PLAN

TOWN OF
SAN ANSELMO
EST. 1907

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TOWN MANAGER'S MESSAGE

Steve Burdo
Mayor

Eileen Burke
Vice Mayor

Brian Colbert
Councilmember

Alexis Fineman
Councilmember

Tarrell Kullaway
Councilmember

TOWN OF
SAN ANSELMO
EST. 1907

525 San Anselmo Avenue, San Anselmo, CA 94960-2682
www.townofsananselmo.org
(415) 258-4600 | Fax (415) 454-4683

June 13, 2023

Honorable Mayor Burdo, Town Council and San Anselmo Residents,

I am pleased to present the Town's Fiscal Year 2023-2024 Proposed Annual Budget and Work Plan- the annual financial roadmap for the Town of San Anselmo. This extensive, detailed, and balanced budget continues the Town Council's priorities to protect General Fund reserves while providing quality operational services and providing a Capital Improvement Program (CIP) of one-time expenses towards improving Town roads, parks, buildings and infrastructure.

The annual budget and work plan allocates resources to a variety of Town priorities and programs to ensure the community's physical security, enhance the community's quality of life, and develop, improve and maintain the Town's facilities and infrastructure.

This document represents our continued commitment to prudent fiscal management, to effective service delivery and to supporting a high quality of life for our citizens. Once adopted by the Council, the budget establishes the direction for all Town programs and services for the coming year. It represents the consensus of Council direction and staff recommendations on how to best accomplish Council goals and respond to the highest priorities of community needs.

TOWN ORGANIZATIONAL STRUCTURE

Town Council is the legislative body which represents the public; receives input, develops and adopts policy, and resolves public issues; formulates Town policy through motions, resolutions and ordinances which reflect the needs of the public.

Town staff, led by the Town Manager and the Department Managers, carries out the day-to-day work of the organization. These departments include Administration and Finance, Fire, Library, Planning, Police, Public Works, and Recreation.

TOWN MANAGER'S MESSAGE

SAN ANSELMO RESIDENTS

MAYOR
Steve Burdo

VICE MAYOR
Eileen Burke

COUNCIL MEMBER
Brian Colbert

COUNCIL MEMBER
Alexis Fineman

COUNCIL MEMBER
Tarrell Kullaway

TOWN TREASURER
John Mahl

TOWN CLERK
Serge Avila

TOWN MANAGER
David P. Donery

TOWN ATTORNEY
Megan H. Acevedo

LIBRARY
Linda Kenton
Director & Assistant Town Manager

FINANCE & ADMINISTRATIVE SERVICES
Jeff Zuba
Director

PUBLIC WORKS & BUILDING
Sean Condry
Director

FIRE DEPARTMENT
Dan Mahoney
Interim Fire Chief

POLICE DEPARTMENT
Michael Norton
Chief of Police

PLANNING DEPARTMENT
Heidi Scoble
Director

RECREATION & SPECIAL EVENTS
Dannielle Mauk
Director of Community Services

ITEM 3.3 - ATTACHMENT 2

TOWN OF SAN ANSELMO
ELECTED AND AUTHORIZED PERSONNEL SUMMARIES
FISCAL YEAR 2023-2024

DEPARTMENT	2019-2020 BUDGET	2020-2021 BUDGET	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET
GENERAL FUND					
Town Council*	n/a	n/a	n/a	n/a	n/a
Town Treasurer*	n/a	n/a	n/a	n/a	n/a
Administration and Finance	5.00	5.00	5.80	4.80	4.80
Legal Services*	n/a	n/a	n/a	n/a	n/a
Library	3.80	2.80	3.80	3.80	3.80
Planning	2.00	2.00	2.00	2.00	3.00
Fire Protection Services**	n/a	n/a	n/a	n/a	n/a
Police**	n/a	n/a	n/a	n/a	n/a
Public Works					
Engineering & Inspection	6.60	6.25	6.25	6.25	6.45
Street & Park Maintenance	6.00	6.00	6.00	7.00	7.00
Recreation	1.80	1.60	1.80	1.80	1.80
TOTAL GENERAL FUND	25.20	23.65	25.65	25.65	26.85
MEASURE D SALES TAX FUND	-	-	0.70	1.05	0.00
MEASURE J SALES TAX FUND	-	-	0.70	1.05	1.05
RECREATION FUND	5.00	5.00	5.00	5.20	5.20
SPECIAL REVENUE FUNDS					
Road Maintenance Fund	1.50	1.50	1.50	1.50	1.50
Library Fund	1.73	1.73	1.73	2.20	2.20
Robson House Fund	0.10	0.10	0.10	0.10	0.00
Isabel Cook Center Fund	0.10	0.10	0.10	0.10	0.00
TOTAL SPECIAL REVENUE FUNDS	3.43	3.43	3.43	3.90	3.70
TOTAL POSITIONS (ALL FUNDS)	33.63	32.08	34.78	35.80	36.80

* Town Council and Treasurer are elected part-time positions and receive fixed compensation
** Contracted servciers or JPA

Fiscal Summary And Economic Outlook

First, I want to place this budget in the historical context of our times. As we navigate the aftermath of the COVID-19 pandemic, many of its major impacts on society continue – the exodus of workers combined with a shortage of replacement workers, disruption of the global supply chain, continuing inflation, rising gas and electricity costs, and now several banking failures in the beginning of 2023 (in the USA and Europe), as well as the upcoming 2024 Presidential Election. Adding to the already precarious circumstances within the United States, a series of high profile international events expands the possibilities for prolonged economic instability -- the second year of Russia's invasion of Ukraine, the looming fear that China may take Taiwan, which produces the overwhelming majority of the world's semiconductors, the French President's comments in April suggesting that Europe should no longer follow America's lead, and the ability for OPEC+ to drastically increase oil prices overnight. Such waves on the international scale can produce significant ripple effects on local communities, including ours. Although San Anselmo may not be as directly affected by these external pressures as are larger cities, our local government does play an important role in providing and maintaining a positive and enriching quality of life along with keeping the community safe and providing social and economic well-being.

With that said, San Anselmo continues to make progress in many areas. The passage of the Library Parcel Tax (Measure H) at nearly 85% of the vote and the passage of the Measure J Sales Tax at nearly 75% of the vote are clear indications that residents are supportive of the Town's direction.

A Vision For Our Community

Planning staff has been busy working towards achieving certification of the Town's Housing Element, along with the completion of the Safety and Circulation Elements. Staff continues to develop local Objective Design Development Standards (ODDS) and recently passed an Inclusionary Housing Ordinance which allows for support for affordable housing. Additional zoning changes will be considered in conjunction with the Housing Element discussions, and staff will begin the process of updating the Town's General Plan in FY 2023-24. The last comprehensive General Plan update was completed in 1988.

Climate Resiliency

Meeting goals to combat climate change continue to be a high priority in San Anselmo. Recent efforts such as passing an ordinance banning the use of gas-powered landscape equipment, the transition from a local to a countywide ordinance banning single use plastics, the reduction in water use through conservation and efficiency upgrades, and the investment in electric vehicle infrastructure and electric vehicle fleet conversion and the approval the Town's Resilient Hub with will provide solar energy and back-up batteries at Town Hall.

The Town, with direct support through its Climate staff and Climate Action Committee, continues to prioritize projects that will move the Town towards further sustainability and resilience through achieving the goals of the Town's Climate Action Plan.

Work Plan Priorities

The proposed fiscal year 2023-24 budget was developed based on the continuing objective of providing high-quality services to our community in an effective, efficient, and financially responsible manner. The approved FY 2023-24 Work Plan Priorities can be found in each department's budget section. These goals provide a roadmap for departmental work during the fiscal year and beyond.

The fiscal year 2023-24 Proposed Budget and Work Plan reflects a balancing strategy that has prioritized essential services, continues to proactively fund long-term obligations, and maintains investments in the Town's most critical infrastructure.

Roads, Infrastructure and Drainage

Since 2013, when Measure D was passed by residents increasing funding for infrastructure improvements, the annual work plan for road, drainage and other infrastructure repairs has been greatly enhanced. Additional transportation funding has become available due the passage of Senate Bill 1 (SB 1).

Measure J replaced Measure D as of April of 2023 and provides additional funding for an expanded list of funding needs including roads, buildings, parks, enhanced fire protection and climate resiliency.

5-Year Capital Improvement Plan

In August of 2019, the Town Council approved a new 5-Year Capital Improvement Plan (CIP). This plan was reviewed the Capital Program Monitoring Committee and the Planning Commission before coming to the Town Council. Many of the priorities in the previous CIP are the same for the current Draft 5-Year CIP, however, due to the dynamic state of the budget, funds becoming available from sources such as Measure AA and SB1, and the periodic need to refresh the CIP, staff has updated the plan to reflect the current funding conditions.

Transportation funding in the CIP budget have typically been used for road maintenance projects. With the passage of Measure J, additional funds have been allocated for "active transportation" projects, which include bicycle and pedestrian improvements. The Town Council is currently working on guidelines clearly defining the types of projects that qualify as active transportation projects.

Aging Town Facilities

The Town's community parks and buildings are aging and many are in need of repair or replacement. These facilities include Memorial Park, the Robson Harrington Park and House, the Isabel Cook Community Center, Fire Stations #19 and #20, Town Hall and Creek Park. With the allocation of the Town's American Rescue Plan Act (ARPA) funds and the passage of Measure J, the Town has additional funding to begin to address these needs.

Plans are in place and funding has been allocated for the first two-year cycle of this work with projects including the rehabilitation of Fire Station #20, the replacement of the roof and HVAC at Town Hall, the renovation of the interior of Town Hall, the improvement of both the exterior and interior of the Robson House including ADA upgrades, the renovation of the Carriage House and lower lawn areas at Robson Park, and the exterior repair and repainting of the Isabel Cook Community Center.

Flood Mitigation

The San Anselmo Flood Risk Reduction Project (SAFRR) is part of the Marin County Flood District's 10-Year work plan to mitigate the 25-year flood event in the Ross Valley. The Project consists of three distinct phases: (1) the Sunnyside Nursery Flood Diversion and Storage Basin at 3000 Sir Francis Drake Boulevard in Fairfax; (2) the removal of buildings at 632-634 San Anselmo Ave in San Anselmo (BB2), a structure that partially obstructs the flow of San Anselmo Creek and related creek restoration; and (3) flood mitigation measures on designated downstream private properties that may see a rise in water surface due to the removal of BB2 in San Anselmo.

As of today, phases two and three have not been implemented.

Pension Obligations

In January of 2021, the Council approved the Town's participation to refinance its unfunded pension liability for the Town's Safety and Police Plan through the issuance of bonds by the Central Marin Police Authority. The combination of projected total interest savings over the current CalPERS amortization period of 25 years is $11.9 million, or approximately $534,000 per year. The Town would benefit from this savings as a member of the JPA.

After the January meeting, Town staff met with Wulff Hansen & Co., a financial advisor, to discuss potentially refinancing the Town's pension obligation debt with the California Public Employee Retirement System (CalPERS) for Town's miscellaneous plan. Wulff Hansen Co.'s analysis shows that the Town has an opportunity to achieve interest savings in the estimated amount of $3.4 million by issuing pension obligation bonds. At the Financial Advisory Committee meeting held on April 15, 2021, the Committee received the presentation given by Wulff, Hansen & Co. and voted unanimously to recommend that this action be brought to the full Town Council for consideration.

At the April 27, 2021 meeting, Staff brought the item forward for Council's consideration. Town Council voted unanimously to authorize staff to proceed with the project. In September of 2021 the Town issued bonds covering the pension obligations. The favorable bond rates at that time help the Town save over $170,000 per year in pension debt payments.

Grants

The proposed budget reflects a number of grants, some new and some awarded in earlier years. Grants are accounted for in the Grant Fund and the majority require no matching funds on the part of the Town. Actual budgeted expenditures for FY 2023-24 are, in many cases, less than the total amount of the grant as the projects are multi-year. Details and figures for these grants are available in the Grant Fund pages of the budget document.

Budget Format

The operations of the Town are budgeted primarily in the Town's General Fund. Significant maintenance projects and other capital improvements are contained in the Capital Reconstruction Fund. Road and drainage improvement projects are funded through the Road Maintenance Fund and grants in the Grants Fund. The Recreation Fund accounts for most of the revenue and expenditures related to recreation programs. The Library Tax Fund tracks expenditures related to the special Library services tax. The Measure J Sales Tax Fund tracks activity related to capital projects funded through the use of those funds. A list of all the Town funds, a description of their functions, and a summary of revenue and expenses are contained in the Overview of Funds section at the beginning of the budget document.

Conclusion

The proposed FY 2023-24 budget represents a prudent financial plan that addresses the Town's pressing capital and equipment needs while maintaining a staffing structure that strives to meet the needs of its citizens while allocating one-time monies to important community projects and priorities. The Town's staff remains committed to providing excellent community services to the residents of San Anselmo while operating within the boundaries of the adopted budget each year.

Acknowledgements

The development of the Town's annual budget and work plan, especially in these uncertain times, requires teamwork, foresight, experience, and leadership. From top to bottom, the leadership and dedication from within each Town department is reflected within this document.

In the fall of 2021, the Town appointed a new Finance and Administrative Services Director, Jeff Zuba. Jeff has brought to the town a strong background in managing local government finances and has put his own stamp of excellence on the operations of the Finance and Administrative Services Department from day one. The Town's team, led by Jeff, submit a proposed budget following the Town's strict standards, which reflect a careful balancing of accountability and progress with the overarching policy of 'living within our means.'

Respectfully submitted,

David P. Donery
Town Manager

TOWN OF

SAN ANSELMO

EST. 1907

ITEM 3.3 - ATTACHMENT 2

OVERVIEW OF FUNDS

OVERVIEW OF FUNDS
CHANGES IN FUND BALANCE
2023-2024

DESCRIPTION	Estimated Fund Balance June 30, 2023	Revenue	Transfers In	Total Resources Available	Expenditures	Transfers Out	Estimated Fund Bal & Res June 30, 2024
General Fund							
General Fund	8,048,821	20,559,595	384,030	28,992,446	20,244,125	699,500	8,048,821
Special Revenue Fund							
Community Services Master Plan	4,851	-	-	4,851	4,000	-	851
Road Maintenance Fund	169,628	683,475	759,583	1,612,686	1,236,392	-	376,294
State Gasoline Tax	-	662,023	-	662,023	-	662,023	-
Measure D Sales Tax Fund	675,126	-	-	675,126	675,126	-	-
Meaure J Sales Tax Fund	670,000	2,568,266	-	3,238,266	3,222,317	-	15,949
Emergency Reserve Fund	3,205,787	-	-	3,205,787	2,917,225	-	288,562
Downtown Revitalization Fund	21,371	15,000	-	36,371	4,178	-	32,193
Grant Fund	126,761	570,328	-	697,089	570,328	-	126,761
Recreation Fund	887,607	1,984,971	-	2,872,578	2,253,381	31,590	587,607
Library Tax Fund	28,597	309,111	-	337,707	336,560	-	1,148
Robson House	(17,709)	26,220	-	8,511	42,510	-	(33,999)
Special Events	41,242	107,000	-	148,242	107,000	-	41,242
Measure A Parks Tax Fund	-	119,000	-	119,000	-	-	119,000
Isabel Cook Center	37,499	107,688	-	145,187	97,500	-	47,687
Measure C Wildfire Tax Fund	154,959	367,000	-	521,959	367,000	-	154,959
Climate Action Fund	89,382	127,247	105,000	194,382	292,497	-	(98,115)
Creekside Commons Fund	89,319	-	-	89,319	89,319	-	-
Capital Project Funds							
Capital Reconstruction	7,548	-	-	7,548	-	-	7,548
Equipment Replacement	103,430	-	-	103,430	75,000	-	28,430
Debt Service Fund							
Measure G Debt Service	675,015	456,588	-	1,131,603	390,956	-	740,647
Municipal Lease Fund	-	-	-	-	-	-	-
Internal Service Fund				-			-
Insurance Fund	447,757	750,000	-	1,047,757	845,206	-	202,552
Building Maintenance Fund	335,455	364,050	-	699,505	350,000	-	349,505
Technologies Replacement	25,304	219,325	-	244,629	185,000	-	59,629
Vehicle Replacement Fund	170,000	-	100,000	270,000	125,000	-	145,000
TOTAL	15,997,750	29,996,887	1,348,613	47,343,250	34,430,620	1,393,113	11,519,517

TOWN OF

SAN ANSELMO

EST. 1907

ITEM 3.3 - ATTACHMENT 2

GENERAL FUND

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Understanding municipal finance takes a lot of effort and willingness to read and interpret a large volume and wide variety of information. The Town strives to make all communications, including financial information, as approachable and understandable as possible.

In this section, we are presenting information about how the Town receives its funding and how it gets spent. We are also presenting it in a new format that has been developed to lay out the basic structures of the income and outflow of tax dollars and other funds the Town receives and spends.

The Town of San Anselmo receives funding to operate through a variety of sources. Many are well-known, such as property tax and sales tax. These two sources make up the majority of Town funding. As you will see in this budget document, the Town's operations are accounted for in the General Fund.

GENERAL FUND REVENUE

PROPERTY AND OTHER TAXES

- **Property Tax:** Property tax is the primary source of revenue for the Town of San Anselmo. The basic property tax is 1 percent of assessed valuation, of which the Town receives less than one quarter. In 2023-2024, the assessed valuation of San Anselmo properties is expected to increase more than 4.0%, an indication that property sales remain strong.
- **Secured:** The Town's share of 1 percent on the Town's assessed valuation is billed by the County of Marin. A property assessment may not exceed a 2 percent increase in any year unless the property has been sold or improvements have been constructed.
- **Unitary:** State collected and distributed tax on utility-owned properties. In Marin County, PG&E property accounts for approximately 25% of unitary tax collections.
- **Unsecured:** Tax on property such as business office equipment and possessory interest tax.
- **Supplemental:** Taxes assessed on property sales and new construction outside the regular tax bills.
- **Homeowners Exemption (HOPTR):** Reimbursement for the property tax lost on the $7,000 homeowners' property tax exemption.
- **Pension Override Tax:** The Town's pension tax is used to pay for the cost of the employee pension program. The rate is $0.059 per $100 of a property's assessed value.
- **Municipal Service Tax:** The Town's Municipal Services Tax is used to pay for general Town services. It is assessed annually at $78 per residential living unit or 5.2 cents per square foot for commercial space.
- **ERAF Property Tax:** Beginning in the 1992-93 fiscal year, the State of California diverted property taxes from local governments to boost revenues to the State. The fund to which these local revenues are being diverted is called "ERAF," Educational Revenue Augmentation Funds. In Marin County, the ERAF formula allows the local governments to keep a portion of the diverted property taxes, or ERAF taxes.

- **Property Tax in Lieu of Motor Vehicle License Fees:** The vehicle license fee (VLF), also called the motor vehicle in-lieu tax, is a tax on the ownership of a registered vehicle in place of taxing vehicles as personal property.

OTHER TAXES

- **Sales Tax:** The Town receives 1 percent of the 9.25 percent in sales tax on retail sales transactions taking place in the Town. San Anselmo has relatively low sales tax revenue compared to its neighboring cities due to its physical location away from the freeway.
- **Property Transfer:** The Town and County of Marin each receive $.55 per $1,000 of the sales price of property sold in San Anselmo.

FRANCHISES

- **Garbage:** The Town receives 11% of the revenues of the garbage service.
- **Cable TV:** The Town receives 5% of the revenues received by the cable companies, Comcast and AT&T, from San Anselmo subscribers. Legislation has held that high speed internet access fees collected by the cable company are not subject to the franchise fee.
- **Electricity & Gas:** The Town receives 0.5 % of electrical service revenue and 1% of the gas service revenue in San Anselmo.

PERMITS AND LICENSES

- **Business License Tax:** Each business activity in San Anselmo is required to have a business license. Most license fees are based on the gross receipts of the business. The minimum license fee for most businesses is $15. A business license administrative fee is no longer being charged.
- **Construction:** Building, electrical, plumbing, heat/air/mechanical permits, and plan check fees. Revenues have steadily increased over the past few years due to strong building activity and turnover in real estate.

FINES

- **Vehicle Code:** The Town, County, and State each receive a share of the fines collected for vehicle code citations issued in San Anselmo. The State and County are the first to collect their share on the fines imposed by the courts.
- **Parking:** The Town's share of fines collected on parking citations issued in San Anselmo.

USE OF MONEY & PROPERTY

- **Interest:** The Town invests its idle funds with the Local Agency Investment Fund (LAIF) managed by the State Treasurer. The General Fund receives interest on all funds, with the exception of interest that accrues to the Measure G Debt Service Funds. Measure A Parks Tax Fund and Measure G Projects Fund; those funds accrue their own interest.

STATE REVENUE

- **Proposition 172 Sales Tax:** Allocation of 0.5 percent of sales tax approved by California voters to fund public safety costs.
- **Abandoned Vehicle Program:** Cities and towns are eligible to receive reimbursement for their costs in enforcing State abandoned vehicle laws. This revenue is turned over to Central Marin Police Authority.
- **Motor Vehicle License Fee:** The California Department of Motor Vehicles collects a property tax on the depreciated value of motor vehicles, and the State distributes the funds to local governments on a per capita basis.
- **State Mandated Reimbursement:** Legislation known as SB 90 previously required the State to reimburse local governments for the cost of implementing state mandates, such as domestic violence calls and Open Meeting Act laws. No reimbursement is expected this year from the State.

FEES FOR SERVICE

- **General Plan Maintenance Fee:** Fees collected from Planning applicants for General Plan maintenance.
- **Resale Inspections:** Town code requires an inspection by the Building Inspector at the time a residential property is sold, to identify health and safety hazards needing correction.
- **Planning Fees:** Cost recovery for labor to process planning permit applications, such as variances, use permits, design review, and subdivisions.

MISCELLANEOUS

- **Donations:** Donations from community groups or residents.
- **Other:** Miscellaneous Town revenues, such as copy machine revenue, reimbursement of water costs by the Robson Community Garden, donations by Friends of the Library, etc.

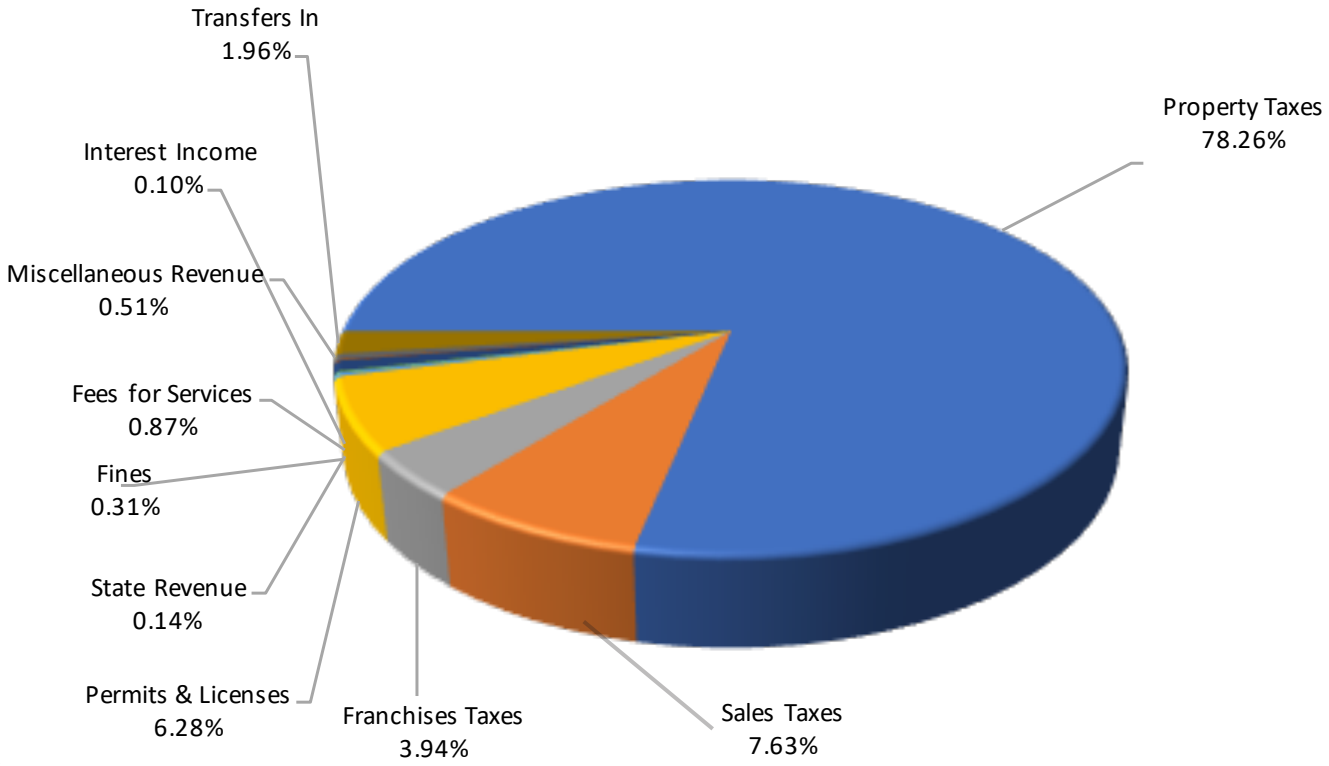
TRANSFERS IN

- **From State Gasoline Tax Fund:** Municipalities receive a share of State gas tax revenues, distributed on a per capita basis, for costs associated with street maintenance. This revenue is received into the Gas Tax Fund, a special revenue fund. Transfers are made to the General Fund to support street maintenance activities as appropriate.
- **From Recreation Fund:** Recreation Fund transfers its share of annual unfunded pension liability payment to General Fund.

OVERVIEW OF REVENUES & EXPENDITURES

To demonstrate the General Fund funding levels for FY 2023–24, please refer the chart below:

GENERAL FUND REVENUE SUMMARY $20,943,625



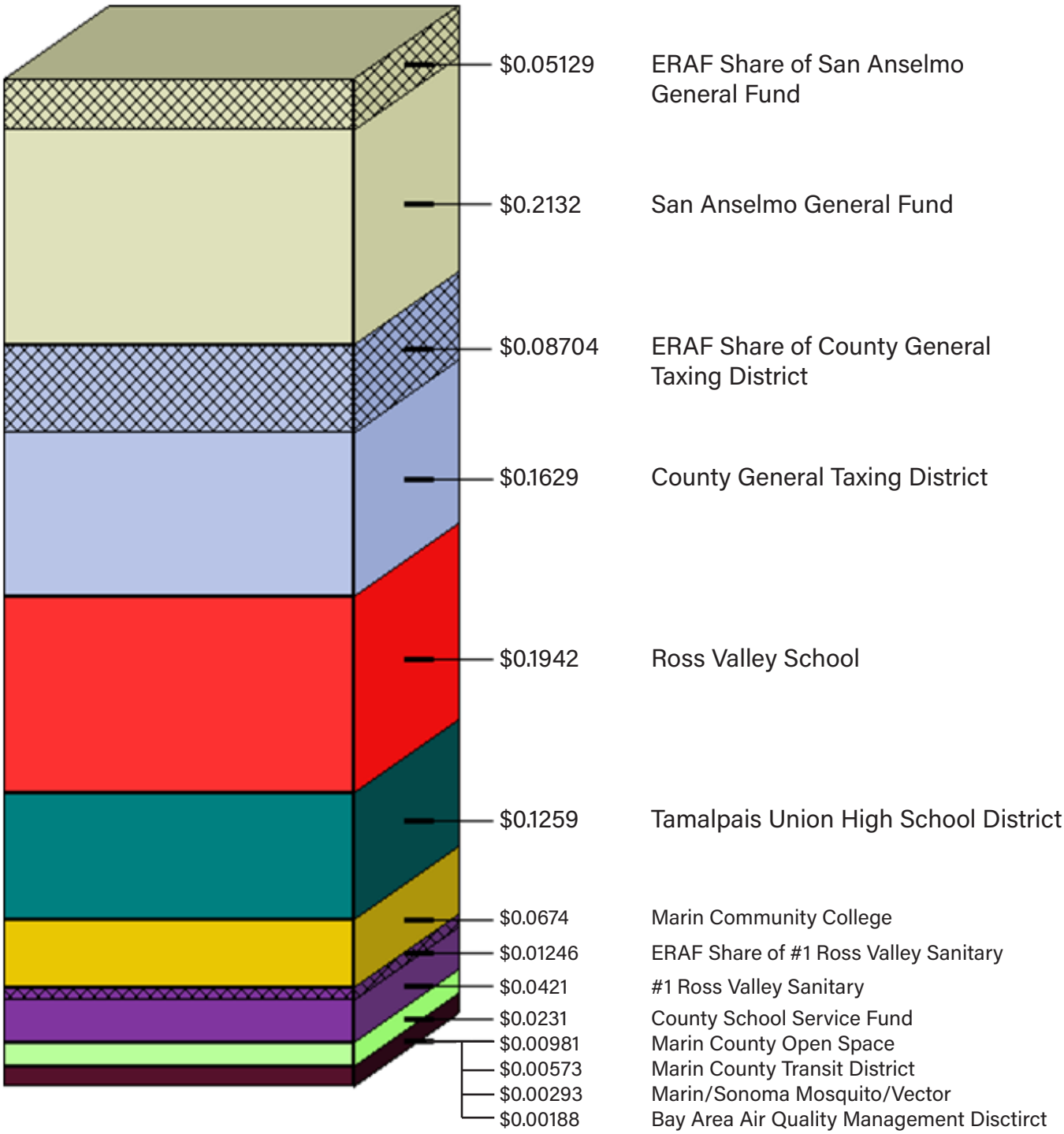
TOTAL GENERAL FUND REVENUE SUMMARY

Property Taxes	16,240,823	77.56%
Sales Taxes	1,655,000	7.90%
Franchises Taxes	848,000	4.05%
Permits & Licenses	1,306,000	6.24%
Fines	126,250	0.60%
State Revenue	27,500	0.13%
Fees for Services	178,250	0.85%
Interest Income	75,000	0.36%
Miscellaneous Revenue	102,772	0.49%
Transfers In	384,030	1.83%
Total	**20,943,625**	**100.00%**

Two of the most well-known taxes are property taxes and sales taxes (or sales and use taxes)

PROPERTY TAX ALLOCATION

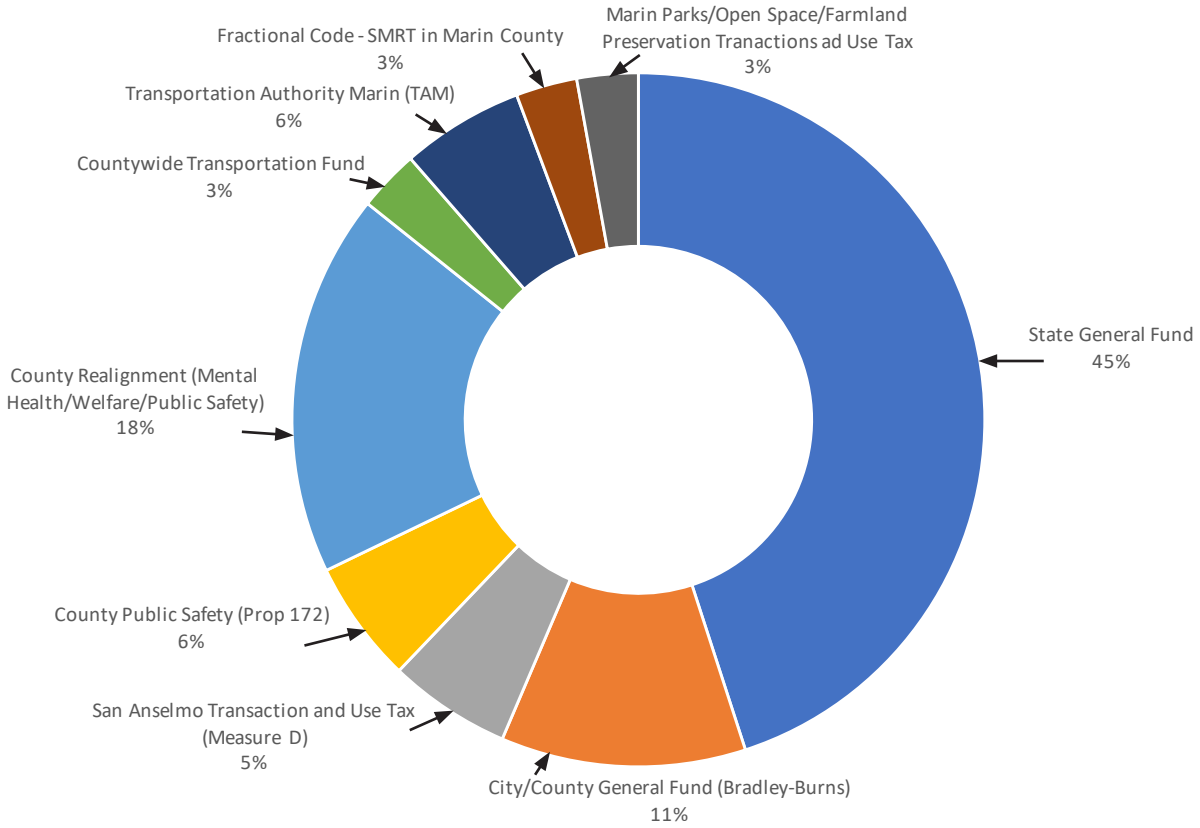
Property taxes in San Anselmo provide over 78% of the Town's operating revenue for FY2023-24. Of each dollar of property tax spent by our residents, the Town receives approximately $0.26. The chart below shows a breakdown of how your property taxes are used:



ITEM 3.3 - ATTACHMENT 2

SALES AND USE TAX ALLOCATION

Sales tax in the Town of San Anselmo is currently assessed at 9.25%. Of this amount, the Town receives 1% as per State Law, and an additional 1.0% from Measure J which is allocated towards road and infrastructure repairs and upgrades. The chart below shows a breakdown of how your local sales taxes are used:



SALES AND USE TAXES ALLOCATION

State General Fund	3.9375
City/County General Fund (Bradley-Burns)	1.0000
San Anselmo Transaction and Use Tax (Measure J)	1.0000
County Public Safety (Prop 172)	0.5000
County Realignment (Mental Health/Welfare/Public Safety)	1.5625
Countywide Transportation Fund	0.2500
Transportation Authority Marin (TAM)	0.5000
Fractional Code - SMRT in Marin County	0.2500
Marin Parks/Open Space/Farmland Preservation Tranactions ad Use Tax	0.2500
Total	**9.2500 %**

GENERAL FUND EXPENDITURES

LABOR COSTS

- **Salaries:** Salaries and salary-related costs are the largest single expenditure for the Town, approximately 78% of the Town's expenditures, including Fire and Police Department contract cost.
- **Final Salary/Leave Buyout:** Employees may opt to cash out one week of vacation per year. Upon separation from the Town, an employee's accrued vacation time payout costs and any other moneys due are paid from this category.
- **Health Benefits:** The Town currently has a cafeteria benefits plan that pays the equivalent of family Kaiser, dental, vision, a small life insurance policy for each employee and long-term disability premium currently in the amount of approximately $2,523 per month. Any unused portion of the 2023-24 cafeteria benefits plan is given to employees as "cashback" up to a cap of $365 per month. The cashback program offers flexibility to employees in their choices for health coverage. Employees hired after July 1, 2014 have their medical benefit limited to a maximum of $2,000 per month with no cashback option.
- **Retirement:** The Town is a member of the Public Employees Retirement System (PERS). The various plans are described in terms of a percentage of annual salary at a certain retirement age. For example, the 2% @ 55 plan allows an employee to retire at age 55 with 2% of his/her annual salary for each year of service. The Town had one retirement plan for Miscellaneous employees (2.7%@55) until February 2007, when a second-tier retirement plan (2%@55) was enacted in order to reduce retirement costs. The current configuration of retirement plans and their rates (expressed as a percentage of payroll) is:

Group	Tier 1	2023-24 Rate	2022-23 Rate	Tier 2 (eff. 2/07)	2023-24 Rate	2022-23 Rate	PEPRA
Miscellaneous	2.7%@55	15.95%	14.03%	2%@55	12.47%	10.87%	7.68%

Currently, part of the pension rate is expressed as a percentage of monthly salary. Employees pay the employee share, which is 8% for Miscellaneous in Tier 1 and 7% for Tier 2.

In 2012-13 the Town's PERS rate was reduced to reflect the sale of Pension Obligation Bonds to pay the Town's Employer Side Fund liability of $3,521,184. In 2003, CalPERS combined agencies with less than 100 members into risk pools based on plan type. The Employer Side Fund was created to account for the difference between the funded status of the pool and the funded status of individual plans. The repayment of the Pension Obligation Bonds is reflected in the Expenditure Summary under General Fund Departments, Debt Service (Pension Obligation Bonds). Overall, the refinancing of the side fund is saving the Town approximately $60,000 per year.

In January 2013 the State Public Employees' Pension Reform Act (PEPRA) went into effect. Any person who becomes a new member of the retirement system on or after January 1, 2013 may only be offered the new pension benefit plan specified in the Reform Act. All non-safety new hires are subject to a formula providing 2% of compensation for each year of service for an individual retiring at age 62, increasing to 2.5% for an individual retiring at age 67. PEPRA employees must pay 50% of the cost of the pension, currently 7.75%.

In May 2014, the CalPERS Board adopted changes to the existing pooling structure policies and a new policy for allocating the pools' unfunded accrued liability, effective for the 2015-16 employer contribution rates. Due to unintended consequences resulting from the PEPRA changes and existing PERS policies on risk pools, changes were necessary to ensure the proper funding of the pools. In order to address the problem, CalPERS combined twelve risk pools into two, one for Safety and one for Miscellaneous. Employer contributions toward the unfunded liability for plans in a risk pool are collected as dollar amounts instead of contribution rates expressed as a percentage of payroll for an estimated 30 years.

In September 2021, the Town issued Pension Obligation Bonds to pay the Town's Employer side unfunded liability of $9,070,378. Due to the favorable interest rate environment at the time of issuance the projected savings over the life of the bond is estimated to be $5,351,965. The savings between the CALPERS amortization schedule and bond repayment schedule will be paid to the Pension Trust each year to alleviate any future unfunded liability concerns. For the Town, year 2 savings estimated to be paid to the Pension Trust is $244,000.

With the consolidation of Police services into the Central Marin Police Authority and Fire services into the Ross Valley Fire Department, the Safety pension costs are included in their respective budgets.

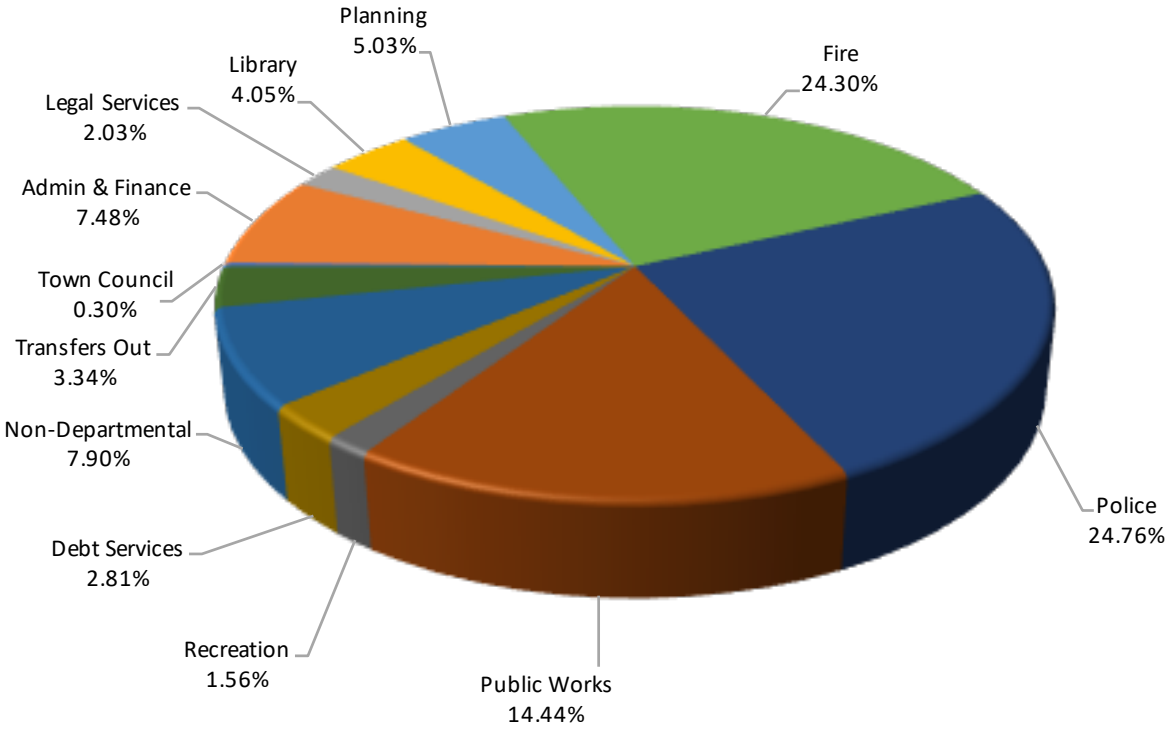
- **Payroll Taxes:** The Town participates in Social Security at a rate of 6.2% of total salary up to a limit of $167,700 in 2024 and in Medicare at a rate of 1.45% of total salary without limit.
- **Overtime/Temporary:** Costs associated with overtime pay and temporary help.

SERVICES AND SUPPLIES

- **Legal Advertising:** Legally required advertising for noticing of public meetings, bidding, ordinances and General Plan amendments.
- **Vehicle Operations:** Preventive and repair maintenance for the Town fleet of cars, trucks and motorcycles.
- **Equipment Maintenance:** Town equipment, including office equipment, copy machines, postage machine, fax, mowers.
- **Publications & Dues:** Professional and technical publications and membership dues in professional organizations.
- **Outside Services:** Outside audits, technical consulting assistance, Joint Powers Agreements for county wide services and parking meter collection.
- **Training:** Workshops, seminars and conference to keep staff current.
- **Internal Service Charge – Building Maintenance:** Janitorial, heating and air conditioning and minor repairs. Telephone, gas, electricity, water, sewer, and heat/air.
- **Internal Service Charge – Info Tech:** Technology support for departments.
- **Supplies:** Postage, copy paper, and miscellaneous supplies; costs associated with employee costs that are reimbursable, such as mileage allowance, uniforms, boots, and protective clothing tools; supplies and services related to the technical functions of each department.

OVERVIEW OF REVENUES AND EXPENDITURES

GENERAL FUND EXPENDITURE SUMMARY $20,943,625



TOTAL GENERAL FUND EXPENDITURE SUMMARY

Town Council	63,255	0.30%
Admin & Finance	1,566,544	7.48%
Legal Services	425,000	2.03%
Library	847,839	4.05%
Planning	1,053,901	5.03%
Fire	5,088,722	24.30%
Police	5,184,636	24.76%
Public Works	3,445,171	16.45%
Recreation	326,682	1.56%
Debt Services	587,567	2.81%
Non-Departmental	1,654,808	7.90%
Transfers Out	699,500	3.34%
Total	**20,943,625**	**100.00%**

ITEM 3.3 - ATTACHMENT 2

GENERAL FUND SUMMARY

TOWN OF SAN ANSELMO
GENERAL FUND
2023-2024

	2021-2022	2022-2023		2023-2024	
	Actual	Rev Budget	Est. Actual	Budget	%Total
BEGINNING BALANCE	6,266,021	7,501,148	7,501,148	8,048,821	
REVENUE					
Property Taxes	15,119,757	15,383,828	15,762,711	16,240,823	77.5%
Franchise Taxes	876,162	775,000	862,797	848,000	4.0%
Sales Taxes	1,783,785	1,710,000	1,740,000	1,655,000	7.9%
Licenses, Permits, Fees, Fines	1,282,377	1,419,500	1,408,425	1,432,250	6.8%
Use of Money & Property	(48,150)	70,000	75,000	75,000	0.4%
Other Agency Revenue	22,849	27,500	36,563	27,500	0.1%
Fees for Services, Misc	297,892	271,070	301,325	281,022	1.3%
SUB TOTAL	19,334,673	19,656,898	20,186,821	20,559,595	98.2%
TRANSFERS IN	388,287	384,447	361,429	384,030	1.8%
TOTAL REVENUE AND TRANSFERS IN	19,722,960	20,041,345	20,548,250	20,943,625	100.0%
TOTAL RESOURCES	25,988,981	27,542,493	28,049,398	28,992,446	
EXPENDITURES					
Salaries	2,503,360	3,063,145	2,844,618	3,331,127	15.9%
Retirement	1,017,547	692,141	640,325	726,369	3.5%
Other Benefits	553,089	893,107	668,777	895,117	4.3%
Office & Dept Sup, Lib Mat	181,819	152,594	198,170	179,950	0.9%
Training, Publications, Dues	48,406	59,046	65,224	81,023	0.4%
Outside Serv: Other	2,837,755	2,812,955	2,792,202	2,837,740	13.5%
Outside Serv: Ross Valley Fire Dept	4,559,102	4,869,951	4,827,582	5,088,722	24.3%
Outside Serv: Central Marin Police	4,690,030	4,938,129	4,938,129	5,184,636	24.8%
Internal Charge Info Tech	-	183,000	183,000	219,325	1.0%
Internal Charge Building Maintenance	-	344,784	344,784	364,050	1.7%
Internal Charge Insurance	-	600,000	600,000	750,000	3.6%
Debt Service Principal	227,000	285,000	285,000	410,000	2.0%
Debt Service Interest	6,208	248,976	209,249	176,067	0.8%
SUB TOTAL	16,624,316	19,142,828	18,597,060	20,244,125	96.7%
TRANSFERS OUT	1,863,517	863,517	1,403,517	699,500	3.3%
TOTAL EXPENDITURES & TRANSFERS OUT	18,487,833	20,006,345	20,000,577	20,943,625	100.0%
Net Increase/(Decrease)	1,235,127	35,000	547,674	-	-
ENDING BALANCE	7,501,148	7,536,148	8,048,821	8,048,821	
Committed	1,273,158	1,273,158	1,273,158	1,273,158	6.1%
Unassigned/Committed Reserve	6,227,990	6,262,990	6,775,663	6,775,663	32.4%
TOTAL BUDGET	25,988,981	27,542,493	28,049,398	28,992,446	1.00%

GENERAL FUND SUMMARY

GENERAL FUND REVENUE SUMMARY

	2021-22 Actuals	2022-2023 Revised Budget	2022-2023 Estimated Actuals	2023-2024 Budget	% of Total Budget
PROPERTY TAXES					
Secured	8,318,069	8,677,849	8,837,859	9,229,630	44.07%
Unitary	62,928	50,000	71,156	62,704	0.30%
Unsecured	149,702	159,994	164,258	174,323	0.83%
Supplemental	82,150	110,000	127,274	110,000	0.53%
HOPTR	33,188	32,891	33,000	32,870	0.16%
Pension Override	2,696,259	2,592,645	2,830,255	2,756,290	13.16%
Muni Services	448,781	454,462	454,462	456,766	2.18%
ERAF (County)	1,503,900	1,469,664	1,425,000	1,509,600	7.21%
Prop Tax in Lieu of MVLF	1,612,710	1,716,323	1,729,447	1,803,640	8.61%
Property Transfer Tax	212,069	120,000	90,000	105,000	0.50%
PROPERTY TAXES	15,119,757	15,383,828	15,762,711	16,240,823	77.55%
SALES TAXES					
Sales Tax - State 1%	1,641,558	1,610,000	1,600,000	1,545,000	7.38%
Prop 172 Sales Tax	142,228	100,000	140,000	110,000	0.53%
SALES TAXES	1,783,785	1,710,000	1,740,000	1,655,000	7.90%
FRANCHISE TAXES					
Garbage Franchise	510,787	465,000	500,000	510,000	2.44%
Cable Franchise	222,598	195,000	209,486	213,000	1.02%
PG & E Franchise	142,777	115,000	153,311	125,000	0.60%
FRANCHISE TAXES	876,162	775,000	862,797	848,000	4.05%
PERMITS AND LICENSES					
Business License Tax	298,988	260,000	300,000	290,000	1.38%
Meter Parking	-	20,000	-	-	0.00%
Merchant Parking	-	4,500	-	-	0.00%
Construction Permits	899,501	1,075,000	1,025,000	1,016,000	4.85%
PERMITS AND LICENSES	1,198,490	1,359,500	1,325,000	1,306,000	6.25%

GENERAL FUND SUMMARY

FINES					
Vehicle Code	24,450	10,000	20,000	10,000	0.05%
Library	2,484	-	3,425	1,250	0.01%
Parking	56,954	50,000	60,000	115,000	0.55%
FINES	83,888	60,000	83,425	126,250	0.60%
USE OF MONEY AND PROPERTY					
Interest	-48,150	70,000	75,000	75,000	0.36%
USE OF MONEY AND PROPERTY	-48,150	70,000	75,000	75,000	0.36%
STATE REVENUE					
State Library AID	8,190	-	-	-	0.00%
State Mandated Reimb.	-	-	14,063	-	0.00%
Other State Revenue	14,659	27,500	22,500	27,500	0.13%
STATE REVENUE	22,849	27,500	36,563	27,500	0.13%
FEES FOR SERVICES					
General Plan Maint. Fee	10,378	6,000	11,466	6,750	0.03%
Resale Inspections	53,184	50,000	40,000	50,000	0.24%
Planning Fees	119,439	100,000	85,000	111,500	0.53%
Other Fees	3,032	15,000	21,000	10,000	0.05%
FEES FOR SERVICES	186,033	171,000	157,466	178,250	0.85%
MISCELLANEOUS REVENUE					
Friends of Library Donation	2,300	-	27,721	-	0.00%
Library Fundraising	-	-	-	-	0.00%
Ross Valley Fire Dept.	87,465	90,070	90,070	92,772	0.44%
Other Misc Revenue	22,094	10,000	26,068	10,000	0.05%
MISCELLANEOUS REVENUE	111,859	100,070	143,859	102,772	0.49%
GENERAL FUND OPERATING REVENUE	19,334,673	19,656,898	20,186,821	20,559,595	98.17%
TRANSFERS IN					
Transfers In	388,287	384,447	361,429	384,030	1.83%
TRANSFERS IN	388,287	384,447	361,429	384,030	1.83%
TOTAL REVENUE AND TRANSFERS IN	19,722,960	20,041,345	20,548,250	20,943,625	100.00%

GENERAL FUND SUMMARY

GENERAL FUND
EXPENDITURE SUMMARY

	2021-2022	2022-2023	2022-2023	2023-2024	
	Actuals	Revised Budget	Estimated Actuals	Budget	% of Total Budget
GENERAL FUND DEPARTMENTS					
Town Council	30,254	101,030	72,573	63,255	0.30%
Administration and Finance	1,227,668	1,450,835	1,313,143	1,566,544	7.48%
Legal Services	367,034	385,000	321,500	425,000	2.03%
Library	630,298	781,633	804,195	847,839	4.05%
Planning	370,827	958,759	770,544	1,053,901	5.03%
Public Safety					
Fire	4,559,102	4,869,951	4,827,582	5,088,722	24.30%
Police	4,690,030	4,938,129	4,938,129	5,184,636	24.76%
Public Works					
Engineering	1,480,517	1,760,519	1,490,442	1,684,804	8.04%
Street and Park Maintenance	1,617,593	1,657,870	1,896,353	1,760,367	8.41%
Recreation	253,420	294,405	295,144	326,682	1.56%
Debt Service- Pension Obligation Bonds	234,608	530,476	495,749	587,567	2.81%
Non-Departmental	1,036,578	1,414,225	1,371,708	1,654,808	7.90%
TOTAL EXPENDITURES	16,497,930	19,142,830	18,597,062	20,244,125	96.66%
GENERAL FUND TRANSFERS					
to Building Maintenance Fund	200,000	-	100,000	-	0.00%
to Capital Reconstruction Fund	-	-	-	-	0.00%
to Climate Fund	55,000	105,000	105,000	105,000	0.50%
to Special Events Fund	-	-	50,000	29,500	0.14%
to Insurance Fund	650,000	-	100,000	-	0.00%
to Downtown Revitalization		-	15,000	15,000	0.07%
to Municipal Lease Fund	158,517	158,517	158,517	-	0.00%
to Road Maintenance Fund	400,000	450,000	450,000	450,000	2.15%
to Technology Replacement Fund	100,000	50,000	125,000	-	0.00%
to Vehicle Replacement Fund	100,000	100,000	100,000	100,000	0.48%
to Emergency Project Fund	200,000	-	200,000	-	0.00%
TRANSFERS OUT	1,863,517	863,517	1,403,517	699,500	3.34%
TOTAL EXPENDITURES AND TRANSFERS OUT	18,361,447	20,006,347	20,000,579	20,943,625	100.00%

TOWN COUNCIL

The five-member Town Council is the legislative body of the Town**.** The elected representatives enact ordinances, determine policy, hear appeals, adopt the annual budget, fix salaries, appoint the Town Manager and the members of the Town's boards, commissions, and committees, and through the Town Manager, monitor the activities of Town staff**.** Regular meetings of the Council are held on the second and fourth Tuesdays of every month**.** Councilmembers also serve on regional and local boards and on Council ad-hoc committees.

LABOR

Compensation for each Councilmember is $300 per month.

SERVICES AND SUPPLIES

- **Training** – Attendance at meetings of the Marin County Council of Mayors and Councilmembers (MCCMC), the League of California Cities, and other meetings or conferences ($15,500).
- **Outside Services** – Other ($20,000).
- **Internal Service Charge – Building maintenance** – Heat/air, and minor repairs ($2,150).
- **Internal Service Charge – Info Tech** – All utilities and internet connection ($2,575).
- **Department supplies** – Frames and certificates for Council commendations and ceremonies, and for Council meeting supplies ($3,000).

GENERAL FUND
TOWN COUNCIL

	2021-2022	2022-2023	2022-2023	2023-2024	
	Actuals	Revised Budget	Estimated Actuals	Budget	% of Total Budget
Labor Costs					
Salaries	19,250	18,600	18,600	18,600	29.40%
Payroll Taxes	1,473	1,430	1,473	1,430	2.26%
LABOR COSTS	20,723	20,030	20,073	20,030	31.67%
Services & Supplies					
Training	7,495	9,000	15,000	15,500	24.50%
Outside Services	10	65,000	30,000	20,000	31.62%
Internal Service - Bldg Maint	898	2,000	2,000	2,150	3.40%
Internal Service - Info Tech	560	2,500	2,500	2,575	4.07%
Departmental Supplies	569	2,500	3,000	3,000	4.74%
SERVICES & SUPPLIES	9,532	81,000	52,500	43,225	68.33%
TOTAL BUDGET	30,254	101,030	72,573	63,255	100.00%

ADMINISTRATION & FINANCE

The Administration & Finance Department implements the legislative actions of the Town Council and provides for the Town's administrative, fiscal, personnel, property management, public information, and record-keeping functions. In addition, its staff manages labor relations and staff support, inter-governmental relations, business license administration, risk management, and insurance administration, the Town's franchise agreements for cable television and solid waste collection, and state and federal mandates such as the Americans with Disabilities Act. The Department provides administration and coordination for various town policies, programs, and procedures.

2022-2023 ACCOMPLISHMENTS

- Reached an agreement with Service Employees International Union, Local 1021 (SEIU) on a Memorandum of Understanding for fiscal year 2022-2025.
- Reorganized Finance Department.
- Created and filled the Community Engagement Coordinator position.
- Created and filled the Public Works Manager position.
- Updated the Town's purchasing policy.
- Developed a plan for the American Rescue Plan Act Funds.
- Implemented new agenda software.
- Implemented new Boards and Commissions software.
- New format for weekly Town Manager newsletter.
- New format for quarterly Town Business newsletter.
- Reformatted and updated content on the Town website, preparing for a full site refresh.
- Surveys – Live on the Avenue- nearly 700 respondents
- Signage: Memorial Park, Light pole banner program on San Anselmo Avenue. Live on the Avenue event/sponsor, merchant posters.
- Facilitated restaurant/food purveyor group to address food issues for Live on the Avenue.

2023-2024 GOALS/WORK PLAN

Below are the FY 2023-2025 Work Plan Priorities for the Administration and Finance Department:

1. **Category:** Investing in People

   Priority: Town-wide compensation study
   Description: Conduct a Town-wide compensation study. The goal in reviewing employee compensation is to benchmark the Town's salaries with the goal of providing competitive compensation to comparable local municipalities to assist in the recruitment and retention of talented employees. Become Employer of Choice.
   Staff Impact: Moderate
   Fiscal Impact: TBD

ADMINISTRATION & FINANCE

2. **Category:** Excelling in Town Services

   Priority: Update Town's Investment Policy
   Description: Update the existing Investment Policy (1997) to reflect best practices and to ensure compliance with federal, state, and applicable laws and regulations.
   Staff Impact: Low
   Fiscal Impact: None

3. **Category:** Investing in People

   Priority: Implement Ready Set Audit Results for Human Resources
   Description: An audit of the Town's rules, policies, ordinances, and other areas was conducted by Ready Set in an effort to assure that they are fair, equitable and completely bias free. As part of that audit, HR wants to implement new recruiting strategies to be sure that we are reaching all potential candidates.
   Staff Impact: Moderate
   Fiscal Impact: Low

4. **Category:** Investing in People

   Priority: Employee Trainings (Lunch & Learn)
   Description: Develop a Lunch and Learn program, a joint lunch for their employees to encourage learning, foster building strong relationships, and enhance professional development. Lunch and Learn events offer opportunities for coworkers to share ideas and discuss issues in a relaxed atmosphere.
   Staff Impact: Low
   Fiscal Impact: Low

5. **Category:** Excelling in Town Services

   Priority: Update Fee Study
   Description: A review of the fee study is needed to ensure that the Town's fees are updated to reflect the latest cost information. The study will identify the full costs of providing each service, including direct, indirect, and overhead costs. Identifying the full cost of a service will assist in determining the appropriate fee for each service and prevent the subsidization of individual services with taxpayer dollars.
   Staff Impact: Low
   Fiscal Impact: Low

6. **Category:** Connecting with the Community

   Priority: Town telephone system
   Description: Update the current Town phone system from an analog system to allow for increased efficiency and usability. Voicemails can be integrated into the email system to allow for better response capabilities and customer service.
   Staff Impact: Low
   Fiscal Impact: Moderate

ADMINISTRATION & FINANCE

7. **Category:** Excelling in Town Services

   Priority: Update Finance/Payroll/HR Systems
   Description: Review the options for a change in Town's software to a cloud-based system more suited for a smaller local municipality.
   Staff Impact: Moderate
   Fiscal Impact: Moderate

8. **Category:** Connecting with the Community

   Priority: Implement Online Records Management Program
   Description: Through an RFP process, retain services of an online records retention service for the purpose of providing efficient access to Town records for both staff and the public.
   Staff Impact: Moderate/High
   Fiscal Impact: Moderate

LABOR

Title	2021-2022	2022-2023	2023-2024
Town Manager	1.00	1.00	1.00
Finance & Administrative Services Director	1.00	1.00	1.00
Deputy Town Clerk/Management Analyst	1.00	1.00	1.00
Accounting/Benefits Technician	1.00	1.00	0.00
Senior Accountant/Financial Supervisor	1.00	0.00	1.00
Community Engagement Coordinator	0.80	0.80	0.80
Total	**5.80**	**4.80**	**4.80**

SERVICES AND SUPPLIES

- **Training** – Staff attendance at training seminars, meetings of the League of California Cities and California Municipal Finance Officers Association.
- **Outside Services** – Annual audits ($33,500), financial reports and bank charges ($70,000), Compensation Study ($35,000); Solid Waste Compliance consultation services ($15,000), Sales Taxes and Property Taxes management ($20,000); Business Licensing services ($40,000), Website Design ($20,000).
- **Publications & dues** – Membership in the Marin Managers Association and California Society of Municipal Finance Officers.
- **Equipment maintenance** – Computers, copy machines, telephone, postage machine, and other.
- **Internal Service Charge – Building maintenance** – Building maintenance – Janitorial, heat/air, and minor repairs ($23,500), Electricity, gas, telephone, water, and sewer ($25,250).
- **Internal Service Charge – Info Tech** – Technology support for department ($10,000), website and accounting software ($50,000), meeting software ($20,000)
- **Office and Department Supplies** – Postage, copy paper, ink cartridges, miscellaneous supplies, updates of the Municipal Code.

GENERAL FUND
ADMINISTRATION AND FINANCE

	2021-2022	2022-2023	2022-2023	2023-2024	
	Actuals	Revised Budget	Estimated Actuals	Budget	% of Total Budget
Labor Costs					
Salaries	690,019	724,315	732,801	795,490	50.78%
Temporary Help	29,314	30,000	35,200	35,000	2.23%
Overtime	4,685	-	5,742	-	0.00%
Retirement	55,716	67,696	58,750	74,977	4.79%
Benefits	86,447	134,729	82,387	117,870	7.52%
Payroll Taxes	50,407	56,610	51,513	60,357	3.85%
LABOR COSTS	916,588	1,013,350	966,393	1,083,694	69.18%
Services and Supplies					
Training	2,760	10,000	8,500	10,000	0.64%
Outside Services	251,403	280,735	205,000	305,000	19.47%
Publications and Dues	9,295	2,000	1,500	8,750	0.56%
Equipment Maintenance	3,027	6,600	1,000	600	0.04%
Internal Service - Bldg Maint	17,531	45,750	45,750	48,750	3.11%
Internal Service - Info Tech	18,273	75,000	75,000	92,250	5.89%
Supplies	8,790	17,400	10,000	17,500	1.12%
SERVICES & SUPPLIES	311,079	437,485	346,750	482,850	30.82%
TOTAL BUDGET	1,227,668	1,450,835	1,313,143	1,566,544	100.00%

TOWN OF
SAN ANSELMO
EST. 1907

LEGAL SERVICES

The Town Attorney is the legal official of the Town, responsible for providing legal advice to the Town Council and staff and for providing legal representation as needed to protect the Town's interests**.** The Town Attorney is accountable directly to the Town Council.

Litigation resulting from property damage and similar claims against the Town is managed and accounted for through the Town's self-insurance liability pool program, budgeted through the Insurance Fund.

2023-2024 CHANGES/HIGHLIGHTS

The Department budget for 2023-2024 reflects an hourly rate of $250 for Town Attorney.

SERVICES AND SUPPLIES

Outside services – The cost to provide legal services is separated into three categories:

- **General Legal Counsel** – General legal counsel includes day-to-day advice on matters such as land use, elections, nuisance abatements, open meeting laws, law enforcement, and the applicability of municipal ordinances, as well as state and federal laws.
- **Litigation** – Legal expenses related to litigation.
- **Employment Legal Services** – Costs for specialized human resources legal counsel.

GENERAL FUND
LEGAL SERVICES

	2021-2022	2022-2023	2022-2023	2023-2024	
	Actuals	Revised Budget	Estimated Actuals	Budget	% of Total Budget
Services and Supplies					
Litigation	1,222	60,000	1,500	60,000	14.12%
General Legal Counsel	233,989	215,000	280,000	255,000	60.00%
Personnel Legal Services	131,823	110,000	40,000	110,000	25.88%
SERVICES & SUPPLIES	367,034	385,000	321,500	425,000	100.00%
TOTAL BUDGET	367,034	385,000	321,500	425,000	100.00%

LIBRARY

The San Anselmo Public Library strives to be a hub of information, knowledge, culture, and inspiration in the heart of San Anselmo. The services provided by the Town Library staff are designed to meet the informational and recreational needs of residents and businesses in a timely and professional manner, to enrich the lives of library patrons and to encourage children and teens to read.

The library welcomes over 90,000 patrons annually, circulates approximately 154,000 items, and provides over 400 programs attended by approximately 17,000 participants of all ages.

The library is open six days a week for 46 hours, provides direct services across two public desks, and offers a Chromebook and three public Internet stations. A local history collection is maintained in the San Anselmo Historical Museum and a print and digital collection of over 100,000 items supports a community interested in knowing its own story, in life-long learning, in a thriving intellectual and physically-active environment, in professional growth, and in motivating children of all ages to be readers.

The post-pandemic library features increased digital resources including ebooks, eaudio and streaming movies. Adult programming continues to provide both in-person and hybrid options while children's programming has returned to pre-pandemic levels and is provided outdoors, weather permitting.

2022-2023 Highlights

- Launched O.W.L.S—Outreach on Wheels for Library Services, a library delivery service for temporarily or permanently homebound San Anselmo residents
- Improved wayfinding signage around the library building
- Launched RFID system
- Implemented the California State Parks Pass program
- Sponsored two new program initiatives: Climate Action series and Year of the Rabbit series
- Joined partner libraries in Overdrive: Peninsula Library System and NorthNet

LIBRARY

2023-2025 GOALS/WORK PLAN

- Reimagine and improve shelving for special collections
- Study the organization of physical public space
- Implement plan to redesign public library space
- Study the organization of physical staff workspace on lower level and implement recommendations
- Complete implementation of RFID project

LABOR

Title	2021-22	2022-23	2023-24
Town Librarian	1.00	1.00	1.00
Librarian II	1.00	1.00	1.00
Senior Library Assistant	0.80	0.80	0.80
Library Assistant	1.00	1.00	1.00
Total	**3.80**	**3.80**	**3.80**

SERVICES AND SUPPLIES

- **MARINet Membership** — County-wide automated catalog, circulation system, delivery, eBooks, and databases ($93,257).
- **Print and Digital Books, DVDs and Periodicals** — Adult books ($11,400), children's books ($5,305), magazines and newspapers ($4,908), videos ($531), and audiobooks ($2,652).
- **Outside Services** — Outside programs, guest artists, performers, and lecturers ($17,250).
- **Training** — Conferences, workshops, and webinars to keep staff current on library trends ($500).
- **Publications & Dues** — Library organization dues and publications for staff to maintain expertise in library, catalog, and information services ($2,000).
- **Internal Service Charge – Building Maintenance** — Janitorial, elevator, heat/air, and minor repairs ($31,508). Electricity, gas, water, sewer, telephone, and Internet ($14,322).
- **Equipment Maintenance** — Maintenance of office equipment and computers ($1,485).
- **Internal Service Charge – Info Tech** — Technology support for the department ($17,500).
- **Office and Department supplies** — Postage, copy paper, miscellaneous supplies, cataloging, circulation, and materials repair supplies ($5,835).

GENERAL FUND
LIBRARY

	2021-2022 Actuals	2022-2023 Revised Budget	2022-2023 Estimated Actuals	2023-2024 Budget	% of Total Budget
Labor Costs					
Salaries	248,050	364,997	368,919	396,500	46.77%
Temporary Help	65,192	50,000	67,549	60,000	7.08%
Overtime	-	-	-	-	0.00%
Retirement	28,982	38,007	34,872	45,216	5.33%
Benefits	55,995	97,130	83,931	100,505	11.85%
Payroll Taxes	22,624	31,205	28,241	34,291	4.04%
LABOR COSTS	420,843	581,339	583,512	636,512	75.07%
Services and Supplies					
Training	424	200	515	500	0.06%
Outside Services	36,048	16,995	30,000	17,250	2.03%
MARINet Database	78,282	91,922	91,922	93,257	11.00%
Publications and Dues	1,385	500	1,750	2,000	0.24%
Internal Service - Bldg Maint	39,924	44,496	44,496	46,000	5.43%
Equipment Maintenance	4,988	1,442	5,000	1,485	0.18%
Internal Service - Info Tech	15,521	15,000	15,000	17,500	2.06%
Books, DVDs & Periodicals	22,047	24,074	22,500	27,500	3.24%
Supplies	10,836	5,665	9,500	5,835	0.69%
SERVICES & SUPPLIES	209,455	200,294	220,683	211,327	24.93%
TOTAL BUDGET	630,298	781,633	804,195	847,839	100.00%

TOWN OF
SAN ANSELMO
EST. 1907

PLANNING

This Department is responsible for land use planning and zoning. The department reviews applications for development permits, provides public information, maintains the General Plan, Climate Action Plan, and other planning documents, and enforces zoning regulations. Department staff process applications for zoning entitlements, and drafts and revise zoning regulations. Planning Department staff supports the Planning Commission, Open Space Committee, Economic Development Committee, Sustainability Commission and Racial Equity Ad Hoc Committee and represents the Town on the Marin Map Executive Committee.

2022-2023 ACCOMPLISHMENTS

- **2022 Planning Commission Review**
  - 23 Land use entitlements processed (January to May- 5 entitlements; June to December 18 entitlements)
  - ADU Regulations (2021, 2022, and 2023)
  - SB 478 and AB 970- Commercial Floor Area Increase Allowance (2021)
  - Gas-powered landscape equipment- Climate Action Initiative (2022)
  - Gas Station Ban Urgency Ordinance (2022 and 2023)
  - Solid Waste Regulations- SB 1383 (2022)
  - Foundation Repair and/or Replacement for Nonconforming Structures (2023)
- **Advance Planning Projects**
  - Objective Development Design Standards (2020-2023)
  - Vehicle Miles Traveled Thresholds of Significance (2023)
  - Housing Element (2022-2023)
  - Established the Housing Element Advisory Committee
  - 9 Public Meetings
  - Submitted Draft Housing Element to the State
  - Inclusionary Housing
  - Adopted Nexus Studies
  - Anticipated adoption by Council on May 23, 2023
- **Economic Development Committee (EDC)**
  - Facilitate Business welcome and onboarding program by providing new business information to the (EDC onboarding liaison)
  - Completed Business Inventory and Interactive Mapping
  - Prepared Draft Zoning Changes in the Downtown to be introduced to the Planning Commission in Town Council in June or July 2023
  - Recomposed the EDC from 7 to 9 members and set quarterly meeting schedule.

PLANNING

- **Annual Housing Progress Report and General Plan Implementation Update** (for years 2021 and 2022). The 2023 review is due April 2024.
- **Planning Department Refinements (June 2023-Present)**
  - Created new staff onboarding procedures, including "How To's", resources and guides, checklists, templates, such as letters, staff report and resolution templates, filing structure, and digital reference hyperlinks.
  - Created a new Accessory Dwelling Unit webpage with useful information (Accessory Dwelling Units (ADU's) | San Anselmo, CA - Official Website (townofsananselmo.org)).
  - Created new ADU/JADU information sheet (ADU-and-JADU-Information-Sheet (townofsan-anselmo.org))
  - Updated ADU/JADU Deed Restriction templates to address January 2023 Amendments.

2023-2024 GOALS/WORK PLAN

1. **Category:** Investing in people

   Priority: Onboard new Planner
   Description: Hire and train a new planner to provide current planning activities such processing land use permits, assisting the public over the phone, via email, and at the counter.
   Employee Impact: Moderate
   Fiscal Impact: High.

2. **Category:** Planning for the Future

   Priority: Comprehensive General Plan Update, including the Circulation Update
   Description: Begin the comprehensive General Plan Update of the 1988 current General Plan. Will update all elements of the General Plan (exception of the Housing Element and Safety Element) and include new optional element, such as Environmental Justice and Economic Development.
   Employee Impact: Moderate to High
   Fiscal Impact: High. Aspects of update can be offset by staff, but CEQA Analysis and technical aspects of the General Plan Update will need to be prepared by a consultant.

3. **Category:** Planning for the Future

   Priority: Housing Element Implementation
   Description: Implement at least 22 Housing Policy Action Items as required by the Housing Element
   Employee Impact: Low to Moderate
   Fiscal Impact: Low

PLANNING

4. **Category:** Planning for the Future

   Priority: Continue to Enhance the Planning Departments levels of service.
   Description: Enhance levels of service by improving and updating the Planning Department's web presence to make it easy for users to navigate and find information and resources, continue to improve processing timelines, improve, and maintain response times, and proactive shepherding of projects through the Town's discretionary processes.
   Employee Impact: Low to Moderate
   Fiscal Impact: Low

5. **Category:** Sustainable, Natural and Built Environment

   Priority: Continue to grow Economic Development in Town
   Description: Enhance and grow the Planning Department's Economic Development and Housing initiatives by providing more structure (policies and implementation of actions) to what we would like and need to accomplish.
   Employee Impact: Low to Moderate
   Fiscal Impact: Low impact because utilizing in house staff.

6. **Category:** Investing in People

   Priority: Develop a training program for Planning Department staff
   Description: Create a cohesive team where there is training to keep informed with up-to-date information, cross training of duties and responsibilities (where possible given job descriptions constraints by union and job descriptions), experiences to help grow staff.
   Employee Impact: Low to Moderate
   Fiscal Impact: Low

7. **Category:** Excelling in Town Services

   Priority: Enhanced and consistent record keeping where information is accessible and easy to find.
   Description: Digitize remaining Planning paper files, create any necessary databases, convert microfiche to digital pdf plans (soft file) and provide a comprehensive digital data file storage service, such as Docuware, Laserfiche, etc.
   Employee Impact: Low to High depending on whether outside resources or internal staff will be used.
   Fiscal Impact: Low to Moderate. Will require assistance to scan and/or convert data and for the Town purchase a digital records management system. Cost of digital records management system can be spread out between Admin, Public Works, Building, and Planning.

8. **Category:** Planning for the Future, Sustainable, Natural and Built Environment

   Priority: Develop Gas Ban Ordinance
   Description: Finalize Ordinance for Town Council consideration of a Gas Ban Ordinance. Requires the preparation of a study to support the ban.
   Employee Impact: Low to Moderate
   Fiscal Impact: Low

PLANNING

9. **Category:** Planning for the Future, Sustainable, Natural and Built Environment

   Priority: Update Downtown and other Commercial Land Uses
   Description: Consider Zoning Code amendments to the Land Us Regulations Table 3A (Title 10, Chapter 3, Article 3, Section 10-3.302) to the Downtown and other commercial land uses that will attract businesses to the Town.
   Employee Impact: Moderate
   Fiscal Impact: Moderate

LABOR

Title	2021–22	2022–23	2023–24
Planning Director	1.00	1.00	1.00
Associate Planner	0.00	0.00	1.00
Senior Planner	0.00	1.00	1.00
Total	**1.00**	**2.00**	**3.00**

SERVICES AND SUPPLIES

- **Training** – Workshops, seminars, and conferences to keep planning staff current on planning procedures and law ($3,750).
- **Outside Services** – Update to Town's General Plan and continuation of Housing, Safety, and Circulation Elements ($410,000), and planning projects requiring the use of consultants ($40,000).).
- **Publications & Dues** – Planning organization dues and publications required for staff to maintain expertise in planning procedures and changes in land use law ($1,500).
- **Equipment Maintenance** – Set planning department share of Town Hall computers, copy machines, telephone, postage machine, and other equipment ($6,100).
- **Internal Service Charge – Building Maintenance** – Set planning department share of Town Hall janitorial, heat/air, and minor repairs ($9,800). Set planning department share of Town Hall Electricity, gas, telephone, Internet/e-mail, water, and sewer ($15,800).
- **Internal Service Charge – Info Tech** – Technology support for the department ($30,000)**.**
- **Supplies** – Set planning department share of Town Hall postage, copy paper, map paper, files, pens, and printer ink ($9,500).

GENERAL FUND

GENERAL FUND
PLANNING

	2021-2022	2022-2023	2022-2023	2023-2024	
	Actuals	Revised Budget	Estimated Actuals	Budget	% of Total Budget
Labor Costs					
Salaries	152,225	284,131	258,197	389,994	37.00%
Temporary Help	37,272	-	750	-	0.00%
Overtime	-	-	-	-	0.00%
Retirement	14,689	30,885	24,827	38,447	3.65%
Benefits	23,791	58,645	34,940	71,158	6.75%
Payroll Taxes	10,936	20,848	19,617	29,302	2.78%
LABOR COSTS	238,912	394,509	338,331	528,901	50.19%
Services and Supplies					
Training	171	3,500	2,463	3,750	0.36%
Outside Services	108,489	500,000	375,000	450,000	42.70%
Publications and Dues	198	1,450	750	2,500	0.24%
Equipment Maintenance	2,853	6,100	3,750	3,500	0.33%
Internal Service - Bldg Maint	3,482	25,000	25,000	25,750	2.44%
Internal Service - Info Tech	13,605	20,000	20,000	30,000	2.85%
Supplies	3,117	8,200	5,250	9,500	0.90%
SERVICES & SUPPLIES	131,915	564,250	432,213	525,000	49.81%
TOTAL BUDGET	370,827	958,759	770,544	1,053,901	100.00%

TOWN OF
SAN ANSELMO
EST. 1907

PUBLIC SAFETY – FIRE PROTECTION SERVICES

On July 1, 1982, the San Anselmo Fire Department merged with the Fairfax Fire Department to form the Ross Valley Fire Department (RVFD), administered under joint powers authority (JPA) to provide fire protection to San Anselmo, Fairfax, and the unincorporated county area known as Sleepy Hollow. Through June 30, 2010, the Department provided service to Sleepy Hollow through a contract for service with the Town of San Anselmo.

On July 1, 2010, Sleepy Hollow Fire Protection District became a full member of the joint power authority. As of July 1, 2012, the Town of Ross joined the Department as a full member. Today the JPA provides fire protection to San Anselmo, Fairfax, Ross, and the unincorporated county area known as Sleepy Hollow. The percentages of the Fire Department budget for the four members are San Anselmo 40.53%, Fairfax 23.30%, Ross 23.37%, and Sleepy Hollow 12.80%. The Department is governed by an eight-member Board of Directors, two from each agency.

In 2021 the Ross Valley Fire Department received an Insurance Services Office (ISO) rating "2" which continues the rating of "2" received in 2015. The Insurance Services Office rating impacts insurance rates for homes and businesses.

An annual budget is adopted by the Ross Valley Fire Department Board and funded through assessments to the towns of San Anselmo, Fairfax and Ross, and the Sleepy Hollow Fire Protection District. The Department also receives outside revenues in the form of contracts for service provided to the County of Marin and the Ross Valley Paramedic Authority, as well as fees for services related to plan checks and inspections.

2022-2023 ACCOMPLISHMENTS

- Creation Of Ready & Resilient Program (22 SA attendees)
- Driveway Evacuation Drills held in all towns (220 participants on SA/FX)
- "National Preparedness Month" newsletters sent to all residents
- First Aid Disaster Response Training for Ross Valley Residents (23 attendees)
- 5693 inspections/reinspections completed (2541 in SA)
- Preliminary discussions on fire station remodels
- Create a plan/transition for the close of Station 18
- Hiring of multiple new firefighters

FIRE PROTECTION SERVICES

2023-2024 GOALS/WORK PLAN

1. **Priority:** Identify a leadership and governance model for the department.
   Description: Develop and implement a vision for the department's leadership and governance model

2. **Priority:** Complete updates and remodels of fire Station 19, 20 and 21 .
   Description: Update fire stations with accommodations for 3 firefighters on duty per day.

3. **Priority:** Hire 2 new firefighters.
   Description: Fill existing opening with new firefighters.

4. **Priority:** Start planning for the closure of fire Station 18.
   Description: Begin the planning process for 6 firefighters to be distributed to other fire stations due to the closure of Station 18 on July 1, 2025.

OTHER COSTS

- **Property Maintenance** – Total $50,000 is budgeted for property maintenance at Stations 19 and 20, which are in San Anselmo. Out of the total budget, $15,000 for each station is budgeted as reimbursement to the Fire Department for handling routine repairs and minor improvements. Capital expenditures made at Station 20 (Butterfield Road) are matched by the Sleepy Hollow Fire Protection District, up to a maximum of $10,000.
- **Fire Equipment** – With the recent update to the Vehicle and Apparatus Replacement Schedule and Funding Plan, San Anselmo's FY2023-24 contribution for vehicle and apparatus replacement is $148,200.

The Ross Valley Fire Department FY23-24 Approved Budget along with annual audits and other financial information can be found at: **http://www.rossvalleyfire.org/about/financial-information.**

GENERAL FUND
PUBLIC SAFETY - FIRE

	2021-2022	2022-2023	2022-2023	2023-2024	
	Actuals	Revised Budget	Estimated Actuals	Budget	% of Total Budget
Services and Supplies					
RVFD - Fire Services	4,530,435	4,789,951	4,789,990	5,038,722	99.02%
Station 19 Maintenance	14,017	40,000	22,592	25,000	0.49%
Station 20 Maintenance	14,650	40,000	15,000	25,000	0.49%
RVFD - Disaster Coordinator	-	-	-	-	0.00%
Defensible Space Inspection	-	-	-	-	0.00%
SERVICES & SUPPLIES	4,559,102	4,869,951	4,827,582	5,088,722	100.00%
TOTAL BUDGET	4,559,102	4,869,951	4,827,582	5,088,722	100.00%

TOWN OF
SAN ANSELMO
EST. 1907

PUBLIC SAFETY - POLICE

On January 1, 2013, the San Anselmo Police Department joined the Twin Cities Police Authority, which included the City of Larkspur and the Town of Corte Madera. The new authority was named the Central Marin Police Authority. The Authority is administered under a joint powers authority to provide police services to San Anselmo, Corte Madera and Larkspur. The agency is governed by the Police Council, comprised of two members from each of the City/Town Councils of San Anselmo, Corte Madera and Larkspur.

An annual budget is adopted by the Central Marin Police Authority Council and funded through assessments to the three members. The costs for administration, communications, and investigations are shared on an equal basis with each member paying one-third. The costs for Community Service Officers are shared on an equal basis between the Town of San Anselmo and the City of Larkspur, since they are the only jurisdictions using them. The costs for field operations, juvenile/school resource officer, and traffic are allocated according to a funding formula based upon the number of calls for service, total crimes, citations and accidents on a rolling three-year period. This method of cost allocation ensures that if one member has additional patrol field needs, the costs are fairly allocated to the town/city receiving the services.

The percentages of the Police Authority budget for the three members are: San Anselmo 38.43%, Larkspur 33.71% and Corte Madera 27.86%.

2022-2023 ACCOMPLISHMENTS

- Adapted and adjusted to the Covid-19 pandemic to ensure a healthy police department and continued police services to our communities.
- Recruited, interviewed, conducted background investigations, and trained three Police Officers.
- Trained in many areas, including, but not limited to: Duty to Intercede, Crisis Intervention, De-escalation/Communication, Emotional Intelligence, First Aid/AED, Defensive Tactics, Safer handcuffing techniques, Firearms Skills, Active Shooter Response, Practical Decision-Making.
- Transitioned to the new CIBRS system (California Incident-Based Reporting System) which is a federal mandate that requires standardized crime reporting to the FBI.
- Collected and analyzed 2022 RIPA (Racial and Identity Act) data.

POLICE

- Homeless Outreach Police Evaluators Team (HOPE) conducted several operations to locate encampments, enforce laws, and provide resources to the homeless population.
- Continued to focus on purchasing and refurbishing the outdated fleet in accordance with the 5-year fleet plan.
  - Began implementation of electric vehicle fleet by converting two unmarked vehicles to fully electric vehicles.
- Completed the first phase of installing electric vehicle charging infrastructure in the secured parking area to provide police fleet with charging capabilities. Eight (8) charging units were installed in this first phase.

2023-2024 CHANGES/HIGHLIGHTS

The FY 2023-2024 Budget and Work Plan represents CMPA's commitment to fiscal responsibility and long-term sustainability, ensuring the continuation of providing the highest level of police services. This budget reflects an overall increase of $266,264 (5.39%) in San Anselmo's share over the FY2022-2023 adopted budget.

The increase in the CMPA FY 2023-2024 budget is attributed to increases in:

- Increase to salaries for current full-time employees and additional bargained for costs, pursuant to the Memorandum of Understanding agreed to in 2021. Includes the addition of two new full-time Community Service Officer positions.
- Increase to PERS costs of current CMPA employees. Includes the addition of two new full-time Community Service Officer positions.
- Increase to health benefits for retired full-time employees.
- Increase to health benefits for current full-time employees. Includes the addition of two new full-time Community Service Officer positions.
- Increase to the Bay Cities Joint Powers Insurance Authority for general liability, workers' compensation, and property coverage.
- Increase to Contract Services account due to the addition of in-car cameras, re-design of the CMPA website, and increases in miscellaneous IT costs.
- Increase to MERA dues. One-time yearly increase to cover cash flow.
- Increase in the training budget due to the need for additional and expanded training outside of in-house training.
- Increase to uniforms, safety gear, and ballistic vests due to large turnover in personnel.
- Increase to contracted dispatcher services due to cost-of-living adjustments.
- Increase in ammunition and medical supplies due to increased costs.

2023-2024 GOALS/WORK PLAN

- Work with the Management Committee to evaluate ways to address on-going staffing issues related to the recruitment of new police officers and retaining current police officers.
  - The Central Marin Police is currently facing a significant staffing issue wherein, it is losing people faster than it can replace them. In addition, applicant numbers are dwindling at an alarming rate.
  - Continue to recruit, interview, conduct background investigations, and train new Police Officers, Community Service Officers, and Cadets to bring the Authority to full staffing levels.
- Increase training for all staff to include new mandates and expectations from communities.
- Update the 10-year-old website to become more modern and cell phone friendly.
- Continued expansion of the organizational wellness program for all employees to focus on general mental and physical wellness.
  - The aim of this program is to provide resources to employees to help with long-term retention. This program is funded by a 2-year federal grant that provides $75,000 to the Authority.
- Continue the multi-year project to convert our unmarked fleet to electric vehicles to adopt more sustainable/renewable energy. This includes working with local and state entities to explore funding options for EV projects to reduce fiscal impacts to the Authority.
  - This will include patrol vehicles, CSO/Cadet vehicles, unmarked vehicles, and motorcycles.
- Implement new SB2 legislation and mandates regarding the certification and de-certification of police officers.
- Continue our in-depth assessment of all areas within the Authority to explore more efficient processes. The goal of this exercise continues to focus on streamlining tasks and maximizing personnel efficiencies.
- Work with the Bay Cities Joint Powers Insurance Authority to partner with the Georgetown University Law Center to pilot the Active Bystandership for Law Enforcement (ABLE) program.
  - This program teaches officers effective ways to step in when misconduct is observed in order to create a culture that supports intervention.
- Submit the first annual RIPA (Racial and Identity Profiling Act) report to the CA Department of Justice.
- Focus on increased traffic enforcement and additional traffic safety programs.
- Evaluate the feasibility of implementing a fleet-wide in-car camera system to enhance transparency and minimize liability exposure to the Authority.
- Implementation of the newly created Community Service Officer (CSO) program.
  - Hire and train two CSOs to provide an elevated and consistent level of parking enforcement, municipal code enforcement, and focused enforcement at community concern areas within the City of Larkspur and the Town of San Anselmo.
- Continue to work with the Bay Cities JPIA to improve Risk and Liability exposure through continued training.
- Continue participation with regional programs such as MERA, CAL Chiefs, Marin Chiefs, Marin County Specialized Investigative Unit, and the Computer Crimes Task Force.

The Central Marin Police Authority FY 2023-2024 Budget can be found at:
https://www.centralmarinpolice.org/227/REPORTS-AND-BUDGETS

GENERAL FUND
PUBLIC SAFETY - POLICE

	2021-2022	2022-2023	2022-2023	2023-2024	
	Actuals	Revised Budget	Estimated Actuals	Budget	% Total
Services and Supplies					
Police Services Contract	4,685,857	4,938,129	4,938,129	5,184,636	100.00%
Building Maintenance	1,328	-	-	-	0.00%
Supplies	1,517	-	-	-	0.00%
SERVICES & SUPPLIES	4,690,030	4,938,129	4,938,129	5,184,636	100.00%
TOTAL BUDGET	4,690,030	4,938,129	4,938,129	5,184,636	100.00%

PUBLIC WORKS – ENGINEERING & INSPECTION

The Engineering staff is responsible for administering public works projects, natural disaster preparedness and response, providing cost-effective engineering management of Town infrastructure within budget limits, delivery of accurate, reliable, and timely plan/permit review and inspection services as required by the Building Code in accordance with the expectations of the Town Council and the community while improving public safety and infrastructure. Assistance services to the public on questions of drainage, road conditions, traffic calming, red curb, open space areas, parks, etc.

The Towns infrastructure consists of the following:

- 40 Lane Miles of roads
- 20 Bridges
- 5 Ped Bridges
- 6 Buildings
- 6 Parks
- 3 Public Parking Lots
- 3 major medians
- 12 Traffic signals
- 3 Rapid Flash lighted crosswalks
- 600+ Street lights
- 21 Miles of Drainage

2022-23 ACCOMPLISHMENTS

- The Town has continued to improve the Pavement Condition Index over the past 7 years up to 71 by completing asset protection projects such as slurry seals and repaving streets throughout Town.
- Complete the 2022 Street Paving Projects (Portions of Mt. View Ave, Beverly Way, Rivera St, Timothy Dr, and Woodside Ct).
- Complete the Memorial Park Athletic Field Rehabilitation.
- Participate in completing the Hilldale Pocket Park.

ENGINEERING & INSPECTION

2023-24 GOALS/WORK PLAN

- The department includes the Public Works Director, Assistant Public Director, Building Official, Building Inspector, Assistant Engineer, Project Coordinator, Permit Technician and Administrative Assistant position. Consultant Services will continue to be needed for road design, traffic engineering, flood control and other projects.
- Complete the 2023 Street Paving Projects.
- Continue working on Flood Control including the San Anselmo Creek Restoration project along with bridge replacement designs.
- Continue improving Town roads along with bicycle and pedestrian improvements. Continue the trend for increasing PCIs along with incorporating stormwater projects into street repaving projects.
- Develop 5-year Capital Improvement Plan that includes a regular update and communication schedule for all capital improvement projects.
- Develop an annual plan to address maintenance for all Town-maintained buildings and facilities.
- Endeavor to include green infrastructure in all capital improvement projects throughout Town.

LABOR

Title	2021-22	2022-23	2023-24
Director of Public Works/Town Engineer*	0.70	0.70	0.70
Assistant Director of Public Works**	0.50	0.50	0.50
Assistant Engineer*	0.25	0.25	0.25
Building Official	1.00	1.00	1.00
Building Inspector	1.00	1.00	1.00
Building Maintenance Supervisor***	0.80	0.00	0.00
Code Enforcement Official	0.00	1.00	1.00
Permit Services Technician	1.00	1.00	1.00
Administrative Services Assistant I/II	1.00	1.00	1.00
Total	**6.25**	**6.45**	**6.45**

* 30% of the Public Works Director and 75% of the Assistant Engineer are assigned to capital project management, therefore, their correspondence salaries are reflected in Measure J Sales Tax fund.

** The Assistant Public Works Director is assigned to road projects half time; thus, half the salary is reflected in Road Maintenance fund.

*** The Building Maintenance Supervisor is assigned primarily to Engineering and Inspection (80%) and spends a portion of his time on the Isabel Cook Complex (10%) and Robson House (10%).

ENGINEERING & INSPECTION

SERVICES AND SUPPLIES

- **Training** - Attendance at professional training seminars and conferences ($15,000).
- **Outside Services** - Participation in countywide GIS digital mapping system ($9,000); Engineering services for special projects including traffic safety, emergency response, etc. ($220,000); plan checking, inspection services, and special project support ($206,000)..
- **Publications & Dues** - Memberships in public works and engineering organizations/ societies, professional registration fees.
- **Equipment Maintenance** - Maintenance of office equipment, computers, copier, fax, phones, pagers, and 2-way radios ($5,150).).
- **Internal Service Charge - Building maintenance** – Janitorial, elevators, heat/air, other maintenance ($24,000). Electricity and gas, water, telephone, Internet/e-mail, and sewer ($31,000).
- **Vehicle Maintenance** – Maintenance of department vehicles.
- **Internal Service Charge** – Info Tech – Technology support for the department ($60,000)
- **Office and Department Supplies** – Postage, copy paper, ink cartridges, miscellaneous supplies, tools, and supplies for engineering, surveying, and drafting ($24,500).

GENERAL FUND
PUBLIC WORKS - ENGINEERING INSPECTION

	2021-2022 Actuals	2022-2023 Revised Budget	2022-2023 Estimated Actuals	2023-2024 Budget	% Total
Labor Costs					
Salaries	591,172	807,088	548,040	767,008	45.53%
Temporary Help	93,800	15,000	61,700	15,000	0.89%
Overtime	2,294	-	1,000	-	0.00%
Retirement	58,071	77,838	50,470	72,720	4.32%
Benefits	115,306	175,255	105,230	149,520	8.87%
Payroll Taxes	50,672	65,413	44,543	62,156	3.69%
LABOR COSTS	911,314	1,140,594	810,983	1,066,404	63.30%
Services and Supplies					
Training	16,375	15,000	18,000	20,000	1.19%
Outside Services	479,869	475,000	531,859	450,000	26.71%
Workers Compensation Claim	-	-	-	-	0.00%
Publications and Dues	2,184	1,750	2,100	1,750	0.10%
Equipment Maintenance	2,853	5,150	5,000	5,150	0.31%
Internal Service - Bldg Maint	30,952	50,000	50,000	55,000	3.26%
Vehicle Maintenance	2,373	515	500	2,000	0.12%
Internal Service - Info Tech	20,187	55,000	55,000	60,000	3.56%
Supplies	14,410	17,510	17,000	24,500	1.45%
SERVICES & SUPPLIES	569,203	619,925	679,459	618,400	36.70%
TOTAL BUDGET	1,480,517	1,760,519	1,490,442	1,684,804	100.00%

PUBLIC WORKS – STREET & PARK MAINTENANCE

The Street and Park Maintenance division of the Public Works Department is responsible for the ongoing maintenance of Town streets, median islands, parking lots, traffic and street signs, pavement markings, curb painting, storm drains, emergency response, and other Town maintenance projects as required. In addition, staff is responsible for maintaining the Town's parks and community gathering areas (Memorial Park, Creek Park, Sorich Park, Lansdale Station Park, Imagination Park, Robson-Harrington Park and Grounds and Faude Park) and for the maintenance and upkeep of the landscaped areas surrounding Town Hall and the Community Center.

Street and Park Maintenance are also responsible for the development of improvements for most of the Town's parks and community gathering areas to further serve public needs and enhance existing landscapes. This enhancement includes reduced fire fuel and improved accessibility for disabled persons in Town parks and public gathering areas.

2022-23 ACCOMPLISHMENTS

- Trained the Streets and Parks staff in the use of work order software (Asset Essentials by Dude Solutions) to track and more efficiently schedule work.
- Improved storm and flood control preparedness and response by the Streets and Parks staff along with Engineering staff.
- Replaced older gas-powered landscape equipment including blowers, weedwhackers, chainsaws, hedgers, and mowers with battery-powered tools.
- Implemented staff safety training protocol resulting in zero workplace accidents.
- Provided staff training for playground safety compliance.
- Operate, and maintain town wells and irrigation systems to reduce or eliminate potable water use.
- Provide traffic control for town special events.
- Replaced older gas-powered vehicle with a new all-electric truck.

2023-24 GOALS/WORKPLAN

- Focus on internal operations and continue to improve productivity and efficiency through teamwork, cross-training and accountability, and scheduling software implementation.
- Continue to work proactively with residents, utilities, and contractors to abate traffic safety and other hazards in the public right of way.
- Continue training and work on stormwater improvements as required by the State.
- Look for ways to improve maintenance on the medians and parks, along with ADA improvements in the parks and buildings.
- Inspect and clean all storm drain structures prior to the winter season.
- Repaint all curb markings (Red, Green, Yellow) in the downtown business district.
- Inspect and repaint all yellow pavement markings around school zones for pedestrian safety.

STREET & PARK MAINTENANCE

LABOR

Title	2021–22	2022–23	2023–24
Maintenance Supervisor	1.00	1.00	1.00
Senior Maintenance Worker	2.00	2.00	2.00
Maintenance Workers I/II	3.00	3.00	3.00
Public Works Manager	0.00	1.00	1.00
Total	**6.00**	**7.00**	**7.00**

- **Reimbursable costs** – Safety and other work clothing provided.
- **Temporary hire/overtime** – Summer hires to supplement regular crews for street painting and other projects at peak maintenance times, overtime during storms and part-time janitorial work.

SERVICES AND SUPPLIES

- **Training** – Staff attendance at safety training seminars and CalOSHA current regulations.
- **Outside services** – Routine and specialized maintenance and repair of Town streetlights ($31,000), traffic signals ($61,000), sidewalks and other concrete work ($55,000); mandated storm water pollution control program and projects ($55,000); street sweeping ($140,000); contractor services to help maintain the Town's landscaped grounds and trees, poison oak and other brush/fire hazard removal ($75,000).
- **Equipment maintenance** – Maintenance of field radios, mowers and other equipment.
- **Internal Service Charge – Building Maintenance** – Janitorial, heat/air, and minor repairs ($17,500). Street lights, traffic signals, and other facilities; water for landscaping, electricity, internet/e-mail and sewer expenses ($148,900).
- **Vehicle Maintenance** – Fuel, oil, maintenance, and repair of maintenance vehicles.
- **Equipment Rental** – Miscellaneous equipment rental.
- **Internal Service Charge – Info Tech** – Technology support for departments ($17,000).
- **Supplies** – Materials and supplies for paving ($8,240), street maintenance ($20,085), traffic control ($13,390), and other services; supplies needed to maintain parklands and open space areas, park furnishing and removal of graffiti.

GENERAL FUND
PUBLIC WORKS - STREET AND PARK MAINTENANCE

	2021-2022 Actuals	2022-2023 Revised Budget	2022-2023 Estimated Actuals	2023-2024 Budget	% Total
Labor Costs					
Salaries	355,649	536,499	514,721	601,380	34.16%
Temporary Help	32,928	30,000	20,000	40,000	2.27%
Overtime	1,638	-	3,000	-	0.00%
Retirement	39,529	54,457	48,958	61,517	3.49%
Benefits	105,271	156,312	137,415	149,080	8.47%
Payroll Taxes	30,168	44,007	40,190	50,836	2.89%
LABOR COSTS	565,183	821,275	764,284	902,813	51.29%
Services and Supplies					
Training	279	2,500	2,500	2,500	0.14%
Outside Services	800,957	560,000	807,174	559,039	31.76%
Workers Compensation Claim	-	-	-	-	0.00%
Equipment Maintenance	4,325	2,500	4,500	2,500	0.14%
Internal Service - Bldg Maint	36,530	158,895	158,895	166,400	9.45%
Vehicle Maintenance	24,930	32,000	30,500	32,000	1.82%
Internal Service - Info Tech	77,751	15,500	15,500	17,000	0.97%
Supplies	107,513	64,200	112,000	77,115	4.38%
Equipment Rental	124	1,000	1,000	1,000	0.06%
SERVICES & SUPPLIES	1,052,410	836,595	1,132,069	857,554	48.71%
TOTAL BUDGET	1,617,593	1,657,870	1,896,353	1,760,367	100.00%

TOWN OF
SAN ANSELMO
EST. 1907

RECREATION

The General Fund support of the Recreation Department in past years has been equal to the total compensation of the Community Services Director and the Administrative Assistant (0.8 FTE), in addition to a number of general administrative costs.

2023-24 CHANGES/HIGHLIGHTS

IIn 2023-24, 100 % of the Community Services Director's total compensation and the Administrative Assistant (0.8 FTE) is reflected in the General Fund, in addition to some Outside Services, including janitorial services and internet/email services.

Administrative overhead such as payroll, finance, personnel, legal, and insurance, as well as field and building maintenance, is provided through other Town funds. The remainder of the Recreation Department's expenditures are reflected in the Recreation Fund, which is self-supported by recreation program fees.

SERVICES AND SUPPLIES

- **Internal Service Charge – Building Maintenance** – Janitorial ($1,648). Internet/e-mail ($16,995).
- **Departmental Supplies** – Postage, miscellaneous supplies ($2,000).

LABOR

Title	2021–22	2022–23	2023–24
Community Services Director	1.00	1.00	1.00
Administrative Services Assistant I/II	0.60	0.80	0.80
Total	**1.60**	**1.80**	**1.80**

GENERAL FUND
RECREATION

	2021-2022	2022-2023	2022-2023	2023-2024	
	Actuals	Revised Budget	Estimated Actuals	Budget	% Total
Labor Costs					
Salaries	186,196	202,515	208,399	212,155	64.94%
Retirement	18,491	20,179	19,369	23,916	7.32%
Benefits	21,931	35,260	23,492	51,809	15.86%
Payroll Taxes	14,101	16,263	15,804	16,802	5.14%
LABOR COSTS	240,720	274,217	267,064	304,682	93.27%
Services and Supplies					
Internal Service - Bldg Maint	891	18,643	18,643	20,000	6.12%
Utilities	10,077	-	-	-	0.00%
Supplies	1,732	1,545	9,437	2,000	0.61%
SERVICES & SUPPLIES	12,701	20,188	28,080	22,000	6.73%
TOTAL BUDGET	253,420	294,405	295,144	326,682	100.00%

DEBT SERVICE

In 2012-13 the Town's PERS rate was reduced to reflect the sale of Pension Obligation Bonds to pay the Town's Employer Side Fund liability of $3,521,183.91.

In 2003, CalPERS combined agencies with less than 100 members into risk pools based on plan type. The Employer Side Fund was created to account for the difference between the funded status of the pool and the funded status of individual plans.

The repayment of the Pension Obligation Bonds is reflected in the Expenditure Summary under General Fund Departments, Debt Service (Pension Obligation Bonds). Overall, the refinancing of the side fund is saving the Town approximately $60,000 per year and $600,000 over the ten-year term. The Bonds matured in fiscal year 2021-22.

The Town issued Pension Obligation Bonds to pay the employer side unfunded liability in September 2021. The first-year payment is reflected in the 2022-2023 budget. Overall, the issuance of the bonds is savings the Town approximately, $246,000 in year 1 and over $5 million over the life of the bonds.

GENERAL FUND
DEBT SERVICE

	2021-2022	2022-2023	2022-2023	2023-2024	
	Actuals	Revised Budget	Estimated Actuals	Budget	% Total
Services					
Administration Fees	1,400	1,500	1,500	1,500	0.26%
Debt Service: Principal	227,000	285,000	285,000	410,000	69.78%
Debt Service: Interest	6,208	243,976	209,249	176,067	29.97%
SERVICES	234,608	530,476	495,749	587,567	100.00%
TOTAL BUDGET	234,608	530,476	495,749	587,567	100.00%

NON-DEPARTMENTAL SERVICES

This budget program represents services, participation in joint powers authorities (JPA's), and other expenditures that represent the Town's interest and are not attributable to a single department or program.

The Public Employees Retirement System (PERS) has changed the way public entities are charged for pension costs to better reflect actual costs and to reduce unfunded liabilities**.** As such, members are now charged a flat fee in addition to a percentage of salary. The Town issued Pension Obligation Bonds in 2021 to pay the unfunded liability amount. The amount recognized in retirement for the FY2022-2023 is the savings between CALPERS amortization scheduled and bond repayment schedule that will be deposited into the Pension Trust for any future unfunded liability**.** The difference of $246,689 is reflected in Non-Departmental Services, under Retirement for FY2022-2023.

The Town participates in several Joint Powers Authority (JPA) agencies county-wide, and the costs for participation are budgeted under Outside Services**.**

The San Anselmo Volunteer Effort has generously agreed to fund an annual Volunteer Appreciation recognition and an annual Volunteer of the Year award.

SERVICES AND SUPPLIES

- **Retiree Benefits** – The Town provides $225/month for retiree health for the Town's retirees. The estimated payment needed to meet Actuarially Determined Contribution (ADC) is $164,779.
- **Training** –Training and conference attendance by Council-appointed boards, commissioners, and general staff ($3,500).
- **Outside Services** – Joint powers authorities, contracts, and memoranda of understanding with other agencies: Animal control services from the Marin Humane Society ($146,708); Transportation Authority of Marin ($25,500); MERA administrative fee and replacement fund ($20,000), Marin Local Agency Formation Commission ($11,800), Association of Bay Area Governments ($4,200), Marin Climate and Energy Partnership ($6,500).
- **Internal Service Charge** – Insurance – Workers Compensation, Liability and Property Insurance ($750,000).
- **Promotion of Commerce** – Town Holiday lights; miscellaneous advertisement, Economic Development activities ($68,500).
- **Publications & Dues**- Town's membership in the League of California Cities, personnel consortium, PERSPAC, and for publications (10,272).
- **Department Supplies** – Employee recognition ($4,500), County Office of Emergency Services assistance ($6,000), volunteer recognition ($1,600), and miscellaneous supplies ($500).
- **Safety Program** – Correction of unsafe conditions, health & safety training ($6,500).
- **Interest Expense** – Cost of borrowing funds from the County of Marin to cover dry period before property tax payout ($5,000).

NON-DEPARTMENTAL SERVICES

Investments in community service organizations that provide assistance to San Anselmo's citizens-in-need:

Community Service Investments	2021–22	2022–23	2023–24
Marin Abused Women's Services	5,000	5,000	5,000
Archie Williams High School Safe & Sober	500	500	500
Marin Housing BMR Program	2,067	2,130	2,250
Ross Valley School District Yellow Bus	30,500	30,500	35,500
Community Homeless Fund	14,145	14,145	14,152
Ross Valley Healthy Communities	2,500	2,500	2,500
Total	**$54,712**	**$54,775**	**$59,902**

GENERAL FUND

GENERAL FUND
NON DEPARTMENTAL

	2021-2022	2022-2023	2022-2023	2023-2024	
	Actuals	Revised Budget	Estimated Actuals	Budget	% Total
Retirement	665,213	246,689	246,689	244,797	14.79%
Retiree Benefits	136,856	156,390	156,390	164,779	9.96%
Training	1,160	3,000	2,000	3,500	0.21%
Outside Services	202,820	358,000	330,000	411,960	24.89%
Publications & Dues	6,680	10,146	10,146	10,272	0.62%
Promotion of Commerce	11,170	18,500	12,000	50,000	3.02%
Safety Program	-	5,000	5,000	6,500	0.39%
Department Supplies	12,680	11,500	9,483	13,000	0.79%
TOTAL SERVICES & SUPPLIES	1,036,578	1,414,225	1,371,708	1,654,808	100.00%
TOTAL BUDGET	1,036,578	1,414,225	1,371,708	1,654,808	100.00%

TOWN OF
SAN ANSELMO
EST. 1907

MEASURE D SALES TAX FUND

Revenue and expenditures associated with the Measure D one-half percent (0.5%) transactions and use tax measure passed in 2013, designed to repair potholes, repave roads, reduce traffic congestion, maintain and improve sidewalks/drainage/street medians, preserve public safety, and improve other general Town services, facilities, and infrastructure. Projects completed and funds spent are reviewed by the Infrastructure and Fiscal Monitoring Committee on an annual basis.

MEASURE D SALES TAX FUND

TOWN OF SAN ANSELMO
MEASURE D SALES TAX FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	812,102	1,073,935	1,073,935	675,126
REVENUE				
Measure D Sales Tax	1,337,038	1,210,000	970,000	-
TOTAL REVENUE	1,337,038	1,210,000	970,000	-
TOTAL RESOURCES	2,149,140	2,283,935	2,043,935	675,126
EXPENDITURES				
TOTAL EXPENDITURES	1,075,205	2,073,935	1,368,809	675,126
Net Increase/(Decrease)	261,833	(863,935)	(398,809)	(675,126)
ENDING BALANCE	1,073,935	210,000	675,126.00	-
TOTAL BUDGET	2,149,140	2,283,935	2,043,935	675,126

MEASURE D SALES TAX FUND

TOWN OF SAN ANSELMO
MEASURE D SALES TAX FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Measure D Sales Tax	1,337,038	1,210,000	970,000	-
TOTAL REVENUE	1,337,038	1,210,000	970,000	-
EXPENDITURES				
Arterial Median Work	-	-	19,455	-
Bolinas Ave Paving	290,222	-	-	-
Bridge Prevention Maintenance Prg	12,894	-	845	-
Corp Yard Paving	-	40,000	-	-
Madrone Ave Bridge	3,806	-	570	-
Project Design and Inspection	-	100,000	8,672	-
Project Management	105,604	189,018	188,025	-
Robson ADA Bathroom	-	50,000	-	-
Park Improvement	-	-	208,394	-
Memorial Park Parking Lot	-	689,215	-	675,126
Street Paving	1,068	455,702	185,636	-
Street Paving Additional				
Slurry & Crack Seal, Digouts	455,060	300,000	511,841	-
Traffic Signal Controller	-	50,000	-	-
TAM Sidewalks	7,996	-	-	-
Unprogrammed Drainage	36,611	100,000	198,311	-
Unprogrammed Resurfacing	132,334	100,000	47,060	-
TOTAL EXPENDITURES	1,075,205	2,073,935	1,368,809	675,126

MEASURE D SALES TAX FUND

TOWN OF
SAN ANSELMO
EST. 1907

MEASURE J SALES TAX FUND

Revenue and expenditures associated with the Measure J one percent (1.0%) transactions and use tax measure passed in 2022, designed to repair potholes, repave roads, reduce traffic congestion, maintain and improve sidewalks/drainage/street medians, preserve public safety, and improve other general Town services, facilities, and infrastructure. Projects completed and funds spent are reviewed by the Infrastructure & Fiscal Monitoring Committee on an annual basis.

Revenue in this fund is anticipated to be approximately $2,636,000. Expenditures are budgeted for the following:

Project	Cost $
ADA Access at Robson House	50,000
Active Transportation	161,913
Bridge Prevention Maintenance Program	24,000
Bridge Ave Bridge	24,000
Building Bridge #2 Site	323,827
Center Blvd Bridge	24,000
Electric Vehicle Infrastructure/EV Vehicles	70,000
Fire Department Station 19 Repairs	50,000
Isabel Cook Community Center Repairs	135,000
Madrone Ave Bridge	24,000
Memorial Park Renovations	175,000
Millennium Playground Remodel	50,000
Salary/Benefits for Engineers (1.05 FTE)	193,880
Resilient Hub	353,357
Robson House Interior Restroom	50,000
Robson Carriage House Removal	125,000
Robson Harrington Outdoor Restroom	65,000
Street Paving – Slurry Seal Program (Butterfield Rd., Red Hill Ave., and various others)	1,113,340
Unprogrammed Drainage	150,000
Vista Room Improvements	30,000
Water Well Development and Grounding Water Monitoring	30,000
Total Expenditures	**$3,222,317**

Also included is bridge preventive maintenance local match and bridge replacement local match.

MEASURE J SALES TAX FUND

LABOR

Title	2021–22	2022–23	2023–24
Director of Public Works/Town Engineer	0.00	0.00	0.30
Assistant Engineer	0.00	0.00	0.75
Total	**0.00**	**0.00**	**1.05**

MEASURE J SALES TAX FUND

TOWN OF SAN ANSELMO
MEASURE J SALES TAX FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	-	-	-	670,000
REVENUE				
Measure D Sales Tax	-	670,000	670,000	2,568,266
TOTAL REVENUE	-	670,000	670,000	2,568,266
TOTAL RESOURCES	-	670,000	670,000	3,238,266
EXPENDITURES				
TOTAL EXPENDITURES	-	-	-	3,222,317
Net Increase/(Decrease)	-	670,000	670,000	(654,051)
ENDING BALANCE	-	670,000	670,000	15,949
TOTAL BUDGET	-	670,000	670,000	3,238,266

MEASURE J SALES TAX FUND

TOWN OF SAN ANSELMO
MEASURE J SALES TAX FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Measure J Sales Tax	-	670,000	670,000	2,568,266
TOTAL REVENUE	-	670,000	670,000	2,568,266
EXPENDITURES				
ADA Access at Robson House	-	-	-	50,000
Active Transportation	-	-	-	161,913
Bridge Ave Bridge	-	-	-	24,000
Building Bridge #2 Site	-	-	-	323,827
Center Boulevard Bridge	-	-	-	24,000
Electric Vehicle Infrastructure/EV Vehicle	-	-	-	70,000
Fire Department Station 19 Repairs	-	-	-	50,000
Isabel Cook Community Center Repaiting	-	-	-	135,000
Madrone Ave Bridge	-	-	-	24,000
Memorial Park Parking Lot	-	-	-	62,974
Memorial Park Renovations	-	-	-	175,000
Millennium Playground Remodel	-	-	-	50,000
Nokomis Ave Bridge	-	-	-	24,000
Project Design and Inspection	-	-	-	150,000
Project Management	-	-	-	193,880
Resilient Hub	-	-	-	353,357
Robson House Interior Restroom	-	-	-	50,000
Robson Carriage House Removal	-	-	-	125,000
Robson Harrington Outdoor Restroom	-	-	-	65,000
Street Paving	-	-	-	311,170
Street Paving Additional	-	-	-	489,196
Traffic Signal Controller	-	-	-	50,000
Unprogrammed Drainage	-	-	-	150,000
Unprogrammed Resurfacing	-	-	-	50,000
Vista Room Improvements	-	-	-	30,000
Water Well Development and Groundwat	-	-	-	30,000
TOTAL EXPENDITURES	-	-	-	3,222,317

ITEM 3.3 - ATTACHMENT 2

EMERGENCY RESERVE FUND

The Emergency Reserve Fund serves as a safety valve for unanticipated emergency needs. Prior to 2003-04, the Town's policy was to maintain a fund balance of $100,000 to ensure adequate cash flow in anticipation of emergency projects, disasters, or other unprogrammed demands. In 2003-04, $50,000 of this fund was transferred to the General Fund.

The fund was established for use during winter storms to respond to hazards on public and private property. Costs associated with private property are charged to the property owner, for reimbursement. When costs are incurred during emergencies that are declared to be federal and/or state disasters and are eligible for disaster assistance, a reimbursement claim is filed and funds that are received are returned to the Emergency Projects Fund.

The fund has been used to record the Town's expenses incurred in conjunction with the flood that occurred on December 31, 2005, and the April 2006 damage on Allyn Avenue. As of June 30, 2014, the Town spent a total of $7.6 million in recovery costs and related improvements for the two emergency events and has received reimbursement from FEMA, OES, and flood insurance for $4.7 million. Of the remaining $2.9 million costs, the Town has funded $1.7 million of fire station reconstruction with a municipal loan, leaving an unreimbursed balance of $1.2 million that was absorbed by the General Fund. Construction costs for the firehouse remodel exceeded the $1.7 million construction loan. The Town has transferred $1.7 million in General Fund money into the Emergency Projects fund since 2005 to cover unreimbursed flood-related expenses. The Town returned $21,729 in reimbursements to FEMA and OES that were subsequently disallowed.

The Town has been audited with respect to the reimbursements from FEMA and OES by the Office of the Inspector General for the flood expenses. The result of that report was a finding that the Town's expenditures were generally within the guidelines set by the federal and state government.

When costs are incurred by the Town but are not eligible for reimbursement by property owners or other agencies, the annual carryover and/or a transfer from the General Fund is recommended to replenish the fund for future needs.

On March 16, 2020, Town Manager issued a Proclamation of the Existence of a Local Emergency Related to COVID-19. The Town has been recording all the expenditures that are related to COVID-19 responses to a COVID-19 project and will submit for all qualified reimbursements to state and federal agencies.

The Town received $157,512 Coronavirus Relief Fund direct allocation of CARES Act funding from the State to reimburse the costs incurred due to the COVID-19 pandemic during the fiscal year 2020-21.

On March 11, 2021, President Biden signed the American Rescue Plan Act which provided funding to state and local governments to facilitate recovery from the economic and public health effects of the COVID-19 Pandemic. The Town is expected to receive $2.984 million. The deadline to spend the funding is December 31, 2026 as long as the funds are obligated by December 31, 2024.

EMERGENCY RESERVE FUND

TOWN OF SAN ANSELMO
EMERGENCY RESERVE FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	335,875	1,525,525	1,525,525	3,205,787
REVENUE				
Revenue	1,438,213	1,492,262	1,642,262	-
Transfers In	200,000	-	200,000	-
TOTAL REVENUE AND TRANSFERS IN	1,638,213	1,492,262	1,842,262	-
TOTAL RESOURCES	1,974,088	3,017,787	3,367,787	3,205,787
EXPENDITURES				
TOTAL EXPENDITURES	448,563	850,000	162,000	2,917,225
Net Increase/(Decrease)	1,189,650	642,262	1,680,262	(2,917,225)
ENDING BALANCE	1,525,525	2,167,787	3,205,787	288,562
TOTAL BUDGET	1,974,088	3,017,787	3,367,787	3,205,787

EMERGENCY RESERVE FUND

TOWN OF SAN ANSELMO
EMERGENCY RESERVE FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

Description	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Other Misc Revenue	1,438,213	1,492,262	1,642,262	-
Transfers In	200,000	-	200,000	-
TOTAL REVENUE AND TRANSFERS IN	1,638,213	1,492,262	1,842,262	-
EXPENDITURES				
Department Supplies	3,758.00	50,000	-	-
Outside Services	444,805	800,000	12,000	2,917,225
Emergency Response	-	-	150,000	-
TOTAL EXPENDITURES	448,563	850,000	162,000	2,917,225

EMERGENCY RESERVE FUND

TOWN OF
SAN ANSELMO
EST. 1907

DOWNTOWN REVITALIZATION FUND

As a community of residents, business owners, and commercial property owners, enlisting the cooperation of the Town of San Anselmo, we endeavor to identify and define our downtown as a desirable destination, encourage businesses to meet the needs of our community and create a favorable center of increased social interaction and business.

Downtown Revitalization Strategy Mission Statement

In 1994, residents, businesspeople, and Town officials began to create a strategy for enhancing the appearance and vitality of downtown San Anselmo. The Town hired Urban Planning Consultant Michael Freedman to lead community workshops, which resulted in the adoption of the above mission statement, and a strategy and priorities for improving the downtown. Landscape architect George Girvin was hired by the Town to create a streetscape conceptual design, which was approved by the Council in September 1996.

The design plan consists of adding trees, old-fashioned streetlights, outside furniture such as benches, a plaza seating area, signs, and other improvements to the downtown**.** In May, 1997, the Town hired Greenwood & Associates to perform a study on the feasibility of raising the funds to build these downtown improvements.

In February 1998, the Town Council adopted a downtown revitalization plan to bring $300,000 of streetscape improvements to the downtown. The Council authorized hiring George Girvin to design the improvements and coordinate the design with the undergrounding of utilities and Measure G street repaving project**.**

In 1999-00, a fundraising campaign was conducted to raise $300,000 for the streetscape project; the total results of the fundraising campaign, including interest revenue, were $341,000**.**

The Downtown Revitalization Fund accounts for the revenues and expenses related to the Downtown Revitalization improvement project.

In Spring, 1999, beating out stiff competition, San Anselmo was awarded a $226,000 grant from the Metropolitan Transportation Commission's Livable Communities program to construct entry signs to San Anselmo and improvements to the Hub station bus shelters. A local match of 11%, or $22,000 was required and these improvements were completed in conjunction with the San Anselmo 2000 Streetscape Improvements.

With the completion of the downtown paving, tree planting, bench placement, electrical conduit placement, sidewalk grates and the majority of the Town Hall Plaza work, the main project is completed. Benches continue to be placed as donors indicate a desire for a memorial bench. Still to be completed is the tree lighting. Funding is utilized for downtown tree replacement, flower baskets, and other miscellaneous services.

DOWNTOWN REVITALIZATION FUND

TOWN OF SAN ANSELMO
DOWNTOWN REVITALIZATION FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	10,947	6,371	6,371	21,371
REVENUE				
Revenue	-	-	15,000	15,000
TOTAL REVENUE	-	-	15,000	15,000
TOTAL RESOURCES	10,947	6,371	21,371	36,371
EXPENDITURES				
TOTAL EXPENDITURES	4,576	3,678	-	4,178
Net Increase/(Decrease)	(4,576)	(3,678)	15,000	10,822
ENDING BALANCE	6,371	2,693	21,371	32,193
TOTAL BUDGET	10,947	6,371	21,371	36,371

DOWNTOWN REVITALIZATION FUND

TOWN OF SAN ANSELMO
DOWNTOWN REVITALIZATION FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Revenue	-	-	15,000	15,000
TOTAL REVENUE	-	-	15,000	15,000
EXPENDITURES				
Tree Replacement	-	1,178	-	1,178
Outside Services - Other	4,576	2,500	-	3,000
TOTAL EXPENDITURES	4,576	3,678	-	4,178

DOWNTOWN REVITALIZATION FUND

TOWN OF
SAN ANSELMO
EST. 1907

GRANTS FUND

This fund was initially established to track the revenue and expenditures related to legally restricted funds obtained through state grants for traffic congestion relief. The State has withheld traffic congestion funds since 2004-05. The fund is currently utilized to track all grant funds associated with road resurfacing and other related capital improvement projects. It has been renamed GRANTS FUND to more accurately reflect its use.

Included in the fund in 2023-24 are expenditures associated with the following grants:

Project	Cost $
Bridge Avenue	50,000
Bridge Preventative Maintenance	60,000
Center Boulevard and Bridge Avenue Bridges	50,000
Madrone Avenue Bridge	50,000
Nokomis Avenue	50,000
Cal Recycle Recycling Grant	5,000
2023 Street Paving Project	305,328
Total Expenditures	**$570,328**

- **Bridge Preventative Maintenance Program** – Funds were granted by the State for preventative maintenance in the total amount of approximately $1.2 million on three bridges consisting of Center Boulevard Bridge at Lansdale, Sir Francis Drake Bridge at Tunstead, and Barber Avenue Bridge. This funding is for bridges that do not need to be replaced but that need preventative maintenance).
- **Center Boulevard and Bridge Avenue Bridges** – Federal Highway Bridge Program funding for the replacement of bridges over San Anselmo Creek at Center Boulevard and Bridge Avenue. There is a required match for this bridge grant of 11.5% that was initially anticipated to be covered by the County of Marin Flood Zone 9 Flood Fee but is now covered in the Town budget. Initial funding has been approved for conceptual design. Subsequent funds will be available for design and construction phases of the project. Funding for the entire project has been allocated by CalTrans but construction has not been authorized. Funding for the conceptual design, final design and environmental process is approximately $1,969,000 and will be authorized upon approval of the conceptual design. Due to delays with funding, this fiscal year's funding is expected to be minimal so only $5,000 total for each of the Bridge has been set aside from the local match in the coming year. We are anticipating the local match of $35,000 for each bridge from prior year will be rollover into the new fiscal year. The remainder of the grant will be spent in subsequent years as the project progresses.
- **Madrone Avenue Bridge** – Federal Highway Bridge Program funding to rebuild the bridge over San Anselmo Creek at Madrone Avenue. Total grant for design is $1,267,875, with approximately $843,000 is scheduled to be expended this year ($843,680 from the grant and $96,700 local match). The required local match of 11.5% was being covered by the County of Marin Flood Zone 9 Flood Fee but now is incorporated into the Town budget. The remainder of the grant will be spent in subsequent years as the project progresses. Funding for the entire project was delayed but it appears that funding has been authorized by CalTrans to continue.

- **Nokomis Avenue** – Federal Highway Bridge Program funding to rebuild the bridge over San Anselmo Creek at Nokomis Avenue. The estimated design dollars for this year is $50,000**.** There is no required local match for this bridge grant**.** The remainder of the grant will be spent in subsequent years as the project progresses. Funding for the entire project was delayed along with bridges throughout California due to funding issues but it appears that funding has been authorized by CalTrans to continue.
- **Cal Recycle** recycling grant has awarded the Town a $5,000 grant used to purchase and replace public recycling containers as well as clean up litter in parks, recreation areas, and roadways. The goal of CalRecycle's beverage container recycling program is to reach and maintain an 80 percent recycling rate for all California refund value beverage containers.
- **2023 Street Paving Project** – The Transportation Authority of Marin (TAM) has awarded Measure AA funding to the Town in the amount of $305,000 for FY2023-24. This money will be used to partially fund the 2023 Street Paving project.

GRANTS FUND

TOWN OF SAN ANSELMO
GRANTS FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	106,404	246,801	246,801	126,761
REVENUE				
Revenue	2,037,302	717,744	552,454	570,328
TOTAL REVENUE	2,037,302	717,744	552,454	570,328
TOTAL RESOURCES	2,143,706	964,545	799,255	697,089
EXPENDITURES				
TOTAL EXPENDITURES	1,896,906	717,744	672,494	570,328
Net Increase/(Decrease)	140,397	-	(120,040)	-
ENDING BALANCE	246,801	246,801	126,761	126,761
TOTAL BUDGET	2,143,706	964,545	799,255	697,089

TOWN OF SAN ANSELMO
GRANTS FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

Description	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Bike Spine	204,635	-	-	-
Bridge Avenue Bridge	-	50,000	-	50,000
Bridge Preventative Maintenance	22,449	60,000	17,750	60,000
Center Blvd Bridge	46,385	50,000	-	50,000
Madrone Ave Bridge	35,834	50,000	27,000	50,000
Nokomis Ave Bridge	19,531	50,000	25,000	50,000
SFD Rehab - Hub to Bolinas Ave	4,219	-	-	-
HAWK Pedestrian Signal at Saunders Ave/SFD	-	-	-	-
Hub Study	-	-	-	-
Imagination Park	-	-	46,020	-
Other Revenue	106,220	-	-	-
Regional Early Action Plan	-	20,000	-	-
State Recycling Grant	5,000	5,000	5,000	5,000
Street Paving Phase A - Measure AA	959,504	410,744	410,744	305,328
TAM - Measure A	11,119	-	-	-
TAM - Measure AA	75,305	-	-	-
Tam Safe Pathways	526,161	-	-	-
Zero Waste Grant	20,940	22,000	20,940	-
TOTAL REVENUE	2,037,302	717,744	552,454	570,328
EXPENDITURES				
Bike Spine OBAG 2 Grant	190,015	-	-	-
Bridge Ave Bridge	-	50,000	-	50,000
Bridge Preventative Maintenance	54,509	60,000	17,750	60,000
Center Blvd Bridge	-	50,000	-	50,000
Madrone Ave Bridge	12,530	50,000	27,000	50,000
Nokomis Ave Bridge	17,974	50,000	25,000	50,000
SFD Rehab - Hub to Bolinas Ave	1,002,733	-	57,000	-
HAWK Pedestrian Signal at Saunders Ave/SFD	19,414	-	-	-
Hub Study	216,908	-	65,000	-
Imagination Park	25,722	-	30,000	-
Local Early Action Planning (LEAP)	1,725	-	-	-
Regional Early Action Plan	-	20,000	-	-
State Recycling Grant	-	5,000	5,000	5,000
Street Paving - Measure AA	-	410,744	410,744	305,328
Street Paving	25,000	-	35,000	-
TAM Brookside School Sidewalk	322,086	-	-	-
Zero Waste Grant	8,292	22,000	-	-
TOTAL EXPENDITURES	1,896,906	717,744	672,494	570,328

RECREATION FUND

The Recreation Department is responsible for developing and administering programs and services that enrich lives and help meet social, recreational, leisure and cultural needs of youth, families, and older adults through direct and contract programs.

Town residents and the greater Ross Valley community are provided with a variety of sports, leisure, arts and recreational activities and classes for all ages and abilities throughout the year. Program highlights include sports programs, gymnastics, afterschool care, afterschool enrichment and toddler enrichment classes. Summer day camps, specialty camps, and sports camps fill an important need in the Ross Valley for quality, affordable summer programming for children. The Parkside Preschool program has been serving preschool-aged children (and their parents) for over 45 years.

The Department provides staff support to our senior community. We work with the Ross Valley Seniors program and our Age-friendly Committee offers recreational, social, educational programming and outreach to seniors.

We provide staff support to the Parks and Recreation Commission and Arts Commission. The Department also provides staff support to the Dog Park, Skate Park, Robson-Harrington Community Gardens and Age-friendly committees.

We fundraise for and produce several community events, including, Live on the Avenue (in partnership with several Town departments), Goblins Parade, Breakfast with Santa, Tree Lighting, Egg Hunts, Skate Fest (2) and Corn Hole Tournaments (2).

The Recreation Fund is self-supporting except for general administrative functions such as payroll, finance, legal, maintenance and the Community Services Director's and the Administrative Services Assistant's compensation. Internet services and some maintenance functions are provided through the General Fund contribution to the Recreation Department. The Recreation Fund recoups its expenditures through class and program fees, as well as associated revenues such as advertising sales and rental/reservations income.

RECREATION FUND

2022-23 ACCOMPLISHMENTS

- The Recreation Department increased enrollment during FY 2022-23. We were able to serve more members of the community by maximizing enrollment and adding additional programming.
- The Skate Park continues to be popular. In San Anselmo there are kids both young and well into their teens who use our facility. The Department produced two Skate Fest events.
- Updated the Recreation Department Software Platform to Civic Rec.
- Updated Resolution #4455 redefining the framework for the Arts Commission, giving them steps and parameters for approving public art (not including murals).
- Made improvements to programming areas at the Robson Harrington House. Repainted the interior of the downstairs, removing all lead paint and painted the porch. Added new window covering to the downstairs program areas. These improvements were funded by the Recreation Fund.
- Established by-laws and rules for the Robson Harrington Community Garden and created a committee for the garden to manage day-to-day operations.
- Expanded department programming to include music and voice lessons.
- Grew our CIT (Counselor-in-Training program) to include 40 students ranging in age from 13-15. This is a job training program where students apply, go through an interview, training & orientation, then volunteer alongside paid camp staff. This is a great experience for teens.
- The Recreation Department added new toddler enrichment programs that allowed young children and their families to explore our local parks and create community through play.
- Parkside Preschool added a pre-k group that works with our lead teacher daily to prepare kids or TK/Kindergarten.
- Offered soccer league (800 kids), basketball league (400 Kids) and baseball & softball leagues (300 kids).
- Developed an action plan for the Parks and Recreation Commission.
- Produced San Anselmo Live in partnership with multiple Town departments, Goblins Parade, Tree Lighting, Egg Hunts, and Corn Hole Tournaments.

2022-23 CHANGES/HIGHLIGHTS

The Recreation Department saw a significant increase in participation levels in existing activities. Our in-house programs sold out quickly and most have wait lists. Our basketball and softball sports programs grew from previous years because they offered children the opportunity to get outside, be active and socialize.

2023-24 WORK PLAN PRIORITIES

Below are the FY 2023-24 Work Plan Priorities for the Recreation Department:

1. **Category:** Quality Facilities

   Priority: Upgrade and Improve the program spaces located at the Robson Harrington House.
   Description: Make improvements to the inside program space, home to our after-care programs. Improvements would include painting, replacing carpets, kitchen improvements and replacing blinds. Addition of an office space for staff to work and hold meetings with both parents and staff.
   Employee Impact: Moderate
   Fiscal Impact: The Department will use reserve funds which will be included in the FY 2023/24 Recreation Fund budget under capital outlay.

2. **Category:** Connecting with the Community

   Priority: Age-Friendly Strategic Plan
   Description: Age-Friendly San Anselmo will present a completed strategic plan to Town Council. To achieve the Vision of the strategic plan, the Town and the community will develop and reinforce a culture that allows for people to actively age with dignity, respect, and independence. Nurturing a commitment to an age-friendly future will be an essential factor in successfully implementing the strategies in the plan.
   Employee Impact: High
   Fiscal Impact: Minimal

3. **Category:** Connecting with the Community

   Priority: Create a Volunteer Corps for Parks and Recreation Projects.
   Description: The Parks and Recreation Commission will create a sub-committee to create a database of past and future volunteers to work on parks and reaction projects. Projects would include earth day, tutoring, park clean-up projects and more.
   Employee Impact: Moderate
   Fiscal Impact: Minimal

4. **Category:** Livability and Quality of Life

   Priority: Expand Toddler Enrichment Programs
   Description: The new early childhood classes will be designed to build a community of caregivers and create an environment for toddlers to socialize, play and learn. Teachers and caregivers will encourage early childhood development by guiding children to explore through stories, songs, sensory and art. Our goal is to have programs at both the Robson Harrington House and Memorial Park.
   Employee Impact: High
   Fiscal Impact: Minimal

5. **Category:** Connecting with the Community
   Priority: Update and reorganize the Recreation Department webpage.
   Description: The new Recreation registration software, Civic Rec, pairs with the Town website, Civic Plus. The department will connect the two platforms to update and reorganize our website and registration process. This will create a better experience for our recreation community.
   Employee Impact: High
   Fiscal Impact: Moderate

6. **Category:** Excelling in Town Services
   Priority: Re-format the Community Event Application and Process.
   Description: The Town of San Anselmo is vibrant community. The Recreation department receives many requests for events throughout the year. Requests include everything from concerts to bake sales. Currently there is one application that goes to the Town Council for approval. The department will develop a process and applications for larger events, smaller events, and tables at existing events. The application process will include interdepartmental communications, insurance requirements, street closures and janitorial costs.
   Employee Impact: High
   Fiscal Impact: Minimal

Interdepartmental Projects - Recreation & Public Works

1. **Category:** Quality Facilities
   Priority: improvements to Red Hill Dog Park
   Description: This project would include improvements to the drainage and ground covering.
   Employee Impact: Moderate
   Fiscal Impact: High

2. **Category:** Quality Facilities

   Priority: Implement phase 3 of Millennium Playground restoration
   Description: Phase three will involve enhancing the playground with new features placed in areas of the playground where former features existed. This will begin with a community engagement process to help determine the plan. The plan will go through a cost estimating process and a fundraising program will be launched. The improvements will be made once these goals are met.
   Employee Impact: Moderate
   Fiscal Impact: High

3. **Category:** Quality Facilities
   Priority: Repair the walls within the Robson Harrington Community Gardens.
   Description: The crumbling walls have become a safety issue.
   Employee Impact: Moderate
   Fiscal Impact: High

4. **Category:** Quality Facilities
   Priority: Paint ICC Center
   Description: The paint is peeling.
   Employee Impact: High
   Fiscal Impact: High

SERVICES AND SUPPLIES

- **Outside Services** – Credit card charges, registration software, technologies services, professional fees. ($145,400)
- **Temp Salaries** – Part-time recreation staffing costs ($10,000).
- **Dues** – Professional organization dues and publications required for staff to maintain expertise in recreation, catalog and information services ($1,000).
- **Training** – Seminars, workshops and conferences to keep staff current on recreation trends, best practices and policies and procedures ($5,000)
- **Building maintenance** – Minor building repairs ($1,000).
- **Equipment Maintenance** – Maintenance of office and computer equipment ($1,500)
- **Utilities** – Electricity and telephone ($16,500)
- **Office Supplies** – Postage, copy paper, ink cartridges, and miscellaneous supplies ($6.000). Promotional/Marketing – Advertising, program brochure and mailing ($34,605).

LABOR

Title	2021–22	2022–23	2023–24
Recreation Supervisor	2.00	2.00	2.00
Recreation Coordinator I/II	3.00	3.00	3.00
Administrative Services Assistant	0.20	0.00	0.00
Total	**5.20**	**5.00**	**5.00**

* The Recreation Director and the Administrative Services Assistant (0.80 FTE) are accounted for in the General Fund

PROGRAMS

Revenues and expenses are budgeted for each program area.

- **Sports** – includes youth and adult sports leagues, classes, and clinics, Tumbling and gymnastics classes.
- **Culture** — includes art, theatre, food, music, babysitting certification, and yoga, etc. for youth and adults.
- **Child Care** — includes Parkside Preschool program, on-campus after school enrichment classes, Robson After Care program, and summer art, sports, and general day camps for youth.
- **Facility Rentals/Other** – includes picnic reservations and field rental revenue; Robson House and ICC facility rental revenue; advertising revenue and other miscellaneous items.
- **Administration** — includes staff salaries, benefits, and training; office expenses; utilities expense; credit card fees; registration software fees; activity guide production costs; marketing costs; and equipment maintenance costs.

RECREATION FUND

TOWN OF SAN ANSELMO
RECREATION FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	343,672	463,581	463,581	887,607
REVENUE				
Revenue	1,861,024	1,877,632	1,992,589	1,984,971
TOTAL REVENUE	1,861,024	1,877,632	1,992,589	1,984,971
TOTAL RESOURCES	2,204,696	2,341,213	2,456,170	2,872,578
EXPENDITURES				
Operating Expenditures	1,660,422	1,851,144	1,487,869	1,953,381
Capital Expenditures	-	-	-	300,000
Transfers Out	80,694	26,488	80,694	31,590
TOTAL EXPENDITURES AND TRANSFERS O	1,741,116	1,877,632	1,568,563	2,284,971
Net Increase/(Decrease)	119,909	-	424,026	(300,000)
ENDING BALANCE	463,581	463,581	887,607	587,607
TOTAL BUDGET	2,204,696	2,341,213	2,456,170	2,872,578

ITEM 3.3 - ATTACHMENT 2

RECREATION FUND

TOWN OF SAN ANSELMO
RECREATION FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actuals	Budget	Est. Actual	Budget
REVENUE				
Sports Programs	583,087	518,768	588,029	612,600
Cultural Programs	150,177	110,176	148,062	112,971
School Programs/Childcare	1,096,481	1,212,188	1,229,961	1,224,500
Events and Other Revenue	31,280	36,500	26,537	34,900
TOTAL REVENUE	1,861,024	1,877,632	1,992,589	1,984,971
EXPENDITURES PROGRAMS ADMIN				
ADMINISTRATION LABOR COSTS				
Regular Salaries	265,598	249,759	260,206	292,957
Temporary Help	270	10,000	10,000	-
Overtime	6,383	6,000	6,500	2,000
Retirement	24,464	24,652	24,064	29,037
Other Benefits	35,886	42,038	47,379	38,565
Payroll Taxes	21,084	19,777	20,677	23,234
SUB-TOTAL LABOR COSTS	353,685	352,226	368,826	385,793
SERVICES AND SUPPLIES				
Outside Services	184,832	170,150	184,762	142,026
Training	1,397	5,000	1,000	7,000
Publications and Dues	1,209	1,000	1,000	800
Building Maintenance	213	1,000	500	500
Equipment Maintenance	-	3,000	50	1,000
Utilities	18,280	16,500	15,877	16,500
Promotion/Marketing	11,998	34,605	15,075	31,717
Furniture	-	500	-	-
Office/Departmental Supplies	5,863	14,500	2,250	10,800
SUB-TOTAL SERVICES AND SUPPLIES	223,791	246,255	220,514	210,343
TOTAL PROGRAM ADMINISTRATION	577,476	598,481	589,339	596,136
EXPENDITURES PROGRAMS OPERATIONS				
Sports Programs	260,154	278,264	194,541	317,763
Cultural Programs	100,493	70,874	82,637	80,066
School Programs and Childcare	721,436	901,925	616,351	958,416
Events and Other	864	1,600	5,000	1,000
SUB-TOTAL PROGRAMS OPERATIONS	1,082,946	1,252,663	898,529	1,357,245
CAPITAL OUTLAY - CONSTRUCTION	-	-	-	300,000
TRANSFERS OUT - GENERAL FUND	80,694	26,488	80,694	31,590
TOTAL EXPENDITURES	1,741,116	1,877,632	1,568,563	2,284,971

RECREATION FUND

TOWN OF
SAN ANSELMO
EST. 1907

SPECIAL REVENUE FUNDS

Community Services Master Plan Fund 101

Road Maintenance Fund 105

State Gasoline Tax Fund 109

Library Tax Fund 113

Robson House Fund 117

Special Events Fund 121

Measure A Parks Tax Fund 125

Isabel Cook Center (ICC) Fund 129

Measure C Wildfire Tax Fund 133

Climate Action Fund 137

Creekside Common Fund 141

Parking Fund 145

TOWN OF
SAN ANSELMO
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COMMUNITY SERVICES MASTER PLAN FUND

The Community Services Master Plan Fund was initiated in 2014-15 to reflect the revenue and expenditures associated with the Community Facilities Master Planning process. This fund is intended to be used for master planning projects related to Town parks and recreation activities and facilities.

The project was initially funded by a $50,000 grant from Marin County Supervisor Katie Rice and a transfer of $60,000 from the Recreation Fund.

During the Community Facilities Master Plan process, community input was collected from a variety of community members to help develop ideas for the Town's community facilities. A Master Plan was adopted by the Council at the end of the process, and work will continue toward the goal of carrying out the goals of the Master Plan.

At the completion of the Community Facilities Master Plan, funding was set aside to explore capital funding options.

In 2018-19, the Town Council allocated $30,000 from the General Fund reserve balance for use in a public information program to increase awareness about the Memorial Park Restoration Project.

TOWN OF SAN ANSELMO
COMMUNITY SERVICES MASTER PLAN FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	4,851	4,851	4,851	4,851
REVENUE				
Revenue & Transfers In	-	-	-	-
TOTAL REVENUE & TRANSFERS	-	-	-	-
TOTAL RESOURCES	4,851	4,851	4,851	4,851
EXPENDITURES				
TOTAL EXPENDITURES	-	4,000	-	4,000
Net Increase/(Decrease)	-	(4,000)	-	(4,000)
ENDING BALANCE	4,851	851	4,851	851
TOTAL BUDGET	4,851	4,851	4,851	4,851

TOWN OF SAN ANSELMO
COMMUNITY SERVICES MASTER PLAN FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Transfers In	-	-	-	-
TOTAL REVENUE	-	-	-	-
EXPENDITURES				
Outside Services	-	4,000	-	4,000
TOTAL EXPENDITURES	-	4,000	-	4,000

TOWN OF
SAN ANSELMO
EST. 1907

ROAD MAINTENANCE FUND

With the adoption of the 2002-03 budget, the Town Council formally recognized its commitment to the ongoing need for road maintenance beyond the resources provided by the Measure G bond funds. To provide additional funds for road maintenance, the Town Council directed staff to budget $400,000 in this fund annually. A Road Impact Fee for construction to be charged on construction projects was approved and collection of that fee began in December 2002. The road impact fee was extended to garbage vehicles in December 2004. Revenue received from the Road Impact Fee and the Garbage Impact Fee is restricted to the Road Maintenance Fund.

In FY 2023-24, Road Impact fees for construction are estimated at $375,000 and for garbage trucks at $84,000. A General Fund contribution of $450,000 to the fund is included to reflect the Town's continued commitment to road maintenance. This fund also includes Senate Bill 1 (SB) gas tax at approximately $315,000.

A new 5-Year Capital Improvement Plan (CIP) was prepared by staff in 2019 based on the pavement management program report that outlines the pavement condition index (PCI) of Town streets. It was reviewed and recommended to the Town Council by the Capital Program Monitoring Committee. It was also reviewed by the Planning Commission for compliance with the California Environmental Quality Act and conformance with the Town's General Plan. The 5 Year CIP was approved by Town Council in 2019.

The Plan calls for the following projects to be completed in 2023-24:

Project	Cost $
Salary/Benefits for Engineers (1.5 FTE)	227,091
CMP Replacment	45,000
Misc Intersection Striping	10,000
Slurry Seal	17,011
Street Paving Project	611,996
Stormwater Regulations	100,000
Other ADA	15,000
Traffic Signal Controller	50,000
Unprogrammed Paving	150,000
Total Expenditures	**$1,226,098**

The Capital Improvement Plan document is available for review on the Town's website at https://www.townofsananselmo.org/Archive.aspx?AMID=77.

ROAD MAINTENANCE FUND

LABOR

Title	2021-22	2022-23	2032-24
Assistant Director of Public Works	0.50	0.50	0.50
Project Coordinator	1.00	1.00	1.00
Total	**1.50**	**1.50**	**1.50**

TOWN OF SAN ANSELMO
ROAD MAINTENANCE FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	253,972	175,184	175,184	169,628
REVENUE				
Revenue & Transfers In	1,152,431	1,235,987	1,241,889	1,443,058
TOTAL REVENUE AND TRANSFERS IN	1,152,431	1,235,987	1,241,889	1,443,058
TOTAL RESOURCES	1,406,403	1,411,171	1,417,073	1,612,686
EXPENDITURES				
TOTAL EXPENDITURES	1,231,219	1,324,864	1,247,445	1,186,392
Net Increase/(Decrease)	(78,788)	(88,877)	(5,556)	256,666
ENDING BALANCE	175,184	86,307	169,628	426,294
TOTAL BUDGET	1,406,403	1,411,171	1,417,073	1,612,686

TOWN OF SAN ANSELMO
ROAD MAINTENANCE FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Interest Income	353	1,000	800	1,000
Road Impact Fees: Construction	413,350	420,000	430,000	375,000
Road Impact Fees: Grbg Trucks	84,000	84,000	84,000	84,000
Reimbursement	-	-		223,475
TOTAL REVENUE	497,703	505,000	514,800	683,475
TRANSFERS IN				
from General Fund	400,000	450,000	450,000	450,000
from SB1	254,728	280,987	277,089	309,583
TRANSFERS IN	654,728	730,987	727,089	759,583
TOTAL REVENUE & TRSF IN	1,152,431	1,235,987	1,241,889	1,443,058
EXPENDITURES				
Alderny ADA Ramps	-	10,000	10,000	-
Bike Spine	35,742	-	-	-
CMP Replacement	-	45,000	-	45,000
HAWK Pedestrian Signal	-	-	-	-
Hub Study	34,553	-	5,549	-
Low Impact Development	4,738	-	-	-
Median Improvement	-	10,000	-	-
Salaries and Benefits	197,748	216,310	160,000	227,091
Miscellaneous Striping	-	-	-	10,000
SFD Rehab - Hub to Bolinas Ave	214,684	-	-	-
Street Paving	417,907	683,554	781,896	315,826
Street Paving Additional				206,464
Stormwater regulations	-	100,000	-	100,000
Other ADA	-	10,000	-	15,000
Slurry Seal	-	-	-	17,011
Traffic Signal Controller	-	50,000	-	50,000
Unprogrammed Drainage	-	-	-	50,000
Unprogrammed Resurfacing	325,847	200,000	300,000	150,000
TOTAL EXPENDITURES	1,231,219	1,324,864	1,247,445	1,186,392

STATE GASOLINE TAX FUND

California municipalities receive a portion of the state gasoline taxes, allocated on a per capita basis, to be used for street maintenance work. Interest earnings on any funds on deposit in the gas tax fund are required to accrue to that fund. Funds may be transferred from the gas tax fund to other funds during the year for street maintenance work.

Starting in 1997-98, the full amount of gas tax revenue received in the fiscal year is transferred to the General Fund on an ongoing basis, rather than just the projected revenue amount, as long as estimated Street Maintenance costs exceed the Town's gas tax revenue.

On April 28, 2017, the Governor signed Senate Bill 1 (SB1), an increase in vehicle registration fees along with per-gallon gas and diesel tax increases. Distribution of funds to San Anselmo will follow the apportionment formula used for the current gas tax. Funding will be available for basic road maintenance, rehabilitation, and critical safety projects on local streets and roads.

TOWN OF SAN ANSELMO
STATE GASOLINE TAX FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	-	-	-	-
REVENUE				
Revenue	562,321	638,946	612,030	662,023
TOTAL REVENUE	562,321	638,946	612,030	662,023
TOTAL RESOURCES	562,321	638,946	612,030	662,023
EXPENDITURES	562,321	638,946	612,030	662,023
TOTAL EXPENDITURES &TRANSFERS O	562,321	638,946	612,030	662,023
Net Increase/(Decrease)	-	-	-	-
ENDING BALANCE	-	-	-	-
TOTAL BUDGET	562,321	638,946	612,030	662,023

TOWN OF SAN ANSELMO
STATE GASOLINE TAX FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
State Gasoline Tax - Regular	307,593	357,959	334,941	352,440
State Gasoline Tax - SB1	254,728	280,987	277,089	309,583
TOTAL REVENUE	562,321	638,946	612,030	662,023
EXPENDITURES				
Transfers Out - General Fund	307,593	357,959	334,941	352,440
Transfers Out - Road Maintenance Fund	254,728	280,987	277,089	309,583
TOTAL EXPENDITURES	562,321	638,946	612,030	662,023

TOWN OF
SAN ANSELMO
EST. 1907

LIBRARY TAX FUND

The voters of San Anselmo approved a Special Library Services Tax of $49 per parcel effective July 1, 2010. The revenue from the tax was restricted to expenditures for expanding library hours, improving children's services at the Library, including hiring a special children's librarian, and enhancing general Library services.

A special Library Fund was created to record the revenue from the tax measure and the allowable expenditures. Any funds that are not expended at the end of a given year remain in the Fund and are available for budgeted expenditures in future years.

The voters of San Anselmo approved a renewal of the tax in June 2014 at $54 per parcel for nine years, with an annual increase of 3% per year. A special Library Tax Oversight Committee was established with the parcel tax renewal and monitors expenditures from this fund.

In November of 2022, voters renewed the existing library parcel tax (expiring in 2024) and extended it for another nine years, until 2033. It is anticipated that the Special Library Services Tax will create revenue of $309,111 for the Library next year.

The Special Library Services Tax requires that the tax funding augment, not displace, funding provided by the Town. To that end, the ordinance requires that the tax continues to be levied only if Town funding of the library remains above 90% of the amount budgeted for 2012-2013 ($449,765). The $449,765 figure was arrived at by taking the 2012-2013 Library budget ($545,685) and subtracting the budgeted donations from the Friends of the Library ($14,426), budgeted State library funding ($4,290) and budgeted library fines ($27,230). 90% of $499,739 is **$449,765.**

The amount budgeted in the General Fund for the Library in this proposed budget is $847,839, which is within the allowable parameters in the Special Library Tax Services measure.

LIBRARY TAX FUND

2022-23 HIGHLIGHTS

- Increased digital resources to include Washington Post.
- Hosted the return of in-person programming and introduced hybrid programming.
- Translated library card application to make bilingual, English and Spanish
- Launched *Writers in Conversation* series: virtual bestselling author talks.
- Scheduled and supported Family Concerts for summer series, *Live on the Avenue*.
- Added Sing and Stomp storytime, Crafternoons for elementary school children and Dia de Los Ninos celebration.

LABOR

Title	2021-22	2022-23	2023-24
Children's Librarian	1.00	1.00	1.00
Library Assistant	1.00	1.00	1.00
Senior Library Assistant	0.20	0.20	0.20
Total	**2.20**	**2.20**	**2.20**

SERVICES AND SUPPLIES

- **MARINet** – Membership in Link Plus, a Statewide inter-library loan service ($7,534) and additional databases, such as Mango Language, and Overdrive e-books.
- **Equipment maintenance** – Maintenance of computers ($1,500).
- **Internet** — CENIC (Corporation for Education Network Initiatives in California) High speed Internet ($8,306).
- **Materials** – Print and digital books, magazines, newspapers, and film ($56,250).
- **Outside Services** – Program and special events expenditures ($3,500).
- **Department supplies** – Postage, copy paper, miscellaneous supplies, cataloging, circulation, and materials repair supplies ($10,000).

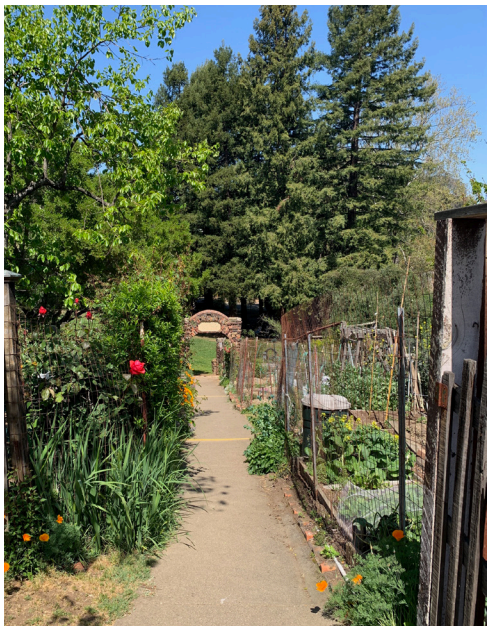
TOWN OF SAN ANSELMO
LIBRARY TAX FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	96,141	69,627	69,627	28,597
REVENUE				
Revenue	290,019	297,222	298,435	309,111
TOTAL REVENUE	290,019	297,222	298,435	309,111
TOTAL RESOURCES	386,160	366,849	368,062	337,707
EXPENDITURES				
TOTAL EXPENDITURES	316,533	346,825	339,465	336,560
Net Increase/(Decrease)	(26,514)	(49,603)	(41,030)	(27,449)
ENDING BALANCE	69,627	20,024	28,597	1,148
TOTAL BUDGET	386,160	366,849	368,062	337,707

TOWN OF SAN ANSELMO
LIBRARY TAX FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Library Tax	290,019	297,222	298,435	309,111
TOTAL REVENUE	290,019	297,222	298,435	309,111
EXPENDITURES				
LABOR COSTS				
Regular Salaries	144,991	146,984	125,158	130,304
Temporary Help	39,855	44,500	53,547	47,500
Retirement	12,061	13,119	13,165	11,694
Overtime	-	-	-	-
Other Benefits	46,540	47,757	59,093	47,177
Payroll Taxes	14,015	14,983	16,920	13,780
TOTAL LABOR COSTS	257,461	267,343	267,883	250,455
SERVICES AND SUPPLIES				
Outside Services - Programming	-	250	3,500	3,500
MARINet Database	4,061	6,065	6,065	7,534
Equipment Maintenance	-	1,500	0	0
Internet - CENIC	11,353	8,417	8,417	8,306
Department Supplies	1,168	10,000	2,500	10,000
Adult Books	10,945	15,000	14,000	14,420
Childrens' Books	4,872	10,000	11,500	11,845
Audio/Visual Books	75	1,000	100	1,000
DVDs	9,006	8,750	7,500	9,500
E Books	17,593	18,500	18,000	20,000
TOTAL SERVICES AND SUPPLIES	59,072	79,482	71,582	86,105
TOTAL EXPENDITURES	316,533	346,825	339,465	336,560

ROBSON HOUSE FUND



The Robson House is an elegant mansion that was donated to the Town in 1968, with the agreement that it be used for the benefit of the community's children. In 1978 a Robson-Harrington House Association was formed to restore, manage, and maintain the house as a civic, educational, recreational, and cultural center. In 2005 the Association was unable to find new board members willing to take on the considerable responsibilities of the house and the organization disbanded. Management of the house has reverted to the Town.

Revenue from the rental of the upstairs offices has been sufficient over the past years to cover the ongoing operation and routine maintenance of the house. However, since 2011-12, personnel, utility, and maintenance costs have risen to the point that rental revenue does not cover the regular costs. Rental increases were implemented in 2015-16, but even with a rental increase, rental revenue is not sufficient to cover the considerable deferred maintenance work and capital improvements that are needed to restore and maintain the house. The Town is budgeting $50,000 for adding an ADA bathroom, half of the cost will be funded through the Measure J Sales Tax fund.

SERVICES AND SUPPLIES

- **Outside services** – Pest control services, landscape services, fire safety equipment; special assistance for repairs ($2,110).
- **Building maintenance** – Janitorial Service ($15,600), other repair services ($1,500), Robson ADA bathroom ($40,000, a portion of the cost will be funded through Measure J sales tax).
- **Utilities** – Electricity, water, telephone, and sewer ($7,000).
- **Department supplies** – Material and supplies needed to maintain Robson house ($1,000).
- **Possessory tax payment** – Taxable possessory interest assessment ($2,400).

TOWN OF SAN ANSELMO
ROBSON HOUSE FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	27,212	9,291	9,291	(17,709)
REVENUE				
Revenue & Transfers In	87,816	26,220	27,900	26,220
TOTAL REVENUE AND TRANSFERS I	87,816	26,220	27,900	26,220
TOTAL RESOURCES	115,028	35,511	37,191	8,511
EXPENDITURES				
TOTAL EXPENDITURES	105,737	57,263	54,900	42,510
Net Increase/(Decrease)	(17,921)	(31,043)	(27,000)	(16,290)
ENDING BALANCE	9,291	(21,752)	(17,709)	(33,999)
TOTAL BUDGET	115,028	35,511	37,191	8,511

TOWN OF SAN ANSELMO
ROBSON HOUSE FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

Description	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Dovetail	-	-	-	-
Moment Records	20,400	20,400	20,400	20,400
Social Rep, LLC	15,000	5,820	7,500	5,820
Transfers In	52,416	-	-	-
TOTAL REVENUE	87,816	26,220	27,900	26,220
EXPENDITURES				
LABOR COSTS				
Regular Salaries	-	9,677	-	-
Overtime	-	-	-	-
Retirement	-	1,358	-	-
Other Benefits	-	2,978	-	-
Payroll Taxes	-	740	-	-
TOTAL LABOR COSTS	-	14,753	-	-
SERVICES AND SUPPLIES				
Outside Services	32,325	2,110	4,500	2,110
Building Maintenance	64,418	30,000	45,000	30,000
Utilities	7,051	7,000	3,000	7,000
Supplies	-	1,000	-	1,000
Possessory Tax Payment	1,943	2,400	2,400	2,400
TOTAL SERVICES AND SUPPLIES	105,737	42,510	54,900	42,510
TRANSFERS OUT	-	-	-	-
TOTAL EXPENDITURES	105,737	57,263	54,900	42,510

TOWN OF
SAN ANSELMO
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SPECIAL EVENTS FUND

This fund was established in 2000-01 to track the revenues and expenses associated with the annual special events sponsored by the Town.

The fund was opened with a balance comprised of the proceeds from 1996 Country Fair Day, which was organized and managed by the Town for the first time in many years.

The fund was utilized in 2007 to fund events commemorating the Town's centennial anniversary. Over the years the events that the Town offers to our community have changed. The fund continues to be used to support Town events, such as the Live on the Avenue music series, the Goblins Parade, Teen and Children's Egg Hunts, Breakfast with Santa, the Holiday Tree Lighting and United Against Hate.

$107,000 is committed for expenditures for the annual Town events.

TOWN OF SAN ANSELMO
SPECIAL EVENTS FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Actual
BEGINNING BALANCE	10,923	6,118	6,118	41,242
REVENUE				
Revenue	16,825.00	22,000	66,500	107,000
TOTAL REVENUE	16,825.00	22,000	66,500	107,000
TOTAL RESOURCES	27,748	28,118	72,618	148,242
EXPENDITURES				
TOTAL EXPENDITURES	21,630	44,040	31,376	107,000
Net Increase/(Decrease)	(4,805)	(22,040)	35,124	-
ENDING BALANCE	6,118	(15,922)	41,242	41,242
TOTAL BUDGET	27,748	28,118	72,618	148,242

TOWN OF SAN ANSELMO
SPECIAL EVENTS FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Breakfast With Santa	325	3,500	500	2,000
Country Fair Day	-	-	-	-
Egg Hunt	1,000	1,000	1,000	2,000
Goblins Parade	3,000	1,000	-	2,000
Picnics On The Plaza	-	-	-	-
United Against Hate	-	1,000		1,000
Live on the Avenue	12,500	15,000	15,000	70,000
Holiday Tree Lighting	-	500	-	500
Transfer In	-	-	50,000	29,500
TOTAL REVENUE	16,825	22,000	66,500	107,000
EXPENDITURES				
Temporary Help	-	11,700	-	11,500
Overtime	-	-	-	-
Retirement	-	-	-	-
Payroll Taxes	-	895	-	895
Outside Services	-	-	-	-
Special Event Supplies	1,700	500	-	-
ASCAP Royalties - Events	428	400	451	400
BMI Royalties - Events	368	375	391	375
Breakfast With Santa	76	1,700	2,335	2,000
Country Fair Expenses	-	-	-	-
Egg Hunt	1,213	1,200	1,615	20,000
Goblins Parade	1,027	1,000	1,650	2,000
Picnics On The Plaza	-	-	-	-
United Against Hate	700	1,000	-	1,000
Live on the Avenue	16,117	25,000	24,934	68,380
Holiday Tree Lighting	-	270	-	450
TOTAL EXPENDITURES	21,630	44,040	31,376	107,000

TOWN OF
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ITEM 3.3 - ATTACHMENT 2

MEASURE A PARKS TAX FUND

Revenue and expenditures associated with San Anselmo's share of the Marin County one-quarter per cent (.25%) transactions and use tax, entitled Marin Parks, Open Space, and Farmland Preservation Transactions and Use Tax Ordinance are accounted for in this fund. Countywide, the tax is estimated to generate $10,000,000 per year for ten years. Fifteen per cent (15%) of the Measure A revenue is allocated to cities, towns, and special districts. San Anselmo's share is 6.65% of that revenue.

The Town Council annually determines the distribution of these funds. For 2014-15, and including the partial funding for 2013-14, $55,494 was contributed to the Sky Ranch open space acquisition and $66,794 to Memorial Park improvements.

In 2015-16 and going forward, the Town Council decided that on an ongoing basis, 70% of the annual funding will go to Memorial Park and 30% to open space acquisition.

On January 26, 2021, the Town Council approved the Memorial Park Playing Field Repair Project for an estimated amount of $675,000, which $47,000 will come from General Fund Reserve and approximately $439,000 from Measure A Parks Tax Fund to supplement $177,982 from State Proposition 68 Per Capita funding.

TOWN OF SAN ANSELMO
MEASURE A PARKS TAX FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	572,678	568,285	568,285	-
REVENUE				
Revenue	117,160	226,168	189,536	119,000
TOTAL REVENUE	117,160	226,168	189,536	119,000
TOTAL RESOURCES	689,838	794,453	757,821	119,000
EXPENDITURES				
TOTAL EXPENDITURES	121,553	796,572	757,821	-
Net Increase/(Decrease)	(4,393)	(570,404)	(568,285)	119,000
ENDING BALANCE	568,285	(2,119)	-	119,000
TOTAL BUDGET	689,838	794,453	757,821	119,000

TOWN OF SAN ANSELMO
MEASURE A PARKS TAX FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Measure A Parks Tax	117,104	44,186	11,368	117,000
Interest	56	4,000	186	2,000
Proposition 68 Park Grant	-	177,982	177,982	-
Donation/Transfers In	-	-	-	-
TOTAL REVENUE	117,160	226,168	189,536	119,000
EXPENDITURES				
SERVICES AND SUPPLIES				
Memorial Park Improvement	121,553	617,549	578,798	-
Open Space	-	179,023	179,023	-
TOTAL EXPENDITURES	121,553	796,572	757,821	-

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ISABEL COOK CENTER (ICC) FUND

The Isabel Cook Center (ICC), located at 1000 Sir Francis Drake Boulevard, is a former school property purchased by the Town with Community Development Block Grant funds. It is comprised of the Recreation Center and the Isabel Cook Community Center. The Center houses the Recreation Department offices, multi-purpose rooms, a gymnasium and a pre-school center. The classroom space is leased to a community non-profit organization of artists, called the San Anselmo Artist Studios.

Rents from the artist studios support the maintenance, operating expenses, repairs, and capital improvements in the complex.

The lower office space (3,800 square feet) is vacant, and the space is being utilized by the Recreation Department for community programs. Several of the upstairs classrooms were converted to artist's studios and are fully rented.

SERVICES AND SUPPLIES

- **Outside Services** – Special assistance for repair of facility and equipment. Outside services during employee vacation/leave ($5,000)
- **Building Maintenance** – Janitorial service, heat/air HVAC; routine and emergency building maintenance projects ($47,000); Generator installation ($29,000).
- **Utilities** – Electricity, gas, telephone, and sewer ($22,000). Water is paid for through the Parks budget.
- **Supplies** – Miscellaneous office supplies and minor supply items for building operation.

TOWN OF SAN ANSELMO
ISABEL COOK CENTER FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	8,495	59,481	59,481	37,499
REVENUE				
Revenue	116,885	107,668	107,668	107,688
TOTAL REVENUE	116,885	107,668	86,804	107,688
TOTAL RESOURCES	125,380	167,149	146,285	145,187
EXPENDITURES				
TOTAL EXPENDITURES	65,899	112,196	102,000	97,500
Net Increase/(Decrease)	50,986	(4,528)	(15,196)	10,188
ENDING BALANCE	59,481	54,953	44,285	47,687
TOTAL BUDGET	125,380	167,149	146,285	145,187

TOWN OF SAN ANSELMO
ISABEL COOK CENTER FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
ICC Rental Income	116,885	107,668	107,668	107,688
TOTAL REVENUE	116,885	107,668	107,668	107,688
EXPENDITURES				
LABOR COSTS				
Regular Salaries	-	9,630	-	-
Overtime	-	-	-	-
Retirement	-	1,351	-	-
Other Benefits	-	2,978	-	-
Payroll Taxes	-	737	-	-
TOTAL LABOR COSTS	-	14,696	-	-
SERVICES AND SUPPLIES				
Outside Services	906	5,000	10,000	5,000
Building Maintenance	41,079	70,000	70,000	70,000
Utilities	23,914	22,000	22,000	22,000
Office/Department Supplies	-	500	-	500
TOTAL SERVICES AND SUPPLIES	65,899	97,500	102,000	97,500
TOTAL EXPENDITURES	65,899	112,196	102,000	97,500

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MEASURE C WILDFIRE TAX FUND

In 2019, 17 Marin County agencies with fire prevention responsibilities formed the Marin Wildfire Prevention Authority ("MWPA") through a Joint Exercise of Powers Agreement. MWPA's mission is to organize and sustain local wildfire prevention including early detection, warning, and alerts; reducing vegetation; ensuring defensible space around homes, neighborhoods, and critical infrastructure; and improving disaster evacuation routes/procedures; Marin Wildfire Prevention Measure, levying up to $10 cents per building square foot tax ($75 per multifamily unit) for ten years, providing $19,300,000 annually, with annual inflation adjustments, independent citizen oversight/audits, and low-income senior exemptions.

Defensible space and fire-resistant structure evaluations, and mitigation of fire threats thereof, will be funded by 20% of the tax measure proceeds and will be done on a shared service basis or by a responsible Member.

Local-specific wildfire prevention efforts will be funded by 20% of the tax measure proceeds and allocated to each member in proportion to revenue raised in each member's respective tax rate areas. Members must certify that the tax measure proceeds are used consistently with the purpose of the Authority and that the tax measure expenses result in a higher level of service than would otherwise be provided by the member. The approximate allocation to the Town is $365,000 in FY2023-24.

TOWN OF SAN ANSELMO
MEASURE C WILDFIRE TAX FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	280,282	185,973	185,973	154,959
REVENUE				
Revenue	366,198	365,000	365,000	367,000
TOTAL REVENUE	366,198	365,000	365,000	367,000
TOTAL RESOURCES	646,480	550,973	550,973	521,959
EXPENDITURES				
TOTAL EXPENDITURES	460,507	365,000	396,014	367,000
Net Increase/(Decrease)	(94,309)	-	(31,014.00)	-
ENDING BALANCE	185,973	185,973	154,959	154,959
TOTAL BUDGET	646,480	550,973	550,973	521,959

TOWN OF SAN ANSELMO
MEASURE C WILDFIRE TAX FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Measure C Wildfire Tax	366,198	365,000	365,000	367,000
TOTAL REVENUE	366,198	365,000	365,000	367,000
EXPENDITURES				
SERVICES AND SUPPLIES				
Outside Services - Fire Prevention	408,091	365,000	396,014	367,000
TRANSFERS OUT	52,416	-	-	-
TOTAL EXPENDITURES & TRANSFERS OU	460,507	365,000	396,014	367,000

TOWN OF
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CLIMATE ACTION FUND

On June 11, 2019, the Town Council adopted *Resolution 4286: A Resolution of the Town Council of the Town of San Anselmo Adopting San Anselmo Climate Action Plan 2030*. The Climate Action Plan 2030 (CAP) is a master plan to guide the development and implementation of local, measurable actions and initiatives to reduce local greenhouse gas emissions 54% by 2030 (from a 2005 baseline, or 45% below 1995 levels), with the goal of community-scale carbon neutrality by no later than 2045.

On February 11, 2020, the Town Council adopted *Resolution No. 4325: A Resolution of the Town Council of the Town of San Anselmo Declaring a Climate and Ecological Emergency in San Anselmo*. In declaring a Climate and Ecological Emergency, the Town Council directed the Town Manager to (i) work with staff to include consideration and prioritization of consistency with the Climate Action Plan 2030, as amended or updated, in staff reports to Council and (ii) to earmark specific funds for greenhouse gas and climate change mitigation annually, beginning in the Fiscal Year 2020-2021. Subsequently, the 2020-2021 budget, adopted on June 23, 2020, included the addition of Appendix B, which tracked the Town's anticipated spending on Climate Action Plan Implementation Programs.

With the adoption of the FY 2021-2022 budget, the Town Council formally recognized the ongoing need to devote resources towards implementing its Climate Action Plan. The creation of the Climate Fund is intended to help the Town build its capacity to identify and undertake climate action at the municipal level and to provide maximum transparency to the public on the Town's progress.

In 2021-2022, funds are budgeted in the amount of $50,000 to hire a part-time Climate Action Coordinator (as described in the San Anselmo 2021-2023 Work Plan Priorities, Administrative & Finance Priority #10, adopted on April 27th, 2021) and for other expenses related to identifying and implementing policies, programs, and grants consistent with the Town's stated climate action goals.

The proposed FY 2023-2024 budget for the Climate Action Fund is $230,000, which includes $133,247 in combined grant and rebate funding from the California Energy Commission, CalRecycle, Zero Waste Marin, Transportation Authority of Marin, Marin Clean Energy, and the Internal Revenue Service. $190,000 is budgeted for outside services to cover half of the salary for the part-time Climate Action Coordinator and hire consultants on an as needed basis to support implementation of climate action programs, policies, and projects including assistance with implementation of SolarAPP+ and SB 1383. Additional expenditures may include pilot projects (e.g., streetlight-connected EV chargers, micromobility charging network), rebate programs (e.g., electric landscape equipment, heat pumps, E-bikes), Zero Waste activities, an EV & E-bike show, and outreach/educational materials.

TOWN OF SAN ANSELMO
CLIMATE ACTION FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	-	58,382	58,382	89,382
REVENUE				
Revenue	76,247	126,000	126,000	232,247
TOTAL REVENUE AND TRANSFER IN	76,247	126,000	126,000	232,247
TOTAL RESOURCES	76,247	184,382	184,382	321,629
EXPENDITURES				
TOTAL EXPENDITURES	17,865	95,000	95,000	292,497
Net Increase/(Decrease)	58,382	31,000	31,000	(60,250)
ENDING BALANCE	58,382	89,382	89,382	29,132
TOTAL BUDGET	76,247	184,382	184,382	321,629

TOWN OF SAN ANSELMO
CLIMATE ACTION FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Intergovernmental Revenue	21,247	21,000	21,000	127,247
Transfers In	55,000	105,000	105,000	105,000
TOTAL REVENUE	76,247	126,000	126,000	232,247
EXPENDITURES				
SERVICES AND SUPPLIES				
Outside Services	17,865	90,000	90,000	287,497
Equipment Grant	-	5,000	5,000	5,000
TOTAL EXPENDITURES	17,865	95,000	95,000	292,497

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CREEKSIDE COMMON FUND

At the Town Council meeting on September 25, 2018, Town Council discussed an idea related to planning for the renovation of Creek Park following the potential removal of the building at 630-636 San Anselmo Avenue, otherwise known as "Building Bridge 2". This building was being considered for removal as part of the Marin County Flood Control and Water Conservation District's San Anselmo Flood Risk Reduction Program (SAFRR).

An idea was brought forward for a local design competition using the post-building removal, expanded space at Creek Park as a canvas for collecting visionary design proposals with the potential to enliven the park and adjoining commercial district.

The goal of this competition would be to foster creativity and challenge participants to think outside the box; to propose exciting ideas that have never been considered possible for the space; to reimagine the existing urban/park landscape; and to aid in bringing Creek Park into the 21st Century.

On June 25, 2019, the Town Council directed the Town Manager to convene a Community Advisory Group (CAG) to help oversee the public process portion of the design development and conduct fundraising for the project.

Since then, the Town has received a total donation amount of $351,500 toward identifying opportunities to improve public areas associated with the flood control project, with the funding used for preliminary geotechnical studies, preliminary structural bridge, and abutment design, and RHAA renderings to visualize potential improvements.

More funding will be needed for the construction of the project.

TOWN OF SAN ANSELMO
CREEKSIDE COMMONS FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	211,433	107,776	107,776	89,319.00
REVENUE				
Revenue	-	-	-	-
TOTAL REVENUE	-	-	-	-
TOTAL RESOURCES	211,433	107,776	107,776	89,319
EXPENDITURES				
TOTAL EXPENDITURES	103,657	136,433	18,457	89,319
Net Increase/(Decrease)	(103,657)	(136,433)	(18,457)	(89,319)
ENDING BALANCE	107,776	(28,657)	89,319	-
TOTAL BUDGET	211,433	107,776	107,776	89,319

TOWN OF SAN ANSELMO
CREEKSIDE COMMONS FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Donations	-	-	-	-
Interest	-	-	-	-
Misc Revenue	-	-	-	-
TOTAL REVENUE	-	-	-	-
EXPENDITURES				
SERVICES AND SUPPLIES				
Outside Services	103,657	136,433	18,457	89,319
Misc Services	-	-	-	-
Transfer Out	-	-	-	-
TOTAL EXPENDITURES	103,657	136,433	18,457	89,319

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PARKING FUND

The Parking Fund was initiated in 2021-2022 to account for parking meters and other fees collected as part of Ordinance 1039.

As described per the Ordinance, "all receipts accruing to the Town from the operation of parking meters shall be expended for the acquisition, operation, maintenance, repair, and replacement of parking meters, parking meter collection and enforcement and expenses thereto. Furthermore, excess revenue not expended for the foregoing purposes shall be deposited in the Town's General Fund or expended for any lawful purpose."

TOWN OF SAN ANSELMO
PARKING FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	-	89,114	89,114	99,114
REVENUE				
Revenue & Transfers In	32,550	-	35,000	35,000
TOTAL REVENUE AND TRANSFERS I	32,550	-	35,000	35,000
TOTAL RESOURCES	32,550	89,114	124,114	134,114
EXPENDITURES				
TOTAL EXPENDITURES	-	-	25,000	25,000
Net Increase/(Decrease)	32,550	-	10,000	-
ENDING BALANCE	32,550	89,114	99,114	109,114
TOTAL BUDGET	32,550	89,114	124,114	134,114

TOWN OF SAN ANSELMO
PARKING FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Revenue	32,550	25,000	35,000	35,000
Transfers In	-	-	-	-
TOTAL REVENUE AND TRANSFERS IN	32,550	25,000	35,000	35,000
EXPENDITURES				
Outside Services - Other	69,818	25,000	25,000	25,000
TOTAL EXPENDITURES	69,818	25,000	25,000	25,000

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CAPITAL RECONSTRUCTION FUND

The Capital Reconstruction Fund accounts for the revenues and expenses of capital projects. It is funded primarily by the General Fund. Prior to the funding crisis beginning in 2003, Town policy had been to make a transfer from current year General Fund revenues, which is generally 70% of the amount of the prior year's General Fund carryover (excess of revenues carried over from the prior year, less any transfer needed to replenish the Emergency Projects Fund). Because of the funding shortfalls in the past several years, Council has opted to allocate funds where they are most needed.

Projects are funded on a prioritized basis, based on health, safety, liability, cost-benefit, cost avoidance, and ability to deliver services, and categorized according to prior commitments (whether by written agreement with an outside entity, or by policy direction), liability/safety, and other. The project expenditures are typically categorized as follows:

- **Commitments due to grants and loans.** These are projects for which the Town has entered into written agreements for repayment of funds, or for which the Town would be responsible for returning funds to the grantee; in some cases, these funds have already been spent.
- **Recommended due to liability and/or safety concerns.** The projects in this category have been identified as having safety and/or liability risks for the Town if they are not accomplished.
- **Recommended based on prior commitments and/or direction.** These are projects for which Council has previously appropriated funds, established by policy as a priority, or given direction to staff to accomplish.
- **Other.** These projects or other funding recommendations do not fit into another category. The unprogrammed projects appropriation is used to fund unanticipated and emergency needs and cost overruns in budgeted projects.

TOWN OF SAN ANSELMO
CAPITAL RECONSTRUCTION FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	67,074	59,003	59,003	7,548
REVENUE				
Revenue & Transfers In	(6,521)	-	-	-
TOTAL REVENUE AND TRANSFERS I	(6,521)	-	-	-
TOTAL RESOURCES	60,553	59,003	59,003	7,548
EXPENDITURES				
TOTAL EXPENDITURES	1,550	50,000	51,455	-
Net Increase/(Decrease)	(8,071)	(50,000)	(51,455)	-
ENDING BALANCE	59,003	9,003	7,548	7,548
TOTAL BUDGET	60,553	59,003	59,003	7,548

TOWN OF SAN ANSELMO
CAPITAL RECONSTRUCTION FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Miscellaneous Revenue	(6,521)	-	-	-
Transfers In	-	-	-	-
TOTAL REVENUE AND TRANSFERS IN	(6,521)	-	-	-
EXPENDITURES				
Snack Shack Improvement	1,550	-	-	-
Fire Station Building Repair	-	-	-	-
CAPITAL OUTLAY - CONSTRUCTION	-	50,000	51,455	-
Construction - Trails	-	-	-	-
TOTAL EXPENDITURES	1,550	50,000	51,455	-

TOWN OF
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EQUIPMENT REPLACEMENT FUND

The Equipment Replacement Fund accounts for revenues that are restricted or otherwise designated for the purchase of Town equipment.

In the past, the Town did not have an adopted equipment replacement schedule and funding program but instead scheduled equipment acquisition and replacement as funds are available. The Town has allocated about $200,000 each year for the last ten years from the General Fund to the Equipment Fund to fund the following costs:

- Town-wide computer hardware/software replacement or acquisition.
- The debt service payment for the Marin Emergency Radio Authority (MERA) Bonds.
- Vehicle lease payment for three electronic vehicles.
- Fund Town's Climate Action Plan activities.

During 2020-21, the Town updated its inventory listings for Vehicle and Technology programs. The Town decided to create two separate Internal Services Funds: Technologies Replacement and Vehicle Replacement funds to maintain the Town's future Technology and Vehicle replacement activities.

TOWN OF SAN ANSELMO
EQUIPMENT REPLACEMENT FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	298,944	117,460	117,460	103,430
REVENUE				
Revenue & Transfers In	-	-	50,000	-
TOTAL REVENUE AND TRANSFERS IN	-	-	50,000	-
TOTAL RESOURCES	298,944	117,460	167,460	103,430
EXPENDITURES				
TOTAL EXPENDITURES	181,484	75,000	64,030	75,000
Net Increase/(Decrease)	(181,484)	(75,000)	(14,030)	(75,000)
ENDING BALANCE	117,460	42,460	103,430	28,430
TOTAL BUDGET	298,944	117,460	167,460	103,430

TOWN OF SAN ANSELMO
EQUIPMENT REPLACEMENT FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

Description	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Miscellaneous Revenue	-	-	-	-
Transfers In	-	-	50,000	-
TOTAL REVENUE AND TRANSFERS IN	-	-	50,000	-
EXPENDITURES				
Computer Hardware/Software	191	-	-	-
MERA Debt Service Payment	-	-	-	-
Public Works Capital Outlay	-	-	-	-
Parking Meters	-	-	-	-
Climate Action Plan Initiatives	-	-	-	-
Public Works Vehicle Replacement	46,293	75,000	64,030	75,000
Transfers Out	135,000	-	-	-
TOTAL EXPENDITURES	181,484	75,000	64,030	75,000

TOWN OF
SAN ANSELMO
EST. 1907

MEASURE G DEBT SERVICE

In June 1995, the San Anselmo voters approved a $10.8 million general obligation bond measure, known as Measure G, to finance improvements to the Town's streets, storm drains, and Library building. This fund is dedicated to the collection of property tax assessments for the repayment of principal and interest on the bonds. As required by law, it was segregated from the Measure G Bond Proceeds Fund which was dedicated to the receipt and expenditure of the $10.8 million bond funds. A separate fund was established for each issue. The Measure G bond proceeds are fully expended.

Series 1995

The first bond issue of $2.125 million was sold in August 1995. The first debt service payment was made in February 1996, and the second in August 1996. This debt service schedule is repeated for the remainder of the series of payments. The debt service is being paid by a tax levied on the tax roll, beginning in the 1995-96 fiscal year. The tax rate levied per $100 of assessed valuation is as follows:

- 1995-96: 1.4 cents
- 1996-97: 1.2 cents
- 1997-98: 1.1 cents
- 1998-99: 1.2 cents
- 1999-00: 1.3 cents
- 2000-01: 1.1 cents
- 2001-02: 1.1 cents
- 2002-03: 1.1 cents
- 2003-04: 0.6 cents
- 2004-05: 0.9 cents
- 2005-06: 0.8 cents
- 2006-07: 0.8 cents
- 2007-08: 0.6 cents
- 2008-09: 0.7 cents
- 2009-10: 0.6 cents
- 2010-11: 0.8 cents
- 2011-12: (Refunded in conjunction with 1997 and 2000 issues)

Any tax proceeds remaining in excess of debt service payments and interest revenue on funds in the debt service fund are designated as a reserve for future year payments.

MEASURE G DEBT SERVICE

Series 1997

A $3.55 million general obligation bond issue was sold in July 1997. The tax rate levied per $100 of assessed valuation is as follows:

- 1997-98: 1.7 cents
- 1998-99: 1.9 cents
- 1999-00: 2.0 cents
- 2000-01: 1.8 cents
- 2001-02: 1.8 cents
- 2002-03: 1.8 cents
- 2003-04: 0.7 cents
- 2004-05: 1.4 cents
- 2005-06: 1.2 cents
- 2006-07: 1.2 cents
- 2007-08: 1.1 cents
- 2008-09: 1.0 cents
- 2009-10: 1.0 cents
- 2010-11: 1.2 cents
- 2011-12: (Refunded in conjunction with 1995 and 2000 issues)

Series 2000

A third bond issue of $2.56 million was sold in August 2000. The tax rate levied per $100 of assessed valuation is as follows:

- 2001-02: 1.2 cents
- 2002-03: 1.2 cents
- 2003-04: 0.8 cents
- 2004-05: 1.0 cents
- 2005-06: 0.9 cents
- 2006-07: 0.8 cents
- 2007-08: 0.8 cents
- 2008-09: 0.7 cents
- 2009-10: 0.7 cents
- 2010-11: 0.8 cents
- 2011-12: (Refunded in conjunction with 1995 and 1997 issues)

Series 2003

The final bond issue of $2.565 million was in March 2003. The tax rate levied per $100 of assessed valuation is as follows:

- 2003-04: 1.1 cents
- 2004-05: 0.8 cents
- 2005-06: 0.7 cents
- 2006-07: 0.8 cents
- 2007-08: 0.6 cents
- 2008-09: 0.6 cents
- 2009-10: 0.6 cents
- 2010-11: 0.7 cents
- 2011-12: 0.7 cents
- 2012-13: 0.7 cents
- 2013-14: 0.7 cents
- 2014-15: 0.6 cents
- 2015-16: 0.6 cents
- 2016-17: 0.6 cents
- 2017-18: 0.5 cents
- 2018-19: 0.6 cents
- 2019-20: 0.5 cents
- 2020-21: 0.5 cents
- 2021-22: (Refunded by 2020 Series)

MEASURE G DEBT SERVICE

Series 2011 (Refunded Series 1995, 1997 and 2000)

- 2011-12: 2.4 cents
- 2012-13: 2.3 cents
- 2013-14: 2.3 cents
- 2014-15: 2.2 cents
- 2015-16: 2.2 cents
- 2016-17: 1.9 cents
- 2017-18: 1.9 cents
- 2018-19: 1.8 cents
- 2019-20: 1.8 cents
- 2020-21: 1.2 cents
- 2021-22: 1.1 cents
- 2022-23: 0.5 cents
- 2023-24: 0.3 cents

Series 2020 (Refunded Series 2003)

- 2021-22: 0.4 cents
- 2022-23: 0.4 cents
- 2023-24: 0.4 cents

The total estimated Measure G Debt Service in 2021-22 is estimated at 0.7 cents per $100 of assessed valuation.

Fund Balance

The revenue in this fund is collected as part of the property tax bill. The Town receives this revenue in December and April. The Debt Service payments are due in August and February.

Due to the timing difference, it is necessary to maintain a fund balance sufficient to make the August payment of the succeeding fiscal year.

TOWN OF SAN ANSELMO
MEASURE G DEBT SERVICE FUNDS
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	813,317	797,613	797,613	675,015
REVENUE				
Revenue	658,403	567,158	567,158	456,588
TOTAL REVENUE	658,403	567,158	567,158	456,588
TOTAL RESOURCES	1,471,720	1,364,771	1,364,771	1,131,603
EXPENDITURES				
TOTAL EXPENDITURES	674,106	689,756	689,756	390,956
Net Increase/(Decrease)	(15,704)	(122,598)	(122,598)	65,632
ENDING BALANCE	797,613	675,015	675,015	740,647
TOTAL BUDGET	1,471,720	1,364,771	1,364,771	1,131,603

TOWN OF SAN ANSELMO
MEASURE G DEBT SERVICE FUNDS
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Measure G	658,304	565,158	565,158	454,588
Interest	99	2,000	2,000	2,000
Bond Proceed	-	-	-	-
TOTAL REVENUE	658,403	567,158	567,158	456,588
EXPENDITURES				
Debt Service: Principal	570,000	610,000	610,000	330,000
Debt Service: Interest	101,856	78,256	78,256	59,456
Bond Administrative Fees	2,250	1,500	1,500	1,500
Refunding Escrow Deposit	-	-	-	-
Cost of Issuance	-	-	-	-
TOTAL EXPENDITURES	674,106	689,756	689,756	390,956

TOWN OF
SAN ANSELMO
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MUNICIPAL LEASE FUND

On February 1, 2008, the Town entered into an agreement with Municipal Asset Management, Inc. (Corporation), to finance the restoration, remodeling, and expansion of the downtown Fire Station, Station 19.

The financing was accomplished by the Corporation entering into a lease with the Town and the corporation leasing back the property under a Lease/Purchase Agreement, under which the Town is obligated to make rental payments to the Corporation.

The term of the lease was fifteen (15) years and the amount financed was $1,701,094. The annual debt service payment was $158,517. These payments were funded with general operating funds. The final payment on the lease was made on February 8, 2023.

TOWN OF SAN ANSELMO
MUNICIPAL LEASE FUND
FISCAL YEAR 2023-2024

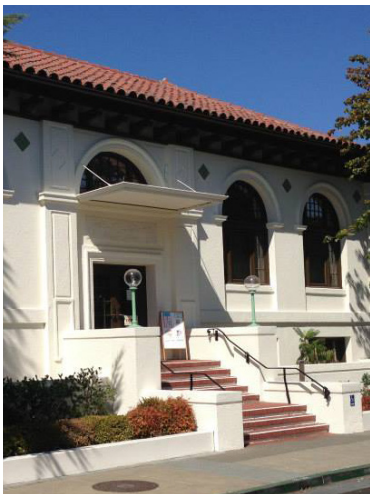
Description	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	-	-	-	-
REVENUE				
Transfers In	158,517	158,517	158,517	-
TOTAL REVENUE & TRANSFERS IN	158,517	158,517	158,517	-
TOTAL RESOURCES	158,517	158,517	158,517	-
EXPENDITURES				
TOTAL EXPENDITURES & TRANSFERS C	158,517	158,517	158,517	-
Net Increase/(Decrease)	-	-	-	-
ENDING BALANCE	-	-	-	-
TOTAL BUDGET	158,517	158,517	158,517	-

TOWN OF SAN ANSELMO
MUNICIPAL LEASE FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE AND TRANSFERS I				
Transfers In	158,517	158,517	158,517	-
TOTAL REVENUE	158,517	158,517	158,517	-
EXPENDITURES				
Lease Payment: Principal	146,312	153,172	153,172	-
Lease Payment: Interest	12,205	5,345	5,345	-
TOTAL EXPENDITURES	158,517	158,517	158,517	-

TOWN OF
SAN ANSELMO
EST. 1907

INTERNAL SERVICE FUNDS



Insurance Fund 169

Building Maintenance Fund 173

Technologies Replacement Fund 177

Vehicle Replacement Fund 181

TOWN OF
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ITEM 3.3 - ATTACHMENT 2

INSURANCE FUND

The Insurance Fund receives and expends funds related to the Town's liability and workers' compensation self-insurance coverage.

Liability Insurance

On July 1, 1996, the Town became a member of the Bay Cities Joint Powers Insurance Authority (Bay Cities), a self-insurance pool that provides liability insurance coverage to twenty agencies in the Bay Area. Each member agency selects a self-insured retention limit. With the transition to Central Marin Police Authority for police services, the Town's self-insured retention has been reduced to $10,000 (from the previous amount of $100,000), below which the agency pays the claim costs. The insurance authority is responsible for costs above the limit, although it purchases excess insurance coverage for costs above $1 million, up to $20 million. A premium for coverage is charged based on the self-insured limit selected, the member agency's claim history and exposure, and the financial standing of the pool. Beginning in 1999-00, Bay Cities coverage includes personnel-related liabilities.

Workers Compensation

Until June 30, 2003, the Town was a member of the Marin County Risk Management Authority (MCRMA), a self-insurance pool for workers' compensation coverage. Called an "account pool," this self-insurance program maintained separate accounts for each pool member. Losses and expenses were paid from the member's pool account, up to the self-insured retention limit.

Effective July 1, 2003, the MCRMA group transferred to the Bay Cities Joint Powers Insurance Authority (Bay Cities), as the MCRMA Program Administrator retired. The Town's self-insured retention in the Bay Cities Workers Compensation pool is $150,000. Costs more than this limit are paid by the Authority, although it purchases excess insurance coverage from a commercial insurance agency.

Annually, Bay Cities evaluates the financial risk position of each member and establishes an annual assessment based on outstanding claims and claim history.

ITEM 3.3 - ATTACHMENT 2

TOWN OF SAN ANSELMO
INSURANCE FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	73,848	405,168	405,168	447,757
REVENUE				
Revenue	650,000	600,000	700,000	750,000
TOTAL REVENUE AND TRANSFERS IN	650,000	600,000	700,000	750,000
TOTAL RESOURCES	723,848	1,005,168	1,105,168	1,197,757
EXPENDITURES				
TOTAL EXPENDITURES	318,680	720,946	657,411	845,206
Net Increase/(Decrease)	331,320	(120,946)	42,589	(95,206)
ENDING BALANCE	405,168	284,222	447,757	352,552
TOTAL BUDGET	723,848	1,005,168	1,105,168	1,197,757

TOWN OF SAN ANSELMO
INSURANCE FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Internal Service Charges	-	600,000	600,000	750,000
Transfers In	650,000	-	100,000	-
TOTAL REVENUE	650,000	600,000	700,000	750,000
EXPENDITURES				
Employee Assist.Program Premiums	1,319	1,600	1,600	1,600
Cyber Program	-	-	-	19,730
Flood Insur.Premiums	-	20,313	37,088	21,329
Liability Insur. Premiums	224,803	377,637	380,469	452,927
Liability Insur. Claims	16,040	32,000	20,000	30,000
Workers Comp.Insur.Premiums	123,588	157,146	156,504	187,370
Workers Comp. Insur. Claims	(48,658)	112,250	60,000	112,250
State Unempolyment Insurance	1,588	20,000	1,750	20,000
TOTAL EXPENDITURES	318,680	720,946	657,411	845,206

TOWN OF
SAN ANSELMO
EST. 1907

ITEM 3.3 - ATTACHMENT 2

BUILDING MAINTENANCE FUND

The Building Maintenance Fund is to account for the costs of operation of the Town's maintenance and repair of the Town's building and accumulate funding for major improvements down the road.

Staff will continue to evaluate the fund and other operating activities that relate to building maintenance, such as custodial services, routine preventative maintenance, and repairs for municipal buildings and facilities, as well as restrooms and structures at Town parks. The goal is to develop a program that provides routine custodial services, preventative maintenance, and capital improvement at the Town facilities to ensure a clean, safe, well-maintained, and accessible environment for use by the community and Town employees.

ITEM 3.3 - ATTACHMENT 2

TOWN OF SAN ANSELMO
BUILDING MAINTENANCE FUND
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	-	116,035	116,035	335,455
REVENUE				
Revenue	-	319,420	419,420	364,050
Transfers In	200,000	-	100,000	-
TOTAL REVENUE AND TRANSFERS I	200,000	319,420	519,420	364,050
TOTAL RESOURCES	200,000	435,455	635,455	699,505
EXPENDITURES				
TOTAL EXPENDITURES	83,965	300,000	300,000	350,000
Net Increase/(Decrease)	116,035	19,420	219,420	14,050
ENDING BALANCE	116,035	135,455	335,455	349,505
TOTAL BUDGET	200,000	435,455	635,455	699,505

TOWN OF SAN ANSELMO
BUILDING MAINTENANCE FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

Description	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Internal Service Charge	-	319,420	319,420	364,050
Misc Revenue	-	-	-	-
Transfers In	200,000	-	100,000	-
TOTAL REVENUE	200,000	319,420	419,420	364,050
EXPENDITURES				
Public Works Capital Outlay	83,965	300,000	300,000	350,000
TOTAL EXPENDITURES	83,965	300,000	300,000	350,000

TOWN OF
SAN ANSELMO
EST. 1907

TECHNOLOGIES REPLACEMENT FUND

The Technologies Replacement Fund accounts for the costs of operating and maintaining the Town's network system, which includes computer hardware, telecommunication systems, connectivity to the internet, and software systems.

Costs are billed to the consuming departments at a rate that includes operation and maintenance, and an amount necessary to provide for replacement of computers or other technology needs. Activities of the fund also cover cybersecurity, technology disaster recovery, and various data retention needs. Staff will continue to evaluate the fund and other operating activities related to technology and move such activities and funding to the Technologies Replacement Fund in the future.

TOWN OF SAN ANSELMO
TECHNOLOGY REPLACEMENT FUND
FISCAL YEAR 2023-2024

Description	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	-	108,923	108,923	25,304
REVENUE				
Revenue	-	225,660	316,381	219,325
TOTAL REVENUE AND TRSF IN	190,000	225,660	316,381	219,325
TOTAL RESOURCES	190,000	334,583	425,304	244,629
EXPENDITURES				
TOTAL EXPENDITURES	81,077	400,000	400,000	185,000
Net Increase/(Decrease)	-	(174,340)	(83,619)	34,325
ENDING BALANCE	108,923	(65,417)	25,304	59,629
TOTAL BUDGET	190,000	334,583	425,304	244,629

TOWN OF SAN ANSELMO
TECHNOLOGY REPLACEMENT FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

Description	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Internal Service Charge	-	175,660	191,381	219,325
Misc Revenue	-	50,000	-	-
Transfers In - Equipment Fund	90,000	-	-	-
Transfers In - GF	100,000	-	125,000	-
TOTAL REVENUE	190,000	225,660	316,381	219,325
EXPENDITURES				
Computer Hardware/Software	81,077	400,000	400,000	185,000
TOTAL EXPENDITURES	81,077	400,000	400,000	185,000

TOWN OF
SAN ANSELMO
EST. 1907

VEHICLE REPLACEMENT FUND

The Vehicle Replacement Fund accounts for the costs of operating and maintaining the Town's vehicle program.

During the fiscal year 2020-21, the Town updated its vehicle inventory list and developed a replacement strategy. Historically, vehicle replacement, repair, or lease expenses have been budgeted in the Equipment Fund or run through the Public Works Department operating cost. The Town proposes charging user departments $100,000 from the General fund for the FY2023-24 budget year. Any unused funding will stay within the fund and build up the reserve for future needs.

Staff will continue to look for opportunities to use alternative fuel vehicles or other opportunities to reduce air pollution.

TOWN OF SAN ANSELMO
VEHICLE REPLACEMENT FUND
FISCAL YEAR 2023-2024

Description	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
BEGINNING BALANCE	-	145,000	145,000	170,000
REVENUE				
Revenue	145,000.00	100,000	100,000	100,000
TOTAL REVENUE AND TRANSFERS IN	145,000.00	100,000	100,000	100,000
TOTAL RESOURCES	145,000.00	245,000	245,000	270,000
EXPENDITURES				
TOTAL EXPENDITURES	-	75,000	75,000	125,000
Net Increase/(Decrease)	145,000	25,000	25,000	(25,000)
ENDING BALANCE	145,000	170,000	170,000	145,000
TOTAL BUDGET	145,000	245,000	245,000	270,000

TOWN OF SAN ANSELMO
VEHICLE REPLACEMENT FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Internal Service Charge	-	-	-	-
Transfers In - Equipment Fund	45,000	-	-	-
Transfers In - GF	100,000	100,000	100,000	100,000
TOTAL REVENUE	145,000	100,000	100,000	100,000
EXPENDITURES				
Public Works Vehicle Replacement	-	75,000	75,000	125,000
TOTAL EXPENDITURES	-	75,000	75,000	125,000

TOWN OF
SAN ANSELMO
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TOWN OF SAN ANSELMO

DEPARTMENT OF PUBLIC WORKS

Capital Projects Budget Summary FY 2023-2024

DESCRIPTION		
Funding Source	**Funding Type**	**23-24 Funding**
Active Transportation (PW055)		**161,913**
Measure J Sales Tax	Measure J Sales Tax Fund	161,913
Bridge Avenue Bridge (PW052)		**24,000**
State of California	Grant fund	50,000
Measure J Sales Tax	Measure J Sales Tax Fund	24,000
Bridge Preventive Maintenance Program (PW037)		**60,000**
State of California	Grant fund	60,000
Building Bridge #2 Site		**323,827**
Measure J Sales Tax	Measure J Sales Tax Fund	323,827
Center Ave Bridge (PW025)		**74,000**
State of California	Grant fund	50,000
Measure J Sales Tax	Measure J Sales Tax Fund	24,000
CMP Replacement		**45,000**
Town Funding	Road Maintenance Fund	45,000
Electric Vehicle Instructure/EV Vehicle		**70,000**
Measure J Sales Tax	Measure J Sales Tax Fund	70,000
Fire Department Station 19 Repairs		**50,000**
Measure J Sales Tax	Measure J Sales Tax Fund	50,000
Isabel Cook Community Center Repair/Repainting		**135,000**
Measure J Sales Tax	Measure J Sales Tax Fund	135,000
Madrone Ave Bridge (PW018)		**74,000**
State of California	Grant fund	50,000
Measure J Sales Tax	Measure J Sales Tax Fund	24,000
Nokomis Ave Bridge (PW017)		**50,000**
Measure J Sales Tax	Measure J Sales Tax Fund	24,000
State of California	Grant fund	50,000

Memorial Park Renovations			**175,000**
Measure J Sales Tax	Measure J Sales Tax Fund		175,000
Memorial Park Parking Lot			**62,974**
Measure D Sales Tax	Measure D Sales Tax Fund		675,126
Measure J Sales Tax	Measure J Sales Tax Fund		62,974
Millennium Playground Remodel			**50,000**
Measure J Sales Tax	Measure J Sales Tax Fund		50,000
Miscellaneous ADA			**15,000**
Town Funding	Road Maintenance Fund		15,000
Miscellaneous Stripping			**10,000**
Town Funding	Road Maintenance Fund		10,000
Multimodal Design			**100,000**
Measure J Sales Tax	Measure J Sales Tax Fund		50,000
Town Funding	Road Maintenance Fund		50,000
Project Design and Inspection - N/A			**150,000**
Measure J Sales Tax	Measure J Sales Tax Fund		150,000
Project Management - N/A			**420,971**
Measure J Sales Tax	Measure J Sales Tax Fund		193,880
Town Funding	Road Maintenance Fund		227,091
Resilient Hub			**353,357**
Measure J Sales Tax	Measure J Sales Tax Fund		353,357
Robson ADA Access (PW090)			**50,000**
Measure J Sales Tax	Measure J Sales Tax Fund		50,000
Robson Interior Restroom (PW090)			**70,000**
Measure J Sales Tax	Measure J Sales Tax Fund		50,000
Town Funding	Robson House Fund		20,000
Robson Carriage House Removal			**125,000**
Measure J Sales Tax	Measure J Sales Tax Fund		125,000
Robson Outdoor Restroom			**65,000**
Measure J Sales Tax	Measure J Sales Tax Fund		65,000
Slurry & Crack Seal, Digouts - N/A			**17,011**
Town Funding	Road Maintenance Fund		17,011
Stormwater Regulations			**100,000**
Town Funding	Road Maintenance Fund		100,000
Street Paving (PW)			**305,328**
State of California	Grant fund		305,328

Street Paving (PW)			**1,272,656**
Measure J Sales Tax	Measure J Sales Tax Fund		750,366
Town Funding	Road Maintenance Fund		522,290
Trraffic Siganl Controller - N/A			**50,000**
Measure J Sales Tax	Measure J Sales Tax Fund		50,000
Town Funding	Road Maintenance Fund		50,000
Unprogrammed Resurfacing - N/A			**200,000**
Measure J Sales Tax	Measure J Sales Tax Fund		50,000
Town Funding	Road Maintenance Fund		150,000
Unprogramed Drainage/Flood Control (N/A)			**150,000**
Measure J Sales Tax	Measure J Sales Tax Fund		150,000
Town Funding	Road Maintenance Fund		50,000
Vista Room Improvements			**30,000**
Measure J Sales Tax	Measure J Sales Tax Fund		30,000
Water Well Development and Groundwater Monitoring			**30,000**
Measure J Sales Tax	Measure J Sales Tax Fund		30,000
Grand Total			**5,719,163**
Grant Fund			565,328
Measure D Sales Tax			675,126
Measure J Sales Tax			3,222,317
Road Maintenance Fund			1,236,392
Robson House Fund			20,000

TOWN OF SAN ANSELMO

SALARY SCHEDULE - July 1, 2023

Classification Title		
	Low	High
Accounting-Benefits Technician	79,896	97,152
Administrative Services Assistant I	57,971	70,478
Administrative Services Assistant II	63,132	76,716
Administrative/Permit Services Technician	71,828	87,300
Assistant Civil Engineer	87,062	105,830
Assistant Planner	81,265	98,775
Associate Planner	89,412	108,662
Assistant Public Works Director	126,447	155,244
Building Inspector	93,005	113,056
Building Official	126,447	155,244
Child Care Instructor	43,981	53,444
Community Engagement Coordinator	86,198	105,828
Community Services Director	126,447	155,244
Finance & Administrative Services Director	151,430	185,916
Lead Library Assistant	58,447	71,047
Librarian I	69,864	84,931
Librarian II	78,234	95,069
Library Assistant	54,358	66,058
Library Technician	61,968	75,322
Maintenance Supervisor	83,196	101,112
Maintenance Worker I	58,349	70,951
Maintenance Worker II	64,260	78,089
Planning Director	144,461	177,360
Planning Technician	73,716	89,616
Project Coordinator	81,265	98,775
Public Works Director	163,237	200,412
Public Works Manager	109,323	134,220
Recreation Coordinator I	57,971	70,478
Recreation Coordinator II	63,132	76,716
Recreation Program Leader	48,372	58,791
Recreation Supervisor	75,786	92,131
Senior Accountant / Financial Supervisor	97,477	119,676
Senior Civil Engineer	109,323	134,220
Senior Maintenance Worker	69,340	84,288
Senior Planner	98,365	119,555
Town Clerk/Municipal Information Officer	97,477	119,676
Town Librarian	126,447	155,244
Town Manager		233,724

From: kgundry@verizon.net
To: Town Council
Subject: Comments on Town Council agenda items 3.2 and 3.3, 6/13/2023
Date: Tuesday, June 13, 2023 1:55:19 PM

CAUTION: External Sender

Hello Councilmembers. I want to express my support for the creation of the Active Transportation Fund Description (item 3.2 on tonight's agenda), and the fund expenditure guidelines. Active transportation is an important component of our Climate Action Plan. Improving safety for cyclists of all ages and abilities will help residents make the choice to get out of their cars.

I also want to comment on Agenda item 3.3, Preliminary Proposed 2023-2024 Budget and Work Plan. I am happy to see several climate mitigation and adaptation projects in the proposed Measure J budget, including the Resilience Hub, Active Transportation, and municipal electric vehicles. It is a bit dismaying to see that about half of the funds are planned for street paving. I recognize that we need good streets for all of our vehicles (EVs and gas-powered alike), and that residents have identified street maintenance as a priority. But, I would like to see the Town consider all planned expenditures in light of our declared climate emergency.

Earlier this year, a National Academy of Sciences report projected global warming will reach 1.5 degrees Celsius (2.7 Fahrenheit) above pre-industrial averages in the early 2030s. Some reports indicate that weather fluctuations could cause temperatures to rise to that level as early as 2027. Clearly the insurance industry is paying attention, with State Farm Insurance indicating that it will no longer sell California home insurance policies because of "rapidly growing catastrophe exposure." San Anselmo has modeled good climate action in the past, and other Towns have followed our lead. This is the reason to put a priority on continuing to make investments in climate action.

Thanks for considering my comments, and thanks for all you do every day.

Kathleen Gundry

70 Barber Avenue

PROPOSED 2023-2024 GENERAL FUND BUDGET & CAPITAL PROJECTS

June 13, 2023

THANK YOU!

- Thank you to my fellow department heads and all the San Anselmo team for their time and effort in pulling the budget together.
- To the Finance & Admin team who helped compile the document.
- To IFMC for their time reviewing and thoughtful feedback at their June 8, 2023 meeting.

AGENDA

- 2022-2023 General Fund Review
- 2023-2024 Proposed Budget
- General Fund Budget Features
- Capital Programs
- Conclusion

2022-2023 GENERAL FUND

Description	Amount
Beginning Fund Balance	$7,501,148
Est. Revenue & Transfers In	$20,548,250
Expenditures & Transfers Out	$20,000,577
Operating Surplus (Deficit)	$547,674
Staff Recommended Transfers (already included in Expenditures & Transfers Out)	
Building Maintenance - $100,000	Technology Fund - $75,000
Insurance Fund - $100,000	
Emergency Project Fund - $200,000	
Special Events - $50,000	
Downtown Revitalization - $15,000	

PROPOSED BUDGET

- Maintain core services
  - Town Council
  - Finance & Administration
  - Legal
  - Planning
  - Engineering & Inspection
  - Street & Park Maintenance
  - Library
  - Recreation
  - Climate Action Fund

PROPOSED BUDGET

- Requests for new positions
  - Planning Department – Assistant Planner
  - No new service enhancements have been included in this year's proposed budget.

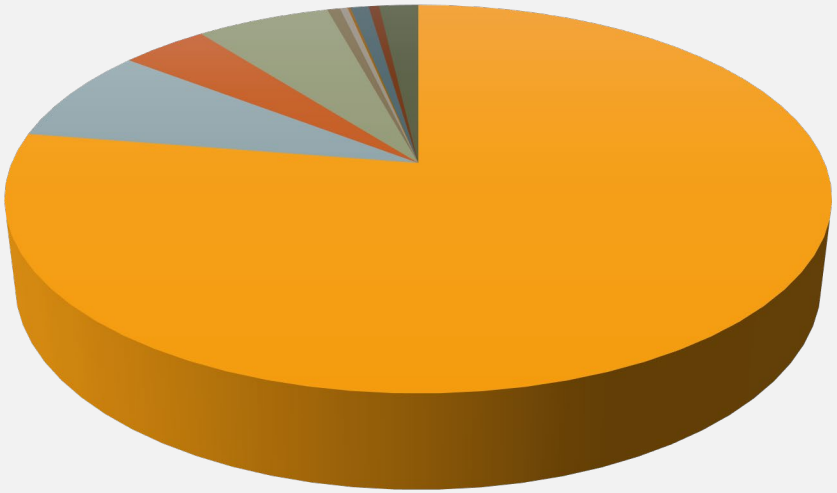
GENERAL FUND REVENUE HIGHLIGHTS

- Projected Revenue = $20,943,625(4.50% increase, $902,280)
  - Property Taxes
  - Sales Tax (1%)

- Other Sources based on historical averages
  - Franchise Taxes
  - Permits
  - Fees for Service

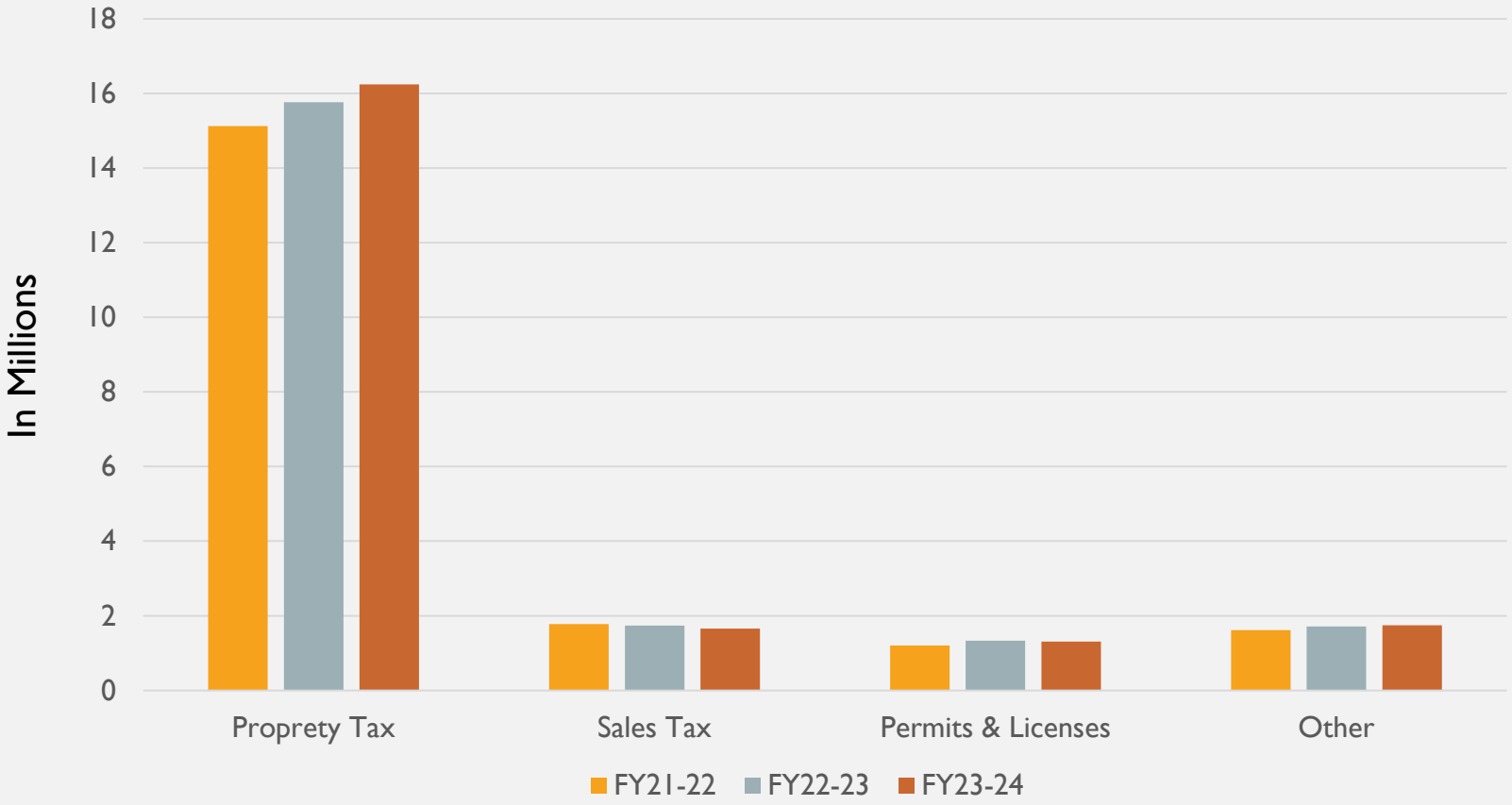
- Transfers In – Gas Tax & Recreation Department portion of Pension Trust deposit

GENERAL FUND REVENUE



- Property Taxes - 77.55%
- Sales Taxes - 7.90%
- Franchise Taxes - 4.05%
- Permits and Licenses - 6.25%
- Fines - 0.60%
- Use of Money and Property - 0.36%
- State Revenue - 0.13%
- Fees for Service - 0.85%
- Miscellaneous Revenue - 0.49%
- Transfers In - 1.83%

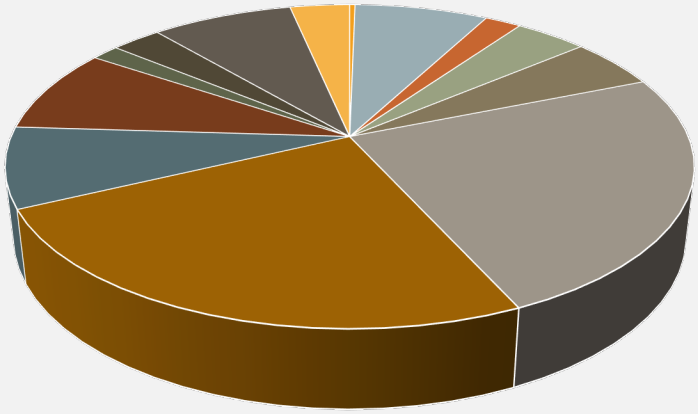
GENERAL FUND REVENUES



GENERAL FUND EXPENDITURE HIGHLIGHTS

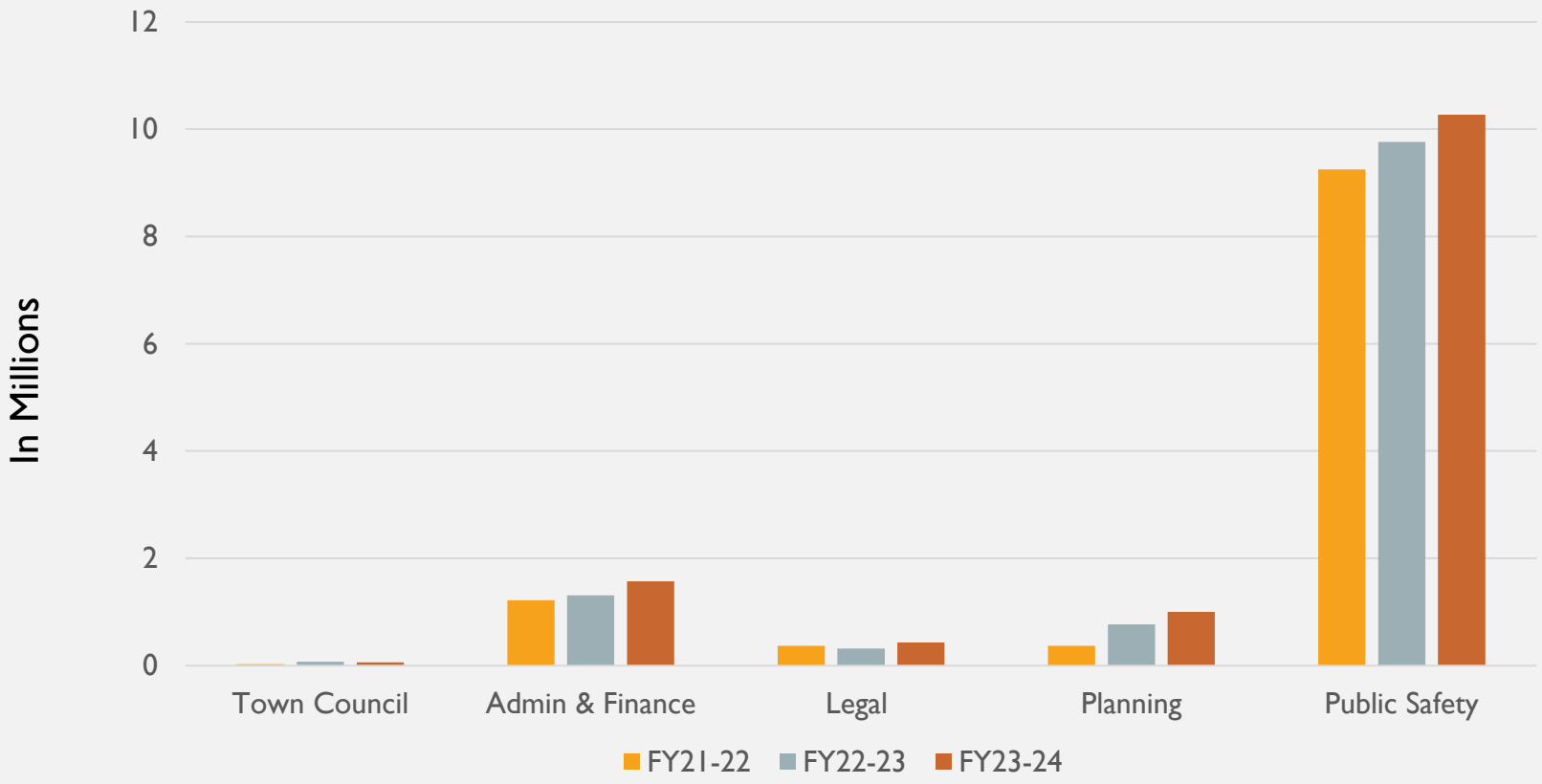
- Proposed Expenditures including transfers -$20,943,625 (4.50%, $902,280 increase from revised budget)
- Includes cost of living and other compensation adjustments per the MOU
- JPA contract increases for Police and Fire services (CMPA & RVFD)
- Internal Service Fund Charges – Building Maintenance, Information Technology, and Insurance Fund

GENERAL FUND EXPENDITURES

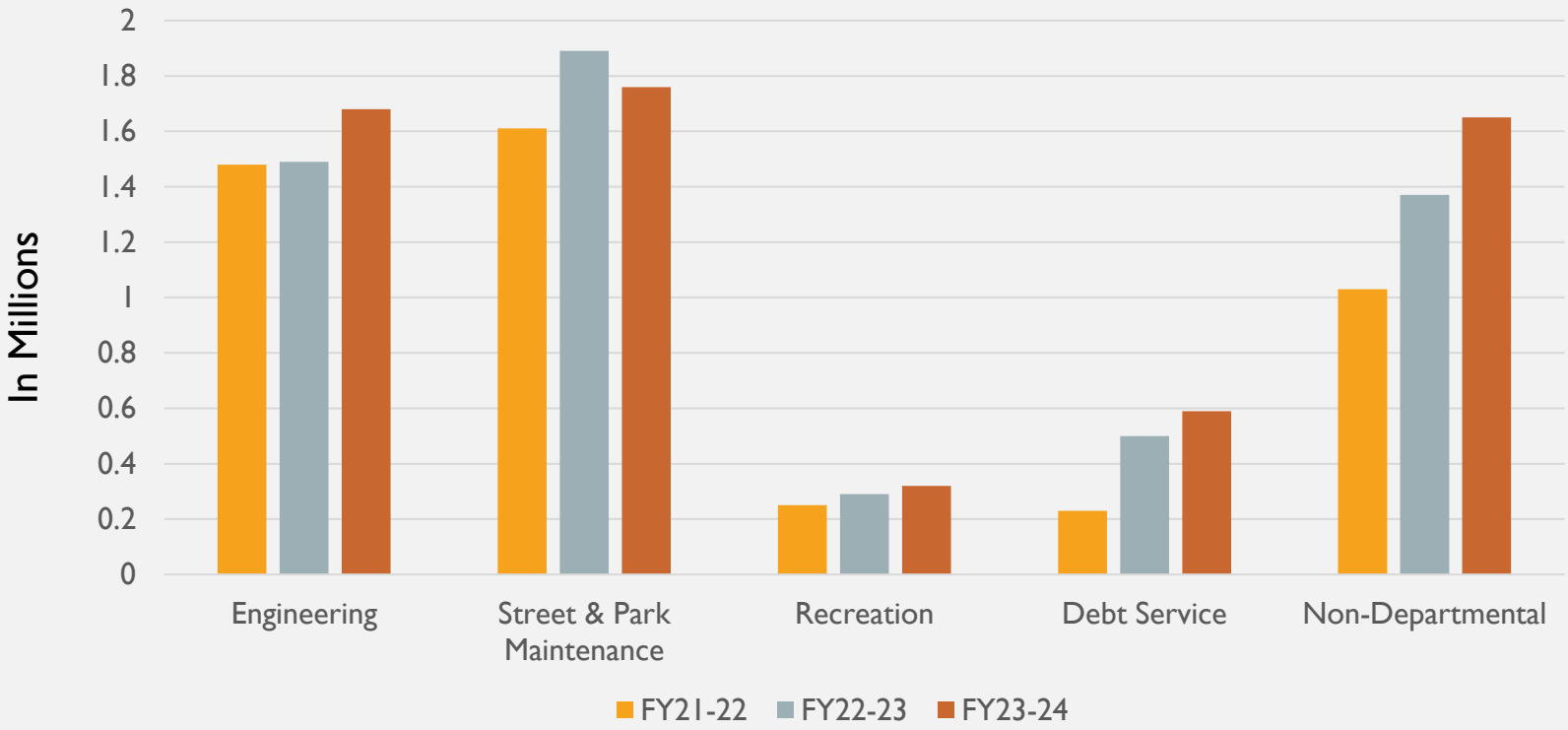


- Town Council - 0.30%
- Admin & Finance - 7.48%
- Legal Services - 2.03%
- Library - 4.05%
- Planning - 5.03%
- Fire - 24.30%
- Police - 24.75%
- Engineering - 8.04%
- Street & Parks Maint - 8.41%
- Recreation - 1.56%
- Debt Service - 2.81%
- Non-Departmental - 7.90%
- Transfers Out - 3.34%

GENERAL FUND EXPENDITURES



GENERAL FUND EXPENDITURES



2023-24 PROPOSED GENERAL FUND BALANCE

Description	Amount
Estimated Beginning Fund Balance	$8,048,821
Revenue & Transfers In	$20,943,625
Expenditures & Transfers Out	$20,943,625
Operating Surplus (Deficit)	$-
Estimated Ending Fund Balance	$8,048,821
Restricted/Assigned Fund Balance	$1,273,158
Estimated Unassigned Fund Balance	$6,775,663

BUDGET FEATURES

- Budget allows for the implementation of work plan priorities and more
  - Hiring a new planner
  - Outside Services – Fee study and Town compensation study, funding a portion of Robson House front lawn project (remaining would come from GF reserves), for design/studies of projects, update to General Plan, unprogrammed contingency
  - Training for employee development
  - Ability to upgrade dated technologies (ex. Server)
  - Handle the increase in Insurance Costs
  - General Fund funding of Special Events Fund and Downtown Revitalization Fund
  - To begin building reserves for internal service funds (deferred maintenance costs)

BUDGET FEATURES (CONT'D)

- Budget allows for the implementation of work plan priorities and more
  - General Maintenance of Town Parks and Medians
  - Recreation Facilities Upgrade
  - Recreation Department Reorganization

CAPITAL PROGRAMS

Department	2022-23 Revised Budget	2023-24 Proposed Budget	Increase or (Decrease)	% Change
Measure D Sales Tax	$2,073,935	$675,126	(1,398,809)	(67.45%)
Measure J Sales Tax	$0	$3,222,317	3,222,317	100.00%
Road Maintenance	$1,324,864	$1,236,392	(88,472)	(6.68%)
Emergency Projects	$0	$2,917,225	2,917,225	100.00%
Total	$3,398,799	$8,051,060	4,652,261	

MEASURE D

TOWN OF SAN ANSELMO
MEASURE D SALES TAX FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Measure D Sales Tax	1,337,038	1,210,000	970,000	-
TOTAL REVENUE	1,337,038	1,210,000	970,000	-
EXPENDITURES				
Arterial Median Work	-	-	19,455	-
Bolinas Ave Paving	290,222	-	-	-
Bridge Prevention Maintenance Prg	12,894	-	845	-
Corp Yard Paving	-	40,000	-	-
Madrone Ave Bridge	3,806	-	570	-
Project Design and Inspection	-	100,000	8,672	-
Project Management	105,604	189,018	188,025	-
Robson ADA Bathroom	-	50,000	-	-
Park Improvement	-	-	208,394	-
Memorial Park Parking Lot	-	689,215	-	675,126
Street Paving	1,068	455,702	185,636	-
Street Paving Additional				
Slurry & Crack Seal, Digouts	455,060	300,000	511,841	-
Traffic Signal Controller	-	50,000	-	-
TAM Sidewalks	7,996	-	-	-
Unprogrammed Drainage	36,611	100,000	198,311	-
Unprogrammed Resurfacing	132,334	100,000	47,060	-
TOTAL EXPENDITURES	1,075,205	2,073,935	1,368,809	675,126

MEASURE J

TOWN OF SAN ANSELMO
MEASURE J SALES TAX FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Measure J Sales Tax	-	670,000	670,000	2,568,266
TOTAL REVENUE	-	670,000	670,000	2,568,266
EXPENDITURES				
ADA Access at Robson House	-	-	-	50,000
Active Transportation	-	-	-	161,913
Bridge Ave Bridge	-	-	-	24,000
Building Bridge #2 Site	-	-	-	323,827
Center Boulevard Bridge	-	-	-	24,000
Electric Vehicle Infrastructure/EV Vehicles	-	-	-	70,000
Fire Department Station 19 Repairs	-	-	-	50,000
Isabel Cook Community Center Repaiting	-	-	-	135,000
Madrone Ave Bridge	-	-	-	24,000
Memorial Park Parking Lot	-	-	-	62,974
Memorial Park Renovations	-	-	-	175,000
Millennium Playground Remodel	-	-	-	50,000
Multimodal Design				50,000
Nokomis Ave Bridge	-	-	-	24,000
Project Design and Inspection	-	-	-	150,000
Project Management	-	-	-	193,880
Resilient Hub	-	-	-	353,357
Robson House Interior Restroom	-	-	-	50,000
Robson Carriage House Removal	-	-	-	125,000
Robson Harrington Outdoor Restroom	-	-	-	65,000
Street Paving	-	-	-	750,366
Street Paving Additional	-	-	-	-
Traffic Signal Controller	-	-	-	50,000
Unprogrammed Drainage	-	-	-	150,000
Unprogrammed Resurfacing	-	-	-	50,000
Vista Room Improvements	-	-	-	30,000
Water Well Development and Groundwater	-	-	-	30,000
TOTAL EXPENDITURES	-	-	-	3,222,317

ROAD MAINTENANCE

TOWN OF SAN ANSELMO
ROAD MAINTENANCE FUND
REVENUE AND EXPENDITURE SUMMARY
FISCAL YEAR 2023-2024

	2021-2022	2022-2023		2023-2024
	Actual	Rev Budget	Est. Actual	Budget
REVENUE				
Interest Income	353	1,000	800	1,000
Road Impact Fees: Construction	413,350	420,000	430,000	375,000
Road Impact Fees: Grbg Trucks	84,000	84,000	84,000	84,000
Reimbursement	-	-		223,475
TOTAL REVENUE	497,703	505,000	514,800	683,475
TRANSFERS IN				
from General Fund	400,000	450,000	450,000	450,000
from SB1	254,728	280,987	277,089	309,583
TRANSFERS IN	654,728	730,987	727,089	759,583
TOTAL REVENUE & TRSF IN	1,152,431	1,235,987	1,241,889	1,443,058
EXPENDITURES				
Alderny ADA Ramps	-	10,000	10,000	-
Bike Spine	35,742	-	-	-
CMP Replacement	-	45,000	-	45,000
HAWK Pedestrian Signal	-	-	-	-
Hub Study	34,553	-	5,549	-
Low Impact Development	4,738	-	-	-
Median Improvement	-	10,000	-	-
Salaries and Benefits	197,748	216,310	160,000	227,091
Miscellaneous Striping	-	-	-	10,000
Multimodal Design				50,000
SFD Rehab - Hub to Bolinas Ave	214,684	-	-	-
Street Paving	417,907	683,554	781,896	315,826
Street Paving Additional				206,464
Stormwater regulations	-	100,000	-	100,000
Other ADA	-	10,000	-	15,000
Slurry Seal	-	-	-	17,011
Traffic Signal Controller	-	50,000	-	50,000
Unprogrammed Drainage	-	-	-	50,000
Unprogrammed Resurfacing	325,847	200,000	300,000	150,000
TOTAL EXPENDITURES	1,231,219	1,324,864	1,247,445	1,236,392

RECOMMENDATION

- Town Council consider approving the resolution amending the 2022-23 fiscal year budget to include the transfers presented at the beginning of the presentation.
- Town Council provides feedback or direction to staff on the fiscal year 2023-24 budget. Any changes will be incorporated and brought forth to the June 27, 2023 meeting for the budget adoption.

CONCLUSION

- Questions or Comments?

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 3.4

MEETING DATE: June 13, 2023

AGENDA TITLE: Update on Rent Stabilization and Eviction Protection Efforts in Marin County

FROM: Administration, Planning, Legal

RECOMMENDATION

That the Council receive an update on rent stabilization and eviction protection efforts in Fairfax and Larkspur and provide direction to staff

BACKGROUND

In the spring of 2022, the Town Council requested that staff return to a future Town Council meeting to report-out on the Town of Fairfax's rent stabilization and eviction protection discussions, process and programs. The process for the Town of Fairfax culminated in the approval of two ordinances in November of 2022 (Attachments 1 and 2). Details regarding this process and its outcomes are detailed below.

During the summer of 2022, based on requests from a local tenants association, the City of Larkspur began discussions regarding rent control. A draft rent stabilization ordinance along with discussions regarding tenant protections were presented to the Larkspur City Council on May 8,2023. The staff report and draft ordinance from this public hearing can be seen in Attachment 3. The Larkspur City Council held a second public hearing on May 22, 2023 that included sample ordinance from other jurisdictions. These can be seen on Attachment 4. Details regarding the Larkspur process and its outcomes are detailed below.

In this report, staff intends to provide the following:

1. *The landscape of current state laws related to rent stabilization and eviction protections.*
2. *Updates on rent stabilization and eviction protection discussions, processes and decisions in the Town of Fairfax and the City of Larkspur.*
3. *The number of living units potentially impacted by rent stabilization and eviction protection efforts in San Anselmo.*

DISCUSSION/ANALYSIS

When discussing local rent stabilization and eviction protection options in San Anselmo, it is important to understand what is currently in place at the State level:

State of California Tenant Protection Law Summary

State law governs certain tenant protections and places limitations on local rent control and tenant protection ordinances. Two main laws govern rent control, described in more detail below.

1. Tenant Protection Act (AB 1482): The Tenant Protection Act of 2019 imposes State-wide rent control for properties that are least 15 years old; contain at least 2 units; and were not already subject to a local rent control ordinance. Exemptions include condominiums, single-family homes, and structures with two units one of which is owner-occupied.

Annual rent increases are capped at 5% plus local inflation (tied to the Consumer Price Index) or 10%, whichever is lower, for properties that are at least 15 years old. Within the cap, a landlord may increase rent twice per year. There are no limitations placed on initial base rents upon a change in tenant, and the landlord may set the new rent at market-rate.

In addition, the Tenant Protection Act requires landlords to show "just cause" (e.g., failure to pay rent or explicit lease violation) prior to evicting a tenant that has resided on the property for at least one year. Tenants must be given the opportunity to cure prior to eviction. A landlord may evict a tenant for limited "no-fault" reasons including: 1) if the landlord or family intends to occupy the unit; 2) the landlord is withdrawing the unit from the rental market; 3) a government or court requires the property be vacated; or 4) the landlord intends to demolish or substantially remodel the property.

The rules in the Tenant Protection Act are not governed by any State or local authority, but rather are enforced through private litigation. Municipalities may continue to adopt local rent control ordinances at any level for properties constructed prior to 1995, consistent with the Costa Hawkins Act (below). Local jurisdictions may also adopt rent control that results in lower annual rent increases than the 5% + CPI/10% maximum in the Tenant Protection Act.

2. Costa-Hawkins: The Costa-Hawkins Rental Housing Act of 1995 (Civil Code, §§ 1954 *et seq*.) prohibits local rent control on units built after 1995. Separately alienable units, such as condominiums and single-family dwellings, are exempt. Local rent control may be imposed on units constructed before 1995.
In addition, Costa Hawkins generally requires that a landlord have the ability to reset the rental rate on a rent-controlled unit when it becomes vacant or when the rent-controlled tenant no longer permanently resides at the unit (i.e., has a subtenant).

3. Summary. Taken together, the following guidelines apply regarding local rent control ordinances:

- *No rent control allowed on buildings newer than 15 years, on a rolling basis.*
- *Rent control for pre-1995 buildings may be set at any amount.*
- *Rent control that results in lower rental increases than 5%+CPI/10% for buildings at least 15 years allowed is allowed.*
- *Condominiums, single-family homes, and buildings with two units one of which is owner-occupied, may not be rent-controlled.*
- *Landlord may set base rent at market rate upon change in tenancy.*

Online Resources Concerning Rent Regulation
California Tenants – A Guide To Residential Tenants' and Landlords' Rights and Responsibilities: https://landlordtenant.dre.ca.gov/resources/guidebook/index.html
Summary of AB1482 – Tenant Protection Act:
https://sfrb.org/article/summary-ab-1482-california-tenant-protection-act-2019

Tenants Together Tool Kit for AB1482:
https://actionnetwork.org/user_files/user_files/000/036/428/original/TT_AB_1482_Toolkit.pdf?link_id=1&can_id=3710757622930a4a8ff2ea10f2dd5792&source=email-new-toolkit-know-your-rights-under-ab-1482-rent-cap-eviction-protections&email_referrer=email_658492&email_subject=new-toolkit-know-your-rights-under-ab-1482-rent-cap-eviction-protections
California Apartment Association AB1482 Webpage:
https://caanet.org/topics/ab-1482/

Costa-Hawkins Rental Housing Act:
California Civil Code 1954.50 et seq.

The Ellis Act:
California Government Code 7060. et seq.

The California Tenant Protection Act of 2019 (AB 1482):
Civil Code 1946.2., 1947.12 and 1947.13

Local Rent Stabilization Tenant Protection Efforts
Below are summaries of rent stabilization and eviction protection effort and outcomes in the Town of Fairfax and the City of Larkspur.

Town of Fairfax

At their meeting on March 2, 2022 the Fairfax Town Council received a presentation on rent stabilization from the Marin Democratic Socialist of America. At their meeting on May 4, 2023, the Fairfax Town Council directed staff to ”Direct Town resources to review and draft a rent stabilization ordinance, and direct staff regarding which

recommended option to pursue at this time". At their meeting on September 7, 2022, the Fairfax Town Council held a rent stabilization and just cause eviction forum. At their meeting on September 21, 2023, the Fairfax Town Council introduced ordinances amending Title 5 of Fairfax Town Code Chapter 5.54, Just Cause Evictions, and Chapter 5.55, Mandatory Mediation for Rental Increases, with a Rent Stabilization Program. At a special Town Council meeting held on October 11, 2022, the Fairfax Town Council reintroduced the two ordinances with changes based on comments form the previous discussion.

The Fairfax Town Council adopted two ordinances to create a rent stabilization and just cause eviction program at their November 2, 2022, Town Council meeting. The Town of Fairfax Rent Protection webpage states, "Although these new ordinances are in effect, their provisions will not be implemented until sufficient agreements for support have been approved by the Town Council. Upon approval, the Council will set an implementation date by resolution."

A summary of the Rent Stabilization and Just Cause Evictions Ordinances is below. The full text of the ordinances can be found on Attachment 1 and Attachment 2.

Rent Stabilization:

- The provisions of the Chapter apply to all properties in Fairfax that are hired, rented, or leased to households, including various types of dwelling units.
    - *There are exemptions from the provisions, such as rental units in hotels, certain institutional facilities, government-owned units, units with affordable rent restrictions, and other exemptions listed in the definition of stabilized rental units.*
- The Chapter establishes the stabilization of rents and allows for a reasonable return for landlords. Base rent is determined based on the rent in effect on a specific date, and annual general adjustments to rents are made based on the Consumer Price Index. Petitions can be filed for individual adjustments, and a hearing procedure is outlined.
    - *Beginning on the effective date of the Chapter, no landlord shall charge rent for any Stabilized Rental Unit in the amount greater than the rent effect for that unit on February 2, 2022, except for increases expressly allowable in this Chapter.*
    - *If there was no Rent in effect on February 2, 2022, the Base Rent shall be the Rent that was charged on the first date that Rent was charged following February 2, 2022.*
    - *The Annual General Adjustment shall be equal to 60% of the percentage increase in the Consumer Price Index (All Urban Consumers, San Francisco-Oakland-Hayward region, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics).*

- *In no event shall the Annual General Adjustment be less than 0% nor greater than 5%.*

- The Town Manager or Town Council has the authority and duties to establish base rent, make adjustments in rent increases and decreases, set rents at fair levels, issue orders and regulations, conduct hearings, and collect fees.
- The Town Council can issue rules and regulations to further the purposes of the Chapter, and they must be publicized on the Town's website.
- The Town Manager may publicize the rental housing program to educate residents about their rights and duties as landlords and tenants. A brochure will be prepared and made available to the public, and each tenant should receive a copy from their landlord.
- Landlords are required to pay a rental housing fee, and failure to report or pay the fee may result in withholding of rent by tenants or a complete defense to an unlawful detainer lawsuit.
- Upon receipt of a petition by a Landlord and/or Tenant, the maximum allowable rent of individual stabilized rental units may be adjusted upward or downward.
    - *The Town Manager shall notify the Landlord, if the petition was filed by the Tenant, or the Tenant if the petition was filed by the Landlord and provide a copy of the petition.*
    - *A hearing examiner appointed by the Town Manager shall conduct a hearing to act upon the petition for individual adjustment.*
    - *Any person aggrieved by the decision of the hearing examiner may appeal to the Town Council acting as the Appeal Board.*
    - *A Landlord or Tenant aggrieved by any final action or decision of the Town Council may seek judicial review by appealing to the appropriate court within the jurisdiction. No action or decision by the Town Council shall go into effect until 30 days have expired.*

Just Cause Evictions:

- *This chapter outlines the applicability and exemptions of rental property regulations. It applies to all properties in Fairfax that are rented or leased to households and used for residential purposes. This includes multifamily dwellings, single-room occupancy structures, and residential structures used for non-conforming purposes. However, there are certain exemptions to these regulations.*

    - *Exemptions include rental units in hotels, motels, and inns that are primarily rented to transient guests for less than 30 days unless specific*

conditions apply. Rental units in certain institutions like hospitals, convents, and dormitories owned by accredited educational institutions are also exempt. Additionally, rental units fully owned, operated, and managed by government units or agencies are exempt if federal or state law exempts them from municipal rent stabilization. Rental units subject to legally binding restrictions that limit the rent to an affordable amount are also exempt.

- *The chapter also specifies the grounds on which a landlord can terminate a tenancy. These grounds include failure to pay rent, breach of lease terms, nuisance, refusal to give access to the landlord, temporary vacation for substantial repairs, owner move-in for the landlord or their relatives, and eviction protection for elderly, disabled, or terminally ill tenants. Certain conditions and procedures must be met for each ground of termination.*
    - *A Landlord seeking to recover possession under this section must make relocation payments to the Tenant's household of the Rental Unit. The amount of the relocation benefit shall be equal to two months' Rent, at the rate of Rent applicable at the time of relocation.*
    - *Any Tenant household that, at the time of notice of intent to withdraw the rental unit includes a tenant who is 62 years of age or older, 17 years of age or young, Disabled, or certified as being terminally ill by the Tenant's treating physician shall be entitled to receive an additional payment of $3,000.*

- *If a tenant is displaced from their rental unit for renovation work lasting 30 days or less, the landlord must provide short-term relocation payments to the tenant. The tenant can choose to receive these payments or not, but if they do, they are still obligated to pay the rent in effect when they vacated.*

- *If the displacement lasts longer than originally notified, the landlord must pay additional relocation expenses on a weekly basis.*

- *The landlord must pay specific amounts to the tenant for each day of displacement, including hotel accommodations, meal expenses, laundry, and pet accommodation. These amounts are subject to yearly adjustment based on the CPI increase.*

    - *The Landlord shall pay the Tenant:*
        - *Hotel or Motel accommodations: $168.15 per household*
        - *Meal expenses: $33.85 per occupant*
        - *Laundry: $1.12 per household*
        - *Pet accommodation: $32.73 per cat and $58.69 per dog*

- *If the landlord fails to provide relocation payments, the tenant has the right to pursue a civil action to recover the entitled amount.*

- *The document also covers provisions related to the re-rental of units within certain time periods after withdrawal, extensions of tenancy for elderly or disabled tenants, demolition restrictions, and reporting requirements for landlords and the town manager.*

    - ***Re-Rental of Rental Unit within Two Years** – The Landlord of the Rental Unit shall be liable to any Tenant who was displaced from the Property by that action for treble damages. Any action by a Tenant pursuant to this paragraph shall be brought within three years of the withdrawal of the Rental Unit from Rent or Lease.*
    - *The Town Manager may institute a civil proceeding against any Landlord who has re-offered a Rental Unit for Rent or lease for exemplary damages for the displacement of Tenants. Any action shall be brought within three years of the withdrawal of the Rental Unit.*
    - *Any Landlord who offers a Rental Unit again for Rent or lease shall first offer the unit for Rent or lease to the Tenant displaced.*
    - ***Re-Rental of Rental Unit within Five Years –** The Rental Unit shall be offered and rented or leased at the lawful Rent in effect at the tie any notice of intent to withdraw the Rental Unit is filed with the Town Manager, plus annual adjustments available.*
    - ***Re-Rental of Rental Unit within Ten Years –** A Landlord who offers a Rental Unit again for Rent or lease within 10 years from the date on which it is withdrawn, shall first offer the unit to the Tenant displaced from the unit by the withdrawal if that Tenant requests the offer in writing within 30 days after the Landlord has notified the Town of an intention to offer the Rental Unit again for residential Rent or lease. The Landlord of the Rental Unit shall be liable to any Tenant who was displaced by that action for failure to comply with this paragraph for punitive damages in an amount which does not exceed the contract Rent for six months, and the payment of which shall not be construed to extinguish the Landlord's obligation to comply with this subsection.*

<u>City of Larkspur</u>

During the City of Larkspur's July 20, 2022, City Council meeting public comment period, several speakers representing the Skylark Apartment Tenant's Association asked the Council to consider adopting a rent control ordinance. The City Council created an ad hoc committee at the August 3rd meeting to consider options surrounding rent control and report back as a standing item on future agendas.

The Ad Hoc committee held separate forums for renters and landlords in September and October to gather information.

At the January 11, 2023, City Council meeting there was a workshop to review rent regulation, rental assistance, and eviction protections. After public comment and Council discussion, Council directed the Ad Hoc committees to continue meeting and investigating these topics for continued discussion at a future City Council meeting.
In March 2023, the Council of Larkspur transitioned from exploring the topics to preparing specific terms and regulations. On May 8 and May 22, 2023 the Larkspur City Council held public hearings to discuss rent stabilization and eviction protections.

Below is a summary of the draft ordinances for Rent Stabilization and Eviction Protections that the City of Larkspur is exploring and reviewing (Attachments 3 & 4).

Rent Stabilization

- *The draft ordinance includes provisions for local rent stabilization with a rent increase ceiling (cap), a fair return application process for landlords to appeal the cap, and a final determination by the City Manager or designee.*
    - *City Council voted to approve the cap at 5%+CPI (All Urban Consumers in San Francisco-Oakland-Hayward, CA Area) or 7%, whichever is lower at the May 22nd meeting.*
- *The draft ordinance also outlines the properties that would be exempt from rent stabilization regulations, such as single-family homes, owner-occupied duplexes, and affordable housing with a deed or regulatory restrictions.*
    - *The current draft of the rent stabilization regulations would apply to the same properties as the Tenant Protection Act. In addition, there was consensus among the City Council to exempt Accessory Dwelling Units (ADUS) and junior accessory dwelling units.*

- *Right to fair return application process by which a landlord can appeal to exceed the cap. The process would involve notice to all affected tenants to provide an opportunity for them to comment on the application. The draft ordinance delegates authority to the City Manager and staff to review the application with the use of experts in the economics of rental properties.*

- *The current draft before the City Council states the determination of the City Manager or designee is final and not subject to appeal. If the party is not satisfied with the determination, they would appeal to the courts. Some of the City's Councilmembers expressed a preference for an appeals board at the May 8th meeting. The City Manager recommends using the approach of the City of Fremont, which is to have an appointed board comprised of two landlords, two tenants, and a resident who is neither a landlord nor a tenant.*

- *A rent stabilization fee shall be paid annually by landlords to fund the rent stabilization program. The fee would be to fund the City's cost to implement and enforce the provisions of the ordinance.*

Just Cause Evictions

- *Eviction protections complement rent stabilization by preventing evictions for the purpose of increasing rent. The Tenant Protection Act of 2019 codifies eviction protections into state law.*

- *The Act distinguishes between "At Fault" causes and "No Fault" causes for eviction. "At Fault" reasons include non-payment of rent, lease violations, criminal activity, and other violations. "No Fault" reasons include owner occupancy, withdrawal from the rental market, compliance with orders, and demolition or remodel.*

- *The Act provides relocation assistance equal to one month's rent for no-fault evictions. Local ordinances may specify a dollar amount or a certain number of months' rent for relocation assistance.*
    - *Staff recommended $5,000- or two month's rent, whichever is great.*
    - *City Council showed interest in wanting to establish relocation assistance at three or four months of rent with some sort of minimum.*

- *There was consensus by the City Council to establish a right of return but no agreement on a specific time period was reached.*
    - *Staff is recommending a period of one year for a unit that has been vacated through a no-fault eviction to remain off the market for a specified period.*
    - *Staff believes the right of return would be a sufficient provision if the landlord wants to rent the unit before the specified period ends.*
    - *Staff recommends that the evicted tenant have the right to return at the previously paid rental if the landlord wants to rent the unit before the specified time period ends.*

Potential Impact on San Anselmo

Considering the limitations placed by Costa-Hawkins Act on what type of housing can be considered in local rent control laws, the information below represents an estimate of the number of potential units impacted by additional rent control regulations.

In preparation for this discussion, the following table describes the number of properties with three or more units and four or more units for Council consideration:

Zoning	3 or more Parcels	Units	4 or more Parcels	Units
C-1	6	26	3	17
C-2	1	3	6	54
C-3	7	57	1	16
C-L	2	19	0	0
R-1	23	91	8	42
R-2	6	23	3	14
R-3	68	532	60	505
SPD	4	88	3	85
TOTAL:	**117**	**839**	**84**	**733**

In total, 117 parcels totaling 839 units would be potentially impacted by rent stabilization restrictions for those parcels that have three or more units. For those parcels with four or more units, 84 parcels would be impacted totaling 733 units.

FISCAL IMPACT

This discussion has no fiscal impact to the Town.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

This discussion regarding rent stabilization and eviction protections is not considered a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

ATTACHMENTS

Attachment 1 – Town of Fairfax Rent Stabilization Ordinance
Attachment 2 – Town of Fairfax Just Cause Eviction Ordinance
Attachment 3 - City of Larkspur Rent Stabilization and Eviction Protection staff report and draft Rent Stabilization Ordinance from the May 8, 2023 public hearing
Attachment 4 – City of Larkspur Rent Stabilization and Eviction Protection staff report and draft Rent Stabilization Ordinance with sample ordinances from other jurisdictions from the May 22, 2023 public hearing

ORDINANCE NO. 871

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX AMENDING CHAPTER 5.55 "MANDATORY MEDIATION FOR RENTAL INCREASES" OF TITLE 5 OF THE FAIRFAX TOWN CODE

WHEREAS, more than 1,200 Fairfax households rent their homes, constituting approximately 37% of total Town households, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 24% of Fairfax rental households are low income, which is defined as earning between 51% and 80% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 12% of Fairfax rental households are very low income, which is defined as earning between 30% and 50% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 36% of Fairfax rental households are extremely low income, which is defined as earning between 0% and 30% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 48% of Fairfax renters were estimated to be rent-burdened, which is defined as spending more than 30% of household income on rent, with 28% of renters estimated to be severely rent-burdened, which is defined as spending more than 50% of household income on rent, as identified by the U.S. Census Bureau, 2019: American Community Survey 5-Year Estimates; and

WHEREAS, an estimated 530 renter-occupied lower-income households in Fairfax are spending more than 30% of their annual income on rent, including 335 who are spending more than 50% on rent, as identified in Appendix H-B: Housing Needs Assessment of the Town's Housing Element Update 2015-2023; and

WHEREAS, according to the National Low Income Housing Coalition's "Out of Reach 2021" study, a renter household would need to earn $55.77 an hour to afford an average one-bedroom apartment or $67.69 an hour to afford an average two-bedroom apartment in Fairfax without being rent-burdened, although the average real wage for Marin renters is just $23.23 an hour; and

WHEREAS, according to the Elder Index developed by the Gerontology Institute at the University of Massachusetts Boston, the average Marin senior renter spends $2,695 per month on housing, constituting between 64-68% of their total monthly expenses; and

WHEREAS, 87% of Fairfax householders under the age of 35 are renters, as identified by the U.S. Census Bureau, 2019: American Community Survey 5-Year Estimates; and

WHEREAS, 68% of Fairfax householders who identify as Hispanic or Latino are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, 66% of Fairfax householders who identify their race as something other than white are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, the rising costs of rents are forcing people out of their homes and out of our community; and

WHEREAS, seniors on fixed incomes, young people, people of color, immigrants, and working people of all backgrounds increasingly cannot afford to buy a house in Fairfax or elsewhere in Marin and depend on stable rents in order to live here; and

WHEREAS, stabilizing rents will protect existing affordable housing stock, enabling local residents to live where they work, thereby shortening commutes, improving traffic and air quality, and lowering local carbon emissions; and

WHEREAS, the State Of California's Tenant Protection Act of 2019 establishes an annual allowable rent increase of 5% plus inflation, far exceeding that of all municipal rent stabilization districts in the Bay Area; and

WHEREAS, the Tenant Protection Act of 2019 depends on renters knowing their rights and pursuing legal remediation when those rights are violated; and

WHEREAS, Town staff has identified changes to Chapter 5.55 (Mandatory Mediation for Rental Increases) of the Fairfax Town Code that will streamline and improve the landlord-tenant negotiation process for rental adjustments and provide clarity regarding relocation procedures, landlords' and tenants' rights, and available remedies to all parties; and

WHEREAS, there are an estimated 699 multi-family rental units in Fairfax, constituting approximately 57% of total renter-occupied housing units, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, an estimated 97% of all Fairfax housing units are in structures built before 1995, as identified in Appendix H-B: Housing Needs Assessment of the Town's Housing Element Update 2015-2023.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF FAIRFAX DOES ORDAIN AS FOLLOWS:

SECTION 1. **Recitals.** The recitals above are each incorporated by reference and adopted as findings of the Town Council.

SECTION 2. Chapter 5.55 Amended. Chapter 5.55, "Mandatory Mediation for Rental Increases," is hereby amended in its entirety to read as follows:

"CHAPTER 5.55: RENT STABILIZATION PROGRAM

SECTIONS

5.55.010 Purpose and Intent
5.55.020 Definitions
5.55.030 Applicability
5.55.040 Reserved
5.55.050 Reserved
5.55.060 Reserved
5.55.070 Rent Stabilization
5.55.080 Stabilization of Rents; Right of Reasonable Return for Landlords
5.55.090 No Waiver
5.55.100 Judicial Review
5.55.110 Remedies
5.55.120 Injunctive and Other Civil Relief

5.55.010 PURPOSE AND INTENT.

It is the purpose and intent of this Chapter to increase certainty and fairness in the residential rental market within the Town of Fairfax, in order to promote the health, safety, and general welfare of residents and businesses within the Town. This Chapter only governs disputes between Landlords and Tenants of certain rental Dwelling Units located within the Town of Fairfax.

5.55.020 DEFINITIONS.

APPEALS BOARD. The Town Council of the Town of Fairfax.

DWELLING UNIT. A structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in Civil Code section 1940 and the Fairfax Town Code, Chapter 17.

HOUSING SERVICES. Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, access to exterior doors, entry systems, and gates, utilities (unless separately metered and billed to the Tenant by the utility company since the inception of the tenancy, as provided in the lease), refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants or Tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a

proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.

LANDLORD. An owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

MAXIMUM ALLOWABLE RENT. The Maximum Allowable Rent which may be legally charged on any Stabilized Rental Unit covered by this Chapter.

PROPERTY. All rental units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

RENT. All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment and consideration demanded or paid to the Landlord for parking on or near the Property, utilities, pets, furniture, and subletting.

RENTAL AGREEMENT. An agreement, oral, written or implied, between a Landlord and Tenant for use or occupancy of a Rental Unit and for Housing Services.

RENTAL HOUSING FEE. The fee described in section 5.55.070 of this Chapter.

RENTAL UNIT. Any building, structure, or part thereof, or land appurtenant thereto, or any other rental Property rented or offered for Rent for residential purposes, together with all Housing Services connected with use or occupancy of such Property such as common areas and recreational facilities held out for use by a Tenant, regardless of zoning or permitting status. A room or rooms rented separately from other rooms at the same Property shall constitute a single Rental Unit, even if Tenants share other common spaces or amenities.

STABILIZED RENTAL UNITS. All Rental Units in the Town of Fairfax except those rental units exempt under one or more of the following provisions:

(1) Rental Units in hotels, motels, and inns, which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply (a) to a Tenant who has resided at the Property for more than thirty continuous days (b) a Tenant who has entered into an agreement to lease a Rental Unit for 30 days or more, or (c) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant.

(2) Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California

Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

(3) Rental Units which a government unit, agency or authority fully owns, operates and manages. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units from municipal Rent stabilization.

(4) Rental Units exempt pursuant to the Costa-Hawkins Rental Housing Act (Civil Code sections 1954.50—1954.535). If this subsection (4) is repealed by operation of law, new Rental Units shall be exempt per this subsection only if newly constructed within ten years prior to such repeal. In such case, pursuant to Government Code § 66300(d)(2)(A), all units built on the same parcel where any Stabilized Rental Unit was previously demolished shall not be exempt as new construction.

(5) Private, for profit care homes, assisted care facilities, supportive housing.

(6) Exemptions listed in Section 5.55.030(B) of this Chapter.

TENANT. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

TENANT ORGANIZATION. Any group of Tenants who organize collectively for their shared interest(s) as Tenants, including concerns regarding repairs and maintenance, Rent amounts or Rent increases, evictions, discrimination, or harassment, regardless of whether they share the same Landlord or management company.

TOWN. The Town of Fairfax, California

TOWN MANAGER. The Town Manager of the Town of Fairfax, California or designee.

UTILITY CHARGES. Any charges for gas, electricity, water, hot water, sewer, refuse removal, cable or internet.

5.55.030 APPLICABILITY.

(A) Applicability. Except as provided herein, the provisions of this Chapter shall apply to all properties in Fairfax that are hired, rented, or leased to a household within the meaning of Cal. Civil Code section 1940, including properties that contain any of the following: (1) Dwelling Units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling; (2) Dwelling Units in single room occupancy residential structures; or (3) units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Fairfax Town Code. This definition applies to any dwelling space that is actually

used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

(B) Exemptions. The following Rental Units shall be exempt from the provisions of this Chapter:

(1) Rental Units in hotels, motels, and inns, which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply (a) to a Tenant who has resided at the Property for more than thirty continuous days (b) a Tenant who has entered into an agreement to lease a Rental Unit for 30 days or more, or (c) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant, or (d) a Rental Unit used exclusively as a Short-Term Rental as defined in Fairfax Town Code Section 17.008.020.

(2) Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

(3) Rental Units which a government unit, agency or authority fully owns, operates and manages. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units from municipal Rent stabilization.

(4) Any Dwelling Unit located in a development where the Dwelling Units are subject to legally binding restrictions enforceable against and/or governing such units that limit the Rent to no more than an affordable Rent, as such term is defined in Cal. Health & Safety Code section 50053 and as subsequently amended.

(5) Exemptions listed in the definition of Stabilized Rental Units in this Chapter.

5.55.040 Reserved

5.55.050 Reserved

5.55.060 Reserved

5.55.070 RENT STABILIZATION.

(A) Authority and Duties. The Town Manager or Town Council shall have the following authority and duties under this Chapter:

(1) Establish a Base Rent under section 5.55.080(A).

(2) Make adjustments in the Rent Increase and Decreases in accordance with section 5.55.080.

(3) Set Rents at fair and equitable levels in order to achieve the intent of this Chapter.

(4) Issue orders, rules and regulations, conduct hearings and charge fees as set forth below.

(5) Make such studies, surveys and investigations, conduct such hearings, and obtain such information as is necessary to carry out required duties.

(6) Report annually to the Fairfax Town Council on the status of rental housing covered by this Chapter. This shall include a summary of the numbers of notices served, the basis upon which they were served, the amount of the Rent increases and the addresses for which they were served. A searchable database will be created so that service of notice may be determined as well as the summaries. A Rent increase, termination, or change in terms of tenancy is not valid if not served on the Town Manager.

(7) Administer oaths and affirmations and subpoena witnesses.

(8) Establish rules and regulations for deducting penalties and settling civil claims under section 5.55.110.

(9) Seek authorization from the Town Council to seek injunctive and other civil relief under sections 5.55.110 and 5.55.120.

(10) Charge and collect the Rental Housing Fee, including penalties for late payments.

(11) Make available on a contract basis legal assistance services for low-income residents of Fairfax related to evictions and petitions, hearings and appeals.

(12) Collect and/or receive copies of notices of termination of tenancy, Rent increase, and changes in terms of tenancy.

(13) Any other duties necessary to administer and enforce this Chapter.

(B) Rules and Regulations. The Town Council may issue such rules and regulations, including those which are contained in this Chapter as will further the purposes of the Chapter. The Town Council shall publicize its rules and regulations prior to promulgation on the Town's website.

(C) Community Education. The Town Manager may publicize this Chapter and Chapter 5.54 so that all residents of Fairfax will have the opportunity to become

informed about their legal rights and duties under this Chapter. The Town Manager will prepare a brochure which fully describes the legal rights and duties of Landlords and Tenants under Chapters 5.54 and 5.55 of this Code. The brochure will be available to the public and each Tenant of a Rental Unit shall receive a copy of the brochure from their Landlord. Landlords shall provide the brochure at the commencement of the tenancy and with each notice of Rent increase. This brochure will be made available for download from the Town website and/or other appropriate technology. Information about the Rent Stabilization Program may be made available in other languages as requested by the community.

(D) Collection of Rental Housing Fee. All Landlords shall pay the business license fee required by the Town Code section 5.16.010, if applicable, in addition to the Rental Housing Fee. The Town may charge the Rental Housing Fee at the same time as the business license fee. The Rental Housing Fee will be set by resolution of the Town Council. Enforcement of this Chapter shall be funded by the Rental Housing Fee.

(E) Reporting and Fee Payment Requirements.

(1) Within sixty (60) days after the implementation date of this Chapter, all Landlords shall file a copy of all rental increase notices, change of terms of tenancy and tenancy termination notices with the Town Manager before serving the Tenant the notice. A proof of service with time and date of service of notice shall be included with notice filed with the Town Manager.

(2) After proper notice and hearing, if it is determined that a Landlord has willfully and knowingly failed to properly report, as described above, any rental increase notices, change of terms of tenancy or tenancy termination, or pay the Rental Housing Fee, the Town Manager may authorize the Tenant of such a non-reporting or fee paid Unit to withhold all or a portion of the Rent for the Rental Unit until such time as the Rental Housing Fee is paid or notice filed. After a notice is properly filed or fee paid, the Town Manager shall determine what portion, if any, of the withheld Rent is owed to the Landlord for the period in which the notice is not properly filed or fee paid. Whether or not the Town Manager allows such withholding, no Landlord who has failed to properly report or pay the fee shall at any time increase Rents for a Stabilized Rental Unit until such fee or notice is reported.

(3) Failing to pay the fee or file a timely copy of a notice before the filing of an unlawful detainer lawsuit is a complete defense to an unlawful detainer.

5.55.080 STABILIZATION OF RENTS; RIGHT OF REASONABLE RETURN FOR LANDLORDS.

(A) Establishment of Base Rent. Beginning on the effective date of this Chapter, no Landlord shall charge Rent for any Stabilized Rental Unit in an amount

greater than the Rent in effect for that unit on February 2, 2022 except for increases expressly allowed under this Chapter. The Rent in effect on that date is the Base Rent. If there was no Rent in effect on February 2, 2022 the Base Rent shall be the Rent that was charged on the first date that Rent was charged following February 2, 2022. For tenancies commencing after the adoption of this Chapter, the Base Rent is the initial rental rate in effect on the date the tenancy commences. As used in this subsection, the term “initial rental rate” means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy. The Base Rent is the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with section 5.55.080(C).

(B) Posting. As soon as the Landlord is aware of the Annual General Adjustment the Landlord shall post it in a prominent place in or about the affected Stabilized Rental Units.

(C) Annual General Adjustment. No later than June 30 each year, the Town Manager shall announce the percentage by which Rent for eligible Rental Units will be adjusted, effective September 1 of that year.

(1) The Annual General Adjustment shall be equal to 60% of the percentage increase in the Consumer Price Index (All Urban Consumers, San Francisco-Oakland-Hayward region, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics) as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending as of March of the current year.

(2) Paragraph 1 of this subsection notwithstanding, in no event shall the Annual General Adjustment be less than 0% not greater than 5%.

(3) For the period between the effective date of this Chapter and the first Annual General Adjustment announced September 1, 2023, the Landlord may submit a request to the Town Manager for an increase to the Maximum Allowable Rent. Guidelines for approving or denying such request shall be promulgated by the Town Council.

(D) Petitions. Upon receipt of a petition by a Landlord and/or a Tenant, the Maximum Allowable Rent of individual Stabilized Rental Units may be adjusted upward or downward in accordance with the procedures set forth elsewhere in this section. The petition shall be on the form provided by the Town Manager and shall include a declaration by the Landlord that the Rental Unit meets all requirements of this Chapter. Notwithstanding any other provision of this section, the hearing examiner may refuse to hold a hearing and/or grant a Rent adjustment if an individual hearing has been held and decision made with regard to the Maximum Allowable Rent within the previous twelve (12) months.

(E) Hearing Procedure. The Town Council shall enact rules and regulations governing hearings and appeals of individual adjustment of Maximum Allowable Rents which shall include the following:

(1) Hearing Examiner. A hearing examiner appointed by the Town Manager shall conduct a hearing to act upon the petition for individual adjustment of Lawful Rent and shall have the power to administer oaths and affirmations.

(2) Notice. The Town Manager shall notify the Landlord, if the petition was filed by the Tenant, or the Tenant, if the petition was filed by the Landlord, of the receipt of such a petition and provide a copy thereof.

(3) Time of Hearing. The hearing officer shall notify all parties as to the time, date and place of the hearing.

(4) Records. The hearing examiner may require either party to a Rent adjustment hearing to provide it with any books, records and papers deemed pertinent in addition to that information contained in registration statements. The hearing examiner may conduct a current building inspection and/or request the city to conduct a current building inspection if the hearing examiner finds good cause to believe the Board's current information does not reflect the current condition of the Stabilized Rental Unit. The Tenant may request the hearing examiner to order such an inspection on or prior to the date of the hearing. All documents required under this section shall be made available to the parties involved prior to the hearing at Town offices. In cases where information filed in a petition for Maximum Allowable Rent adjustment or in additional submissions filed at the request of the hearing examiner is inadequate or false, no action shall be taken on said petition until the deficiency is remedied.

(5) Open Hearings. All Maximum Allowable Rent adjustment hearings shall be open to the public.

(6) Right of Assistance. All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, Tenant Organization representatives or any other persons designated by said parties.

(7) Hearing Record. The Town Manager shall make available for inspection and copying by any person, an official record which shall constitute the exclusive record for decision on the issues at the hearing. The record of the hearing, or any part of one, shall be obtainable for the cost of copying. The record of the hearing shall include: all exhibits, papers and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions; orders and/or rulings; all final decisions, orders and/or rulings, and the reasons for each final decision, order and/or ruling. All hearings shall be recorded. Any party may receive a copy of the audio that was made. Reasonable costs may be charged.

(8) Proof Required and Notice of Decision. No individual adjustment shall be granted unless supported by the preponderance of the evidence submitted at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which said decision is based. At the same time, parties to the proceeding shall be notified of their right to an appeal to the Town Council and/or to judicial review of the decision on appeal pursuant to this section and section 5.55.100 of this Chapter.

(9) Consolidation. All Landlord petitions pertaining to Tenants of the same Property shall be consolidated for hearing, and all petitions filed by Tenants occupying the same Property shall be consolidated for hearing unless there is a showing of good cause not to consolidate such petitions.

(10) Time for Decision. Decisions decreasing Rents shall remain in effect until the Town Manager finds that the Landlord has corrected the defect warranting the decrease. Upon a determination of compliance, the Landlord shall be entitled to reinstatement of the prior Rent level, retroactive to the date that the Landlord corrected the defect which warranted the decrease. This shall be in compliance with California Civil Procedure section 1942.4. If the Landlord is found to be in violation of California Civil Procedure section 1942.4 then no rent shall be charged for the period during which the Landlord was in violation.

(11) Appeal. Any person aggrieved by the decision of the hearing examiner may appeal to the Town Council acting as the Appeals Board. On appeal, the Town Council may affirm, reverse or modify the decision of the hearing examiner.

(12) Finality of Decision. The decision of the hearing examiner shall be the final decision in the event of no appeal to the Town Council. The decision of the hearing examiner shall not be stayed pending appeal; however, in the event that the Town Council on appeal, reverses or modifies the decision of the hearing examiner, the Landlord, in the case of an upward adjustment in Rent, or the Tenant, in the case of a downward adjustment of Rent, shall be ordered to make retroactive payments to restore the parties to the position they would have occupied had the hearing examiner's decision been the same as that of the Town Council.

(F) Individual Adjustment Rent Increase. In making individual adjustments of the Annual Adjustable Rent Increase, the hearing examiner shall consider the purposes of this Chapter and the requirements of law, including state law. In making an individual downward adjustment, the hearing examiner may consider decreases in Housing Services; substantial deterioration of the Stabilized Rental Unit other than as a result of ordinary wear and tear; or failure on the part of the Landlord to provide adequate Housing Services or to comply substantially with applicable housing, health and safety codes.

(G) No Direct Charge for Utilities. A Landlord may not charge a Tenant for Utility Charges indirectly. In order to be paid by a Tenant, the utility service must be separately or individually metered and the utility account must be registered to the Tenant and not the Landlord.

(H) Landlords' Right of Reasonable Return. In making individual adjustments of the Maximum Allowable Rent, the hearing examiner shall consider the purposes of this Chapter and shall specifically consider all relevant factors, including (but not limited to):

(1) Increases or decreases in Property taxes;

(2) Unavoidable increases or any decreases in maintenance and operating expenses;

(3) The cost of planned or completed capital improvements to the Rental Unit (as distinguished from ordinary repair, replacement and maintenance) where such capital improvements are necessary to bring the Property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;

(4) Increases or decreases in the number of Tenants occupying the Rental Unit, living space, furniture, furnishings, equipment, or other Housing Services provided, or occupancy rules;

(5) Substantial deterioration of the Rental Unit other than as a result of normal wear and tear;

(6) Failure on the part of the Landlord to provide adequate Housing Services, or to comply substantially with applicable state rental housing laws, local housing, health and safety codes, or the Rental Agreement; and

(7) The pattern of recent rent increases or decreases.

(I) No upward adjustment of an individual Maximum Allowable Rent shall be authorized under this section if the Landlord:

(1) Has continued to fail to comply with any provisions of this Chapter and/or orders or regulations properly issued thereunder, or

(2) Has failed to bring the Rental Unit into compliance with the implied warranty of habitability.

(J) Allowable Rent increases pursuant to an individual upward adjustment of the rent ceiling shall become effective only after the Landlord gives the Tenant at least a

thirty (30) day written notice of such Rent increase and the notice period expires. If the hearing examiner makes a downward individual adjustment of the rent ceiling, such Rent decrease shall take effect no sooner than thirty (30) days after the effective date set for the downward adjustment.

(K) No provision of this Chapter shall be applied so as to prohibit the hearing examiner from granting an individual Rent adjustment that is demonstrated by the Landlord to be necessary to provide the Landlord with a fair return on investment. Limits on the total increase per month and length of monthly increase may be promulgated by the Town Council through regulations.

5.55.090 NO WAIVER.

Any provision, whether oral or written, whereby any provision of this Chapter for the benefit of the Tenant is waived, shall be deemed to be against public policy and shall be void.

5.55.100 JUDICIAL REVIEW.

A Landlord or Tenant aggrieved by any final action or decision of the Town Council may seek judicial review by appealing to the appropriate court within the jurisdiction. No action or decision by the Town Council shall go into effect until thirty (30) days have expired to allow for such appeal.

5.55.110 REMEDIES.

(A) Any Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the maximum lawful Rent, in violation of the provisions of this Chapter or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and registration fee requirements, shall be liable in a civil action to the Tenant from whom such payments are demanded, accepted, received or retained, for reasonable attorney fees and costs as determined by the court, plus damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent. A civil penalty of treble the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent shall be awarded against the Landlord upon a showing that the Landlord has acted willfully or with oppression, fraud or malice. The statute of limitations for all remedies in this subsection shall be three years. The remedies of this subsection are cumulative and may be used in addition to any other remedy in this Chapter, at law, statute or ordinance.

(B) In lieu of filing a civil action for violation of section 5.55.070 of this Chapter, a Tenant may file an administrative complaint. The Town Council may establish by resolution a hearing procedure similar to that set forth in section 5.55.080(E).

In any administrative hearing under this section, a Landlord who demands, accepts, receives or retains any payment of Rent in excess of the maximum lawful Rent shall be liable for damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent and may be liable for an additional amount not to exceed Five Hundred Dollars ($500), for costs, expenses incurred in pursuing the hearing remedy, and damages. The Tenant shall bear the burden of proving entitlement to this amount. The Tenant may deduct the $500 costs payment and award of damages from future Rent payments in the manner provided by the Town Manager. An order authorizing Rent withholding under this Chapter shall survive the sale or other transfer of the Rental Unit and shall be binding upon successors of the Landlord against whom the order was made. If a Tenant authorized to withhold Rent under this Chapter vacates the Rental Unit, the Landlord shall pay to such Tenant a sum equal to the balance of the Rent that the Tenant could have withheld.

(C) If the Tenant from whom such excessive payment is demanded, accepted, received or retained in violation of the foregoing provisions of this Chapter or any rule or regulation or order hereunder promulgated, fails to bring a civil or administrative action as provided for in this section within one hundred twenty (120) days from the date of occurrence of the violation, the Town Manager may settle the claim arising out of the violation or bring such action. Thereafter, the Tenant on whose behalf the Town Manager acted is barred from also bringing an action against the Landlord in regard to the same violation for which the Town Manager has made a settlement or brought action. In the event the Town Manager settles said claim, the Town shall be entitled to retain the costs it incurred in settlement thereof, and the Tenant against whom the violation has been committed shall be entitled to the remainder.

5.55.120 INJUNCTIVE AND OTHER CIVIL RELIEF.

Tenants and Landlords of Rental Units, may seek relief from the appropriate court within the jurisdiction within which the affected Rental Unit is located to enforce any provision of this Chapter or its implementing regulations or to restrain or enjoin any violation of this Chapter and of the rules, regulations, orders and decisions."

SECTION 3. Compliance with CEQA. The Town Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of the Ordinance may have a significant effect on the environment, in that this ordinance applies residential tenant protection to existing residential units in the Town of Fairfax, which is solely an administrative process resulting in no physical changes to the environment. Accordingly, this ordinance contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, or the application thereof to any person or place, is

for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The Town Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Implementation Date. The provisions of this Chapter shall not be implemented by the Town of Fairfax until such time as sufficient agreements for implementation support, including, but not limited to, staffing, hearings, software and outreach, have been approved by the Town Council. Upon approval of said support agreements, the Town Council will set an implementation date by resolution.

SECTION 6. Effective Date and Posting. This Ordinance shall be effective 30 days following its adoption by the Town Council. Copies of this Ordinance shall, within fifteen days after its passage and adoption, be posted in three public places in the Town of Fairfax, to wit: 1. Bulletin Board, Town Hall Offices; Bulletin Board, Fairfax Post Office; and 3. Bulletin Board, Fairfax Women's Club.

The foregoing Ordinance was introduced at a special meeting of the Town Council on the 11th day of October, 2022, and duly adopted at the next regular meeting of the Town Council on the 2nd day of November, 2022, by the following vote, to wit:

AYES: ACKERMAN, COLER, CUTRANO, GODDARD, HELLMAN
NOES: None
ABSENT: None
ABSTAIN: None

/s/

Stephanie Hellman, Mayor

Attest:

/s/ 11-04-22

Michele Gardner, Town Clerk Date

ORDINANCE NO. 870

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX AMENDING CHAPTER 5.54 "JUST CAUSE EVICTIONS" OF TITLE 5 OF THE FAIRFAX TOWN CODE

WHEREAS, more than 1,200 Fairfax households rent their homes, constituting approximately 37% of total town households, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 24% of Fairfax rental households are low income, which is defined as earning between 51% and 80% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 12% of Fairfax rental households are very low income, which is defined as earning between 30% and 50% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 36% of Fairfax rental households are extremely low income, which is defined as earning between 0% and 30% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, 87% of Fairfax householders under the age of 35 are renters, as identified by the U.S. Census Bureau, 2019: American Community Survey 5-Year Estimates; and

WHEREAS, 68% of Fairfax householders who identify as Hispanic or Latino are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, 66% of Fairfax householders who identify their race as something other than white are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, the right to adequate housing is an internationally recognized human right, sanctioned by the United Nations and enumerated to include protection against forced evictions, security of tenure, and non-discriminatory access, as identified by the Office of the United Nations High Commissioner for Human Rights, The Right to Adequate Housing, Fact Sheet No. 21/Rev.1; and

WHEREAS, the State of California's Tenant Protection Act of 2019 depends on renters knowing their rights and pursuing legal remediation when those rights are violated; and

WHEREAS, Chapter 5.54 (Just Cause Evictions) of the Fairfax Town Code does not presently include protections found in some other Bay Area rent stabilization and just cause eviction ordinances, such as relocation payments for renters evicted due to no fault

of their own, securing the right of return/first right of refusal for renters who are evicted due to no fault of their own, and special protections against eviction for seniors, the Disabled, and for Educators and students during the school year; and

WHEREAS, in accordance with Civil Code section 1946.2(g)(1)(B), the Fairfax Town Council finds that this ordinance is more protective than the provisions of Civil Code section 1946.2 for the following reasons:

(1) The just cause for termination of a residential tenancy under this Chapter is consistent with Civil Code section 1946.2; and

(2) This Chapter, and Chapter 5.55 (for which amendments are being adopted through a concurrent ordinance), further limits the reasons for termination of a residential tenancy, provides for relocation assistance, and provides additional tenant protections that are not prohibited by any other provision of law.

WHEREAS, there are an estimated 699 multi-family rental units in Fairfax, constituting approximately 57% of total renter-occupied housing units, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, an estimated 97% of all Fairfax housing units are in structures built before 1995, as identified in Appendix H-B: Housing Needs Assessment of the Town's Housing Element Update 2015-2023.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF FAIRFAX DOES ORDAIN AS FOLLOWS:

SECTION 1. **Recitals.** The recitals above are each incorporated by reference and adopted as findings of the Town Council.

SECTION 2. **Chapter 5.54 Amended.** Chapter 5.54, "Just Cause Evictions," is hereby amended in its entirety to read as follows:

"**CHAPTER 5.54: JUST CAUSE EVICTIONS**

Section

5.54.010 Purpose and Intent
5.54.020 Definitions
5.54.030 Just Cause for Eviction – Protections
5.54.040 Reserved
5.54.050 Relocation
5.54.060 Units Withdrawn from the Rental Market Pursuant to the Ellis Act
5.54.070 Remedies

5.54.010 PURPOSE AND INTENT.

The purpose of this Chapter is to promote neighborhood and community stability, healthy housing, and affordability for renters in Fairfax by regulating arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return on their investment.

5.54.020 DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CREDITWORTHINESS. Any standard of determining suitability to receive credit or reliability to pay money owed, including any financial or income standard.

DISABLED. The term “disabled” shall have the same meaning as that in Government Code section 12955.3, as may be amended or renumbered from time to time.

DWELLING UNIT. A structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in Civil Code section 1940 and the Fairfax Town Code.

EDUCATOR. Any person who works at a school in Marin County as an employee or independent contractor of the school or of the governing body that has jurisdiction over the school, including, without limitation, all teachers, classroom aides, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants.

HOUSING SERVICES. Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, access to exterior doors, entry systems, and gates, utilities (unless separately metered and billed to the Tenant by the utility company since the inception of the tenancy, as provided in the lease), refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants or Tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.

LANDLORD. An owner, lessor, sublessor or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

PRIMARY RESIDENCE. Occupancy of a Primary Residence does not require that the individual be physically present in the unit at all times or continuously, but the
unit must be the individual's usual place of return. Indicia of a Primary Residence include:

(1) The individual carries on basic living activities at the subject premises for extended periods;

(2) The subject premises are listed with other public agencies, including Federal, State and local taxing authorities as the individual's primary residence;

(3) Utilities are billed to and paid by the individual at the subject premises;

(4) A homeowner's tax exemption for the individual has not been filed for a different property;

(5) The occupant is not registered to vote at any other location;

(6) All or most of the individual's personal possessions have been moved into the subject premises;

(7) The subject premises are the place the individual normally returns to as their home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence;

(8) Other relevant factors demonstrating a residence is the person's Primary Residence.

In order for a housing unit to qualify as a Primary Residence, ownership must be held in the name of the natural person claiming Primary Residence and cannot be held by a limited liability corporation, limited partnership, or other corporate structure. A housing unit that is owned by a living trust may qualify as a Primary Residence if the trust beneficiary meets the above criteria, so long as the Landlord is able to provide documentation to the Town Manager of the name and address of all trust beneficiaries.

PROPERTY. All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

RENT. All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment

and consideration demanded or paid to the Landlord for parking on or near the Property, utilities, pets, furniture, and subletting.

RENTAL AGREEMENT. An agreement, oral, written or implied, between a Landlord and Tenant for use or occupancy of a Rental Unit and for Housing Services.

RENTAL UNIT. Any building, structure, or part thereof, or land appurtenant thereto, or any other rental Property rented or offered for Rent for residential purposes, together with all Housing Services connected with use or occupancy of such Property such as common areas and recreational facilities held out for use by a Tenant, regardless of zoning or permitting status. A room or rooms rented separately from other rooms at the same Property shall constitute a single Rental Unit, even if Tenants share other common spaces or amenities.

SCHOOL YEAR. The first day of instruction for the Fall Semester through two weeks after the last day of instruction for the Spring Semester, as posted on the School District website for each year.

TENANT. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

TOWN. The Town of Fairfax, California

TOWN MANAGER. The Town Manager of the Town of Fairfax or designee.

5.54.030 JUST CAUSE FOR EVICTION – PROTECTIONS.

(A) Applicability. Except as provided herein, the provisions of this Chapter shall apply to all properties in Fairfax that are hired, rented, or leased to a household within the meaning of Cal. Civil Code section 1940, including properties that contain any of the following: (1) Dwelling Units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling; (2) Dwelling Units in single room occupancy residential structures; or (3) units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Fairfax Town Code. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

(B) Exemptions. The following Rental Units shall be exempt from this section, except that all exempt units must comply with the requirement of section 5.54.030(D).

(1) Rental Units in hotels, motels, and inns, which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply (a) to a Tenant who has resided at the Property for more than thirty continuous days (b) to a Tenant who has entered into an agreement to lease a Rental Unit for 30

days or more (c) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant or (d) a Rental Unit used exclusively as a Short-Term Rental as defined in Fairfax Town Code Section 17.008.020.

(2) Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

(3) Rental Units which a government unit, agency or authority fully owns, operates and manages. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units from municipal Rent stabilization.

(4) Any Dwelling Unit located in a development where the Dwelling Units are subject to legally binding restrictions enforceable against and/or governing such units that limit the Rent to no more than an affordable rent, as such term is defined in Cal. Health & Safety Code section 50053,and as subsequently amended.

(C) No Landlord shall take action to terminate any tenancy, including but not limited to making a demand for possession of a Rental Unit, threatening to terminate a tenancy verbally or in writing, serving any notice to quit or other eviction notice, bringing any action to recover possession or be granted recovery of possession of a Rental Unit, including by seeking the entry of an eviction judgment or by causing or permitting a writ of possession to be entered unless the Landlord is able to prove the existence of one of the following grounds as stated in the termination notice on which the court action is based:

(1) Failure to Pay Rent. The Tenant has failed to pay the Rent to which the Landlord is legally entitled under the Rental Agreement, this Chapter, federal, state, and any other local law.

(a) In any action to recover possession of a Rental Unit filed under this subsection, it shall be a defense if the Landlord impeded the Tenant's effort to pay Rent by refusing to accept Rent paid on behalf of the Tenant from a third party, or refusing to provide a W-9 form or other necessary documentation for the Tenant to receive rental assistance from a government agency, non-profit organization, or other third party. Acceptance of rental payments made on behalf of the Tenant by a third party shall not create a tenancy between the Landlord and the third party as long as either the Landlord or the Tenant provide written notice that no new tenancy is intended.

(b) COVID-19 State Law Preemption. This Chapter shall not apply to unlawful detainer action for nonpayment of Rent originally due from March 1, 2021 through March 31, 2022, where prohibited by Code of Civil Procedure section 1179.05 or successor statute.

(2) Breach of Lease. The Tenant has continued, after written notice to cease, to substantially violate any of the written material terms of the Rental Agreement, except the requirement to surrender possession on proper notice as required by law. To constitute a breach of lease, the substantially violated term must be reasonable and legal and have been accepted in writing by the Tenant as part of the Rental Agreement; and provided further that, where such term was accepted by the Tenant or made part of the Rental Agreement subsequent to the initial creation of the tenancy, the Landlord must have first notified the Tenant in writing that they need not accept such terms or agree to the terms being made part of the Rental Agreement.

(a) Notwithstanding any lease provision to the contrary, a Landlord shall not take any action to terminate a tenancy based on a Tenant's sublease of the Rental Unit if the Landlord has unreasonably withheld the right to sublease following written request by the Tenant. The following requirements must be met:

(i) The Tenant continues to reside in the Rental Unit as their primary residence.

(ii) The sublease replaces one or more departed Tenants under the Rental Agreement on a one-for-one basis or the sublease adds additional occupants up to the maximum amount of occupants legally allowed under section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code section 17922, except where prohibited by law.

(iii) A Landlord's refusal of a subtenant must state the reason for the refusal. If the Landlord fails to respond to the Tenant's request to sublease in writing within fourteen (14) days of receipt of the Tenant's request, the Tenant's request shall be deemed approved by the Landlord.

(iv) A Landlord's reasonable refusal of the Tenant's written request may not be based on the proposed additional occupant's lack of Creditworthiness, if the occupant will not be legally obligated to pay some or all of the Rent directly to the Landlord. A Landlord's reasonable refusal of the Tenant's written request may be based on the ground that the total number of occupants in a Rental Unit exceeds the maximum number of occupants under section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code section 17922.

(b) Before endeavoring to recover possession based on the violation of a lawful obligation or covenant of tenancy regarding subletting or limits on the number of occupants in the Rental Unit, the Landlord shall serve the Tenant a written notice of the violation that provides the Tenant with a minimum of fourteen (14) days' opportunity to cure the violation. The Tenant may cure the violation by making a written request to add occupants referenced in subsection (ii) of section 5.54.030(C)(2)(a) or by using other reasonable means to cure the violation.

(c) Protections for Families. Notwithstanding any contrary provision in this section, a Landlord shall not endeavor to recover possession of a Rental Unit as a result of the addition to the Rental Unit of a Tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner (as defined in California Family Code section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of a Tenant, so long as the number of occupants does not exceed the maximum number of occupants as determined under section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code section 17922.

(3) Nuisance. The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to, the Rental Unit and, after written notice, has refused to cease damaging the premises, or has refused to either make satisfactory correction or to pay the reasonable costs of repairing such damage over a reasonable period of time. The fact that a Tenant has been arrested or convicted of a crime, been the victim of a crime, or contacted the police, in and of itself, is not evidence of nuisance for purposes of this subsection.

(4) Failure to Give Access. The Tenant has continued to refuse, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purposes of showing the unit to a prospective purchaser or mortgagee or making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof. To terminate a tenancy under this subsection, a Landlord must show that written notice was provided to the Tenant in compliance with Civil Code section 1954.

(5) Temporarily Vacate in Order to Undertake Substantial Repairs. The Landlord, after having obtained all necessary permits from the Town, seeks in good faith to undertake substantial repairs which are necessary to bring the Property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs while the Tenant resides on the premises require the Tenant to temporarily vacate for at least 30 days.

(a) Where such repairs can be completed in a period of 60 or fewer days, and the Tenant agrees in writing to vacate the premises during the period required to complete the repairs, the Landlord may not recover possession pursuant to this subsection unless the Tenant shall fail or refuse to vacate the premises in accordance with such agreement.

(b) Where the Landlord owns any other residential Rental Units in the Town of the same number of bedrooms or fewer, and any such unit is vacant and available at the time of service of the written notice terminating the tenancy, or at any time thereafter until the earlier of the Tenant's vacating the premises or the entry of a

judgment by a court of competent jurisdiction awarding possession of the premises to the Landlord, the Landlord shall, as a condition of obtaining possession pursuant to this subsection, notify the Tenant in writing of the existence and address of each such vacant Rental Unit and offer the Tenant the right, at the Tenant's option, to enter into a Rental Agreement (to be designated as a "temporary rental agreement") for the available Rental Unit which the Tenant may choose, at a Rent not to exceed the lesser of the lawful Rent which may be charged for such available Rental Unit or the lawful Rent in effect at the time of the notice of termination of tenancy on the unit being vacated. Said Rental Agreement shall be for a term of the lesser of ninety days or until completion of repairs for the Rental Unit being vacated by Tenant.

(c) A notice terminating tenancy under this subsection must include the following information:

(i) A statement informing Tenants as to their right to relocation payments under this Chapter.

(ii) The statement, "When the needed repairs are completed on your unit, the Landlord must offer you the opportunity to return to your unit with a Rental Agreement containing the same terms as your original one and with the same rent."

(iii) A description of the repairs to be completed and the approximate expected duration of the repairs.

(d) Where the Landlord recovers possession under this subsection either prior to or after an unlawful detainer judgment, the Tenant must be given the right of first refusal to re-occupy the unit. The Landlord shall notify the Tenant household at least sixty (60) days in advance of the availability of the unit or room. Within thirty (30) days of receipt of the notice of availability, a Tenant household must notify the Landlord if it wishes to reoccupy the unit or room. The Landlord must hold the unit or room vacant at no cost to the Tenant for sixty (60) days from the date the Tenant household's written notice of its intent to reoccupy the Rental Unit or room is received.

(6) Owner Move-In. The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord or the Landlord's spouse, child, parent or grandparent.

(a) A Landlord, as used in this subsection, shall only include a Landlord that is a natural person who has at least a 51% recorded ownership interest in the Property.

(b) No eviction may take place for an "owner move-in" if the same Landlord or enumerated relative already occupies a Rental Unit on the Property, or if a vacancy already exists on the Property. Only one specific unit per building may undergo an "Owner Move-in" eviction. Once a Landlord has successfully recovered

possession of a Rental Unit pursuant to this subsection, no other Landlords may recover possession of any other Rental Unit at the Property under the subsection. Any future evictions taking place at the same Property under this subsection must be of that same Rental Unit. At all times, a Landlord may request a reasonable accommodation if the Landlord or enumerated relative is Disabled and a different unit is necessary to accommodate the person's disability. A Landlord who has terminated a tenancy for a Rental Unit under this subsection may not terminate a tenancy for a Tenant who subsequently reoccupies a Rental Unit after termination of tenancy under this subsection or relocates to a comparable Rental Unit on the same Property for a period of four years commencing from the date of the latest notice to vacate.

(c) The notice terminating tenancy shall contain the name and relationship to the Landlord of the person intended to occupy the Rental Unit.

(d) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within ninety (90) days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least one year .

(e) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the Rental Unit within 90 days after the Tenant vacates, the Landlord shall:

(i) Offer the unit to the Tenant who vacated it at the same Rent in effect at the time the Tenant vacated; and

(ii) Pay to said Tenant all reasonable expenses incurred in moving to and from the unit, include lease termination fees. This subsection does not limit any other remedies a Tenant may have under this Chapter or applicable law.

(iii) If the Landlord or enumerated relative fails to occupy the Rental Unit within 90 days after the Tenant vacates or does not occupy the Rental Unit as a Primary Residence for at least one year, the Landlord shall have the burden of producing evidence that the failure to occupy did not occur in bad faith.

(f) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the Rental Unit within ninety days and the previous Tenant declines to move back into the Rental Unit, any new Tenant moving into the Rental Unit will have as the original base Rent the Rent in effect at the time the previous Tenant vacated.

(g) <u>Eviction Protection for Elderly, Disabled, or Terminally Ill Tenants</u>. A Landlord may not evict a Tenant pursuant to this subsection if (a) the Tenant has resided in the Rental Unit for at least three (3) years and is either at least 62 years of age or Disabled; or (b) if the Tenant is certified as being terminally ill by the Tenant's treating physician. For the purposes of this subsection, notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption if the Landlord or

enumerated relative who will occupy the Rental Unit is also Disabled and no other units are available at the Property.

(h) Within 30 days after the effective date of a written notice of termination under this subsection is filed with the Town Manager, the Town Manager shall record a notice of constraints with the County Recorder identifying each Rental Unit on the Property that is the subject of the subsection 5.54.030(C)(6) notice to vacate, stating the nature and dates of applicable restrictions under subsections 5.54.030(C)(6)(e), 5.54.030(C)(6)(f), and 5.54.030(E), and any other restrictions per applicable regulations. The Town Manager shall also send a notice to the Rental Unit that states the maximum Rent for that unit, and shall send an updated notice to the unit 12 months, 24 months, 36 months, 48 months, and 60 months thereafter, or within 30 days of such date. If a notice of constraints is recorded but the Tenant does not vacate the Rental Unit, the Landlord may apply to the Town Manager for a rescission of the recorded notice of constraints. No further notices to the Rental Unit pursuant to this subsection are required if the constraints on the unit are rescinded.

(i) A Landlord may not evict a Tenant under this subsection if there is a comparable Rental Unit occupied by a Tenant who moved onto the Property more recently than the Tenant from whom the Landlord seeks to recover possession.

(7) Withdrawal from Rental Market. The Landlord seeks in good faith to recover possession of all Rental Units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (Government Code section 7060 et seq.). The Landlord must have fulfilled all requirements of section 5.54.060 of this Code and all Town regulations initiating the procedure for withdrawing Rental Units from Rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing. Tenants shall be entitled to a minimum of 120-day notice or one year in the case a Tenant is at least 62 years of age or Disabled. Notice times may be increased by regulations if state law allows for additional time.

(8) Buy-Out Agreements. Nothing in this Chapter shall expand or limit a Landlord and Tenant's ability to negotiate or agree to end a tenancy voluntarily in exchange for money or other consideration. All buy-out agreements under this section must be in writing, provided in English and translated into any other language at the Tenant's request, and include:

(a) A statement that the Tenant has the right not to enter into a proposed buy-out agreement;

(b) A statement that the Tenant may consult with an attorney of their choosing before entering into a buy-out agreement;

(c) A space for each Tenant to sign and write the date upon which the Landlord provided the Tenant with the agreement.

(9) Termination of Temporary Tenancy. The Landlord seeks in good faith to recover possession of a separately alienable Rental Unit for their occupancy as a Primary Residence. This shall apply only where the Landlord has previously occupied the Rental Unit as their Primary Residence and has the right to recover possession of the unit for their occupancy as a Primary Residence under an existing written Rental Agreement for a term of no more than 12 consecutive months that was executed with the current Tenants. The temporary Tenant must be provided, at the inception of the tenancy, with a written statement that includes the length of the tenancy and that the tenancy may be terminated at the end of the temporary tenancy period. No relocation is required under this subsection.

(D) In any action to recover possession of a Rental Unit pursuant to this section 5.54.030, a Landlord must allege and prove that the Landlord seeks to recover possession of the unit with good faith, honest intent and with no ulterior motive for the reason stated in the termination notice. If a Landlord claims the Rental Unit is exempt from this ordinance, the Landlord must allege and prove that the unit is covered by one of the exceptions enumerated in subsection 5.54.030(B) of this Chapter. Such allegations must appear in the notice of termination of tenancy. Failure to make such allegations in the notice shall be a complete defense to any unlawful detainer action.

(E) Right of Return and First Right of Refusal. All Tenants that are displaced based on sections 5.54.030(C)(5) or (C)(6) or shall have the first right of refusal to return to the unit if it should ever be returned to the market by the Landlord or successor Landlord. The return tenancy shall include the same terms as the original tenancy and the Rent shall be the Rent lawfully paid by the Tenant at the time the Landlord gave notice of termination on a basis listed in sections 5.54.030(C)(5) or (C)(6) plus any lawful adjustment under section 5.55.080. All notices of termination of tenancy served under sections 5.54.030(C)(5) or (C)(6) shall state the lawful Rent in effect at the time of termination of tenancy. If the Tenant declines to reoccupy the Rental Unit after it is returned to the rental market, the lawful base Rent for the new tenancy shall be the Rent lawfully paid by the Tenant at the time the Landlord served the termination notice, plus any lawful adjustment under this Chapter or Chapter 5.55.

(F) School Year Protections for Educators and Students. It shall be a defense to an eviction under sections 5.54.030(C)(5) or (C)(6) if a child under the age of 18 or any Educator resides in the unit, the child or Educator is a Tenant in the unit or the child has a custodial or family relationship with a Tenant in the unit, the Tenant has resided in the unit for 12 months or more, and the expiration date of the notice of termination of tenancy falls during the School Year.

(G) Written Warning Notice Requirements. Any written warning notice as described in subsections 5.54.030(C)(2)-(4) shall be served by the Landlord on the Tenant within a reasonable period prior to serving a notice to terminate tenancy and shall inform the Tenant that a failure to cure may result in the initiation of eviction proceedings, of the right to request a reasonable accommodation for disability, and the

contact number for the Town Manager. A reasonable period shall be presumed to be seven days. The notice shall also include sufficient details allowing a reasonable person to comply. The notice shall also include any information necessary to determine the date, time, place, witnesses present, and other circumstances concerning the reason for the notice.

(H) Retaliation is Barred. Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is knowingly in retaliation for the Tenant reporting violations of this Chapter, for exercising rights granted under this Chapter or other law, or for forming or participating in a Tenant Organization.

(I) Additional Notice Requirements. In any notice purporting to terminate tenancy, the Landlord shall state the cause for the termination, and in any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove compliance with this section. All notices described in subsections 5.54.030(C)(2)-(4) shall be attached to any notices that purport to terminate a tenancy for which they correspond. The Landlord shall file with the Town Manager a copy of any notice terminating tenancy within three (3) days after serving the notice on the Tenant.

(J) Failure to Comply. Failure to comply with any requirement of this Chapter or any implementing regulation may be asserted as an affirmative defense in an action brought by the Landlord to recover possession of the Unit. Additionally, any attempt to recover possession of a Rental Unit or recover of possession in violation of this Chapter shall render the Landlord liable to the Tenant in a civil action for wrongful eviction for treble damages. The Tenant may seek injunctive relief, equitable relief, and money damages. In any action for equitable relief, it shall be presumed that a Tenant suffers irreparable harm through violation of this Chapter. A Tenant or Landlord prevailing in an action brought under this Chapter that is not an unlawful detainer action shall recover costs and reasonable attorney fees. The statute of limitations for all remedies in this section shall be three years. The remedies under this section are cumulative, and may be used in addition to any other remedies in this Chapter or at law, statute, or ordinance.

5.54.040 RESERVED.

5.54.050 RELOCATION.

(A) A Landlord seeking to recover possession under sections 5.54.030(C)(5)-(7) must make relocation payments to the Tenant's household of the Rental Unit. The amount of the relocation benefit shall be equal to two months' Rent, at the rate of Rent applicable at the time of the relocation. Relocation payments shall be paid at the time of the service of the notice of termination of tenancy. If the Tenant fails to vacate the unit, the relocation payment must be returned to the Landlord.

(B) Notwithstanding subsections 5.54.050(A), any Tenant household that, at the time the notice of intent to withdraw Rental Units is filed with the Town, includes a

Tenant who is 62 years of age or older, 17 years of age or younger, Disabled, or certified as being terminally ill by the Tenant's treating physician shall be entitled to receive an additional payment of $3,000.

(C) Every year following the date of passage, the relocation payments specified in subsections 5.54.050(A) and (B) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for Marin County for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Town.

(D) Short-Term Tenant Relocation.

(1) Where a Tenant shall be displaced from their Rental Unit for renovation work for a period of thirty days or less, the Landlord shall immediately make short-term relocation payments to the Tenant as set out in subsection 3, below, or the Tenant may elect not to receive short-term relocation payments. If the Tenant receives short-term relocation payments, the Tenant remains obligated to pay the lawful Rent in effect when the Tenant vacated. If the Tenant has elected not to receive short-term relocation payments, the Tenant shall not be obligated to pay Rent until the Tenant re-occupies the Rental Unit.

(2) Should a Tenant be displaced for a greater time than originally notified, the Landlord shall pay additional short-term relocation expenses for each additional day of displacement, to be paid on a weekly basis prior to each additional week.

(3) The following amounts shall be paid by the Landlord to the Tenant for each day of displacement:

(i) Hotel or motel accommodations: $168.15 per household;

(ii) Meal expenses: $33.85 per occupant;

(iii) Laundry: $1.12 per household;

(iv) Pet accommodation: $32.73 per cat and $58.69 per dog.

(4) Replacement amounts shall be adjusted yearly based on the CPI increase. The Town Manager shall publish the new relocation amounts each year following the increase.

(E) If a Landlord fails to provide relocation payments in accordance with this section, in addition to any other remedy under this Chapter, or at law, the Tenant may pursue a civil action for the amount of relocation payments they would have been entitled to and costs of suit. The statute of limitations for all remedies in this section

shall be three years. The remedies of this section are cumulative, and may be used in addition to any other remedy available in this Chapter or at law.

(F) A Landlord's failure to properly allege and prove a permissible ground for eviction under sections 5.54.030(C)(5)-(7) is not a defense to failing to provide relocation payments when a Landlord recovers the Rental Unit in violation of section 5.54.030. Further, where a Tenant vacates a Rental Unit within one year of receiving a termination notice pursuant to sections 5.54.030(C)(5)-(7), the reason for vacating shall be presumed to be the termination notice.

5.54.060 UNITS WITHDRAWN FROM THE RENTAL MARKET PURSUANT TO THE ELLIS ACT.

The following shall apply to a unit where possession is recovered pursuant to section 5.54.030(C)(7) of this Chapter.

(A) Re-Rental of Rental Unit within Two Years. If the Rental Unit is offered again for Rent or lease for residential purposes within two years of the date the Rental Unit was withdrawn from Rent or lease, the following provisions shall govern:

(1) The Landlord of the Rental Unit shall be liable to any Tenant who was displaced from the Property by that action for treble damages. Any action by a Tenant pursuant to this paragraph shall be brought within three years of the withdrawal of the Rental Unit from Rent or lease. However, nothing in this paragraph precludes a Tenant from pursuing any alternative remedy available under the law.

(2) The Town Manager may institute a civil proceeding against any Landlord who has re-offered a Rental Unit for Rent or lease subject to this subsection, for exemplary damages for displacement of Tenants. Any action pursuant to this paragraph shall be brought within three years of the withdrawal of the Rental Unit from Rent or lease.

(3) Any Landlord who offers a Rental Unit again for Rent or lease shall first offer the unit for Rent or lease to the Tenant displaced from that unit by the withdrawal pursuant to this Chapter, if the Tenant has advised the Landlord in writing, within 30 days of the displacement, of the Tenant's desire to consider an offer to renew the tenancy and has furnished the Landlord with an address to which that offer is to be directed. That Tenant or former Tenant may advise the Landlord at any time during the eligibility of a change of address to which an offer is to be directed.

If the Landlord re-offers the Rental Unit for Rent or lease pursuant to this subsection, and the Tenant has advised the Landlord pursuant to this subsection of a desire to consider an offer to renew the tenancy, then the Landlord shall offer to reinstate a Rental Agreement or lease on terms permitted by law to that displaced Tenant.

This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced Tenant at the address furnished to the Landlord as provided in this subsection, and shall describe the terms of the offer. The displaced Tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(B) Re-Rental of Units within Five Years

(1) For all tenancies commenced during the time periods described below, the Rental Unit shall be offered and rented or leased at the lawful Rent in effect at the time any notice of intent to withdraw the Rental Unit is filed with the Town Manager, plus annual adjustments available under section 5.55.080 of this Code.

(2) The provisions of paragraph (1) shall apply to all tenancies commenced during either of the following time periods:

(a) The five-year period after any notice of intent to withdraw the Rental Unit is filed with the Town Manager, whether or not the notice of intent is rescinded or the withdrawal of the Rental Unit is completed pursuant to the notice of intent.

(b) The five-year period after the Rental Unit is withdrawn.

(3) This subsection shall prevail over any conflicting provision of law authorizing the Landlord to establish the rental rate upon the initial hiring of the Rental Unit.

(C) Re-Rental of Rental Units Within Five Years A Landlord who offers a Rental Unit again for Rent or lease within 5 years from the date on which it is withdrawn, and which is subject to this subsection, shall first offer the unit to the Tenant displaced from the unit by the withdrawal, if that Tenant requests the offer in writing within 30 days after the Landlord has notified the Town of an intention to offer the Rental Unit again for residential Rent or lease. The Landlord of the Rental Unit shall be liable to any Tenant who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract Rent for six months, and the payment of which shall not be construed to extinguish the Landlord's obligation to comply with this subsection.

(D) Demolition Restrictions. If the Rental Unit(s) are demolished, and new Rental Unit(s) are constructed on the same property, and offered for Rent or lease within four years of the date the Rental Unit(s) were withdrawn from Rent or lease, the newly constructed Rental Unit(s) shall be subject to the system of regulation established in section 5.55.080 at which they would be offered on the basis of a fair and reasonable

return on the newly constructed Rental Unit, notwithstanding any exemption from the system of regulations for newly constructed Rental Unit.

(E) Applicability to Successors in Interest. This section shall apply to all successors in interest of a Landlord who has withdrawn Rental Units from Rent or lease. The Town Manager shall record a notice with the county recorder which shall specifically describe the real property where the Rental Unit is located, the dates applicable to the constraints and the name of the Landlord of record of the real property. The notice shall be indexed in the grantor-grantee index.

(F) A person who acquires title to the real property subsequent to the date upon which the Rental Unit thereon have been withdrawn from Rent or lease, as a bona fide purchaser for value, shall not be a successor in interest for the purposes of this Chapter if the notice prescribed by this section has not been recorded with the county recorder at least one day before the transfer of title.

(G) Notice of Withdrawal. A Landlord who seeks to demolish or withdraw a Rental Unit from the rental market under section 5.54.030(C)(7) must provide the Town Manager with a notice, that states, under penalty of perjury:

(1) The number of Rental Units withdrawn;

(2) The address or location of those Rental Units;

(3) The name or names of the Tenants of the Rental Units; and

(4) The lawful Rent applicable to each Rental Unit.

(H) The name or names of the Tenants, the Rent applicable to any residential Rental Unit, and the total number of Rental Units, is confidential information and for purposes of this Chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code).

(I) The Landlord must record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the Town Manager, and will require a certification with that notice that actions have been initiated as required by law to terminate any existing tenancies.

(J) The Landlord must notify the Town Manager in writing of the intention to re-offer the Rental Unit for Rent or lease.

(K) The date on which the Rental Unit is withdrawn from Rent or lease for purposes of this Chapter is 120 days from the delivery in person or by first-class mail of the notice of withdrawal to the Town Manager. However, if the Tenant is at least 62

years of age or Disabled, and has lived in their Rental Unit for at least one year prior to the date of delivery of the notice of intent to withdraw, then the date of withdrawal of the Rental Unit of that Tenant shall be extended to one year after the date of delivery of that notice, provided that the Tenant gives written notice of their entitlement to an extension to the Landlord within 60 days of the date of delivery of the notice of intent to withdraw.

(L) Extension of Tenancy for Elderly or Disabled Tenants. If a Tenant notifies a Landlord in writing within 60 days of the Town Manager receiving the notice of intent to withdraw the Rental Unit, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Town Manager of the notice of intent to withdraw, subject to any adjustments otherwise available under this Chapter.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The Landlord may elect to extend the tenancy on any other Rental Unit within the rental Property up to one year after date of delivery of the notice of intent to withdraw, subject to paragraphs (1) and (2) of this subsection.

(4) Within 30 days of the notification by the Tenant to the Landlord of their entitlement to an extension, the Landlord shall give written notice to the Town Manager of the claim that the Tenant is entitled to stay in their Rental Unit for one year after date of delivery of the notice of intent to withdraw.

(5) Within 90 days of date of delivery to the Town Manager of the notice of intent to withdraw, the Landlord shall give written notice of the Landlord's election to extend a tenancy under paragraph (3) and the revised date of withdrawal to the Town Manager and any Tenant whose tenancy is extended.

(6) The date of withdrawal for the Rental Unit as a whole, for purposes of calculating any time-periods in this Chapter, shall be the latest termination date among all Tenants within the Rental Unit, as stated in the notices required by paragraphs (4) and (5). A Landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (4) and (5) shall not extend the date of withdrawal.

(M) The Landlord must notify any Tenant displaced pursuant to subsection 5.54.030(C)(7) of the following:

(1) That the Town Manager has been notified pursuant to subsection 5.54.060(G).

(2) That the notice to the Town Manager specified the name and the amount of Rent paid by the Tenant as an occupant of the Rental Unit.

(3) The amount of Rent the Landlord specified in the notice.

(4) Notice to the Tenant of their rights under this subsection.

(5) Notice to the Tenant of the following:

(a) If the Tenant is at least 62 years of age or Disabled, and has lived in their Rental Unit for at least one year prior to the date of delivery to the Town Manager of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the Town Manager of the notice of intent to withdraw, provided that the Tenant gives written notice of their entitlement to the Landlord within 60 days of date of delivery to the Town Manager of the notice of intent to withdraw.

(b) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the Town Manager of the notice of intent to withdraw, subject to any adjustments otherwise available under section 5.55.080 of this Code.

(c) No party shall be relieved of the duty to perform any obligation under the lease or Rental Agreement during the extended tenancy.

(N) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Town Manager, and thereafter not later than December 31 of each calendar year for a period of two years, beginning with the year in which the six-month notice is given, the Landlord of any Property which contains or formerly contained one or more Rental Units which a Tenant or Tenants vacated pursuant to section 5.54.030(C)(7) shall notify the Town Manager, in writing, under penalty of perjury, for each such Rental Unit:

(1) Whether the Rental Unit has been demolished;

(2) If the Rental Unit has not been demolished, whether it is in use;

(3) If the Rental Unit is in use, whether that use is residential;

(4) If the Rental Unit is in residential use, the date the tenancy began, the name of the Tenant(s), and the amount of Rent charged.

(O) If a Rental Unit has been demolished, and one or more new units constructed on the lot, the Landlord shall furnish the information required by items (M)(2), (3) and (4), above, for each new unit. The Town Manager shall maintain a record of the notices received under this section and all notices received under this section for each Rental Unit withdrawn from the rental market pursuant to section 5.54.030(C)(7).

(P) The Town Manager shall notify each person who is reported as having become a Tenant in a vacated or new Rental Unit subject to the reporting requirements of subsection 5.54.060(N) that it maintains the records described in subsection 5.54.060(M), and that the Rent of the Rental Unit may be restricted pursuant to this Chapter.

(Q) The Town Manager shall maintain a register of all Rental Units withdrawn from Rent or lease under section 5.54.030(C)(7) and the Rent applicable to each unit at the time of withdrawal. The Town Manager shall inform Tenants displaced from units withdrawn from Rent or lease at the address provided by the Tenant, when the Landlord notifies the Town Manager that the Rental Unit or replacement unit will again be offered for Rent or lease within two years of the date of withdrawal.

(R) The Town Manager may investigate whether a Rental Unit that was withdrawn from Rent or lease has been again offered for Rent or lease, and whether the Landlord has complied with the provisions of this section.

5.54.070 REMEDIES.

Affirmative Defense. A Landlord's failure to comply with this Chapter, including but not limited to the identification of an applicable cause for termination described in section 5.54.030 and delivery of a completed notice of termination in accordance with the same, shall be an affirmative defense to an unlawful detainer action by Landlord.

(B) Civil Liability. Whenever a Landlord attempts to prevent a Tenant from acquiring any rights under this Chapter, retaliates against a Tenant for the exercise of any rights under this Chapter, or engages in activities prohibited under this Chapter, the Tenant may institute a civil proceeding for money damages or injunctive relief, or both. This section creates a private right of action to enforce all terms, rights, and obligations under this Chapter. Whoever is found to have violated this Chapter shall be subject to appropriate injunctive relief and shall be liable for damages, costs, and reasonable attorneys' fees, and whatever other relief the court deems appropriate. In the case of an award of damages, said award may be trebled if the trier of fact finds that the Landlord acted in knowing violation, reckless disregard, or otherwise willfully failed to comply with this Chapter. The court may award the defendant attorney's fees and costs as the prevailing party in cases where plaintiff's claim is deemed unreasonable, frivolous, meritless, or vexatious.

(C) Civil Actions to Determine Liability. Any Tenant may bring a civil action to determine the applicability of this Chapter to the tenancy.

(D) Other Private Rights of Action. Nothing herein shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-tenant third party for the damage done to said Landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action."

SECTION 3. Compliance with CEQA. The Town Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of the Ordinance may have a significant effect on the environment, in that this ordinance applies residential tenant protection to existing residential units in the Town of Fairfax, which is solely an administrative process resulting in no physical changes to the environment. Accordingly, this ordinance contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The Town Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Implementation Date. The provisions of the Chapter shall not be implemented by the Town of Fairfax until such time as sufficient agreements for implementation support, including, but not limited to, staffing, hearings, software and outreach, have been approved by the Town Council. Upon approval of said support agreements, the Town Council will set an implementation date by resolution.

SECTION 6. Effective Date and Posting. This Ordinance shall be effective 30 days following its adoption by the Town Council. Copies of this Ordinance shall, within fifteen days after its passage and adoption, be posted in three public places in the Town of Fairfax, to wit: 1. Bulletin Board, Town Hall Offices; Bulletin Board, Fairfax Post Office; and 3. Bulletin Board, Fairfax Women's Club.

The foregoing Ordinance was introduced at a special meeting of the Town Council on the 11th day of October, 2022, and duly adopted at the next regular meeting of the Town Council on the 2nd day of November, 2022, by the following vote, to wit:

AYES: ACKERMAN, CUTRANO, GODDARD, HELLMAN
NOES: COLER
ABSENT: None
ABSTAIN: None

/s/
Stephanie Hellman, Mayor

Attest: /s/
Michele Gardner, Town Clerk

11-04-22
Date

CITY OF LARKSPUR
Staff Report

May 22, 2023, Special City Council Meeting

DATE: May 17, 2023

TO: Honorable Mayor Paulson and the Larkspur City Council

FROM: Dan Schwarz, City Manager
Sky Woodruff, City Attorney

SUBJECT: PUBLIC HEARING #2 ON RENT STABILIZATION AND EVICTION PROTECTIONS

This hearing is a follow-up to a hearing held on May 8, 2023. The text of this report was provided for the May 8th hearing. New information and comments are highlighted within the body of the report.

ACTION REQUESTED

Conduct a public hearing and consider the possible format and details of ordinances concerning rent stabilization and eviction protections.

SUMMARY

Through public workshops and ad hoc committees, the City Council has explored the concepts of rent stabilization and eviction protections since the summer months of 2022. At its March 15, 2023, meeting, the Council decided to transition from exploring these topics to preparing and considering specific terms and regulations. To facilitate the hearing, staff has prepared a draft rent stabilization ordinance that reflects a combination of Council feedback to date and staff recommendations. The ordinance has some details left unspecified or blank, as the Council will need to use the hearing process to decide on these details. With respect to eviction protections, staff has provided a series of discussion topics that should be addressed in the public hearing in order to craft an ordinance.

The Council conducted a public hearing on May 8, 2023. During the public hearing, the Council provided some feedback to staff that is identified in the body of the report.

BACKGROUND AND DISCUSSION

All prior staff reports on these topics are incorporated by reference and should be considered as part of the record for the public hearing. These staff reports include examples of rent stabilization and eviction protection ordinances that the Council may wish to draw upon.

Rent Stabilization

During its workshops on rent stabilization, the Council expressed a desire that the ordinance it consider be as streamlined and easy to interpret and administer as possible. For the exercise of crafting the draft ordinance before the Council, staff reviewed ordinances across the state and concluded that the rent stabilization ordinance of the City of Oxnard would provide a good basis for Larkspur's draft. Oxnard's ordinance appears to have taken the general structure of the Tenant Protection Act and added the necessary elements for a local ordinance.

The draft before the Council provides for the following:

- Local rent stabilization based on a rent increase ceiling ("cap"). The cap is the amount rent can be increased in a 12-month period without requiring submission of an application to the City. The cap is left unspecified. Staff previously recommended a fixed cap and suggested 4%. The Council indicated it did not agree with staff's recommendation but was unable to agree upon a cap. As a basis for the Council's determination of a cap, the Council may want to discuss the two extremes of its array of alternatives, the Tenant Protection Act (5% + CPI, not to exceed 10%) and the Town of Fairfax ordinance (two-thirds of CPI or 5%, whichever is lower). All other ordinances staff reviewed fall somewhere between these two options.

  At its May 8 meeting, the Council discussed setting a cap. Two ideas were offered for discussion:
  - two-thirds of CPI or 5%, whichever is lower; and
  - 5%+CPI or 7%, whichever is lower.

- A right to a fair return application process by which a landlord can appeal to exceed the cap. The process includes notice to all affected tenants, who would then have a period to comment on the application. Key factors that will be considered in such applications are described in the ordinance. The draft ordinance delegates authority to the City Manager and staff to review the application by creating a process and methodology that involves the use of experts in the economics of rental properties – a cost borne by the applicant.

- The determination of the City Manager or designee is final and not subject to appeal. This approach eliminates the need for an appeals board. If a party is not satisfied with the determination of the City Manager, they would appeal to the courts.

  Staff believes it might be helpful to offer mandatory mediation as an option for tenants to invoke if the City Manager determines that an increase above the cap should be allowed. Such a provision is not in the Oxnard ordinance, but staff believes it might be helpful in giving the tenant a final opportunity to speak with the landlord in a neutral setting. If the outcome of mandatory mediation is not satisfactory, the tenant would still have the option to challenge the determination of the City Manager through the courts.

  If the Council does not agree with staff's recommendation to make the City Manager's determination final and not subject to appeal, the alternative is to create an appeals board. This board can be appointed or the Council can sit as the appeals board. If the Council prefers an appeals board, staff recommends following the approach of the City of Fremont, which is to have an appointed board comprised of two landlords, two tenants, and a resident who is neither a landlord or a tenant.

  At the May 8 meeting, some of the Councilmembers expressed a preference for an appeals board.

- As drafted the rent stabilization regulations would apply to the same properties as the Tenant Protection Act. Properties excluded would be:
    - Single-family homes, unless owned by a real estate investment trust, a corporation, or an LLC in which one member is a corporation.
    - Duplexes, if the owner lives in one of the units and the beginning of the rental tenancy.
    - Property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.
    - Affordable housing restricted by deed or regulatory agreement.
    - Specified dormitories.

  If Council is interested in exempting additional property types, such as four-unit apartment buildings, Council should provide direction to staff. Additional legal research might be required to ensure that the exemption is defensible.

  Additionally, under Costa-Hawkins and the Tenant Protection Act, new housing that received a certificate of occupancy **after** February 1, 1995, would be exempt from the City's rent regulations. New housing that received a certificate of occupancy within the last 15 years is covered by the Tenant Protection Act (this applies on a rolling basis - i.e.. a unit that received a certificate of occupancy on January 1, 2006, is not covered as of January, 1 2020, but is covered on and after January 1, 2021).

  At the May 8 meeting, there seemed to be consensus to exempt Accessory Dwelling Units (ADUs).

- A rent stabilization program fee shall be paid annually by landlords to fund the rent stabilization program. The ordinance allows this fee to be established by resolution and will require that landlords register their units with the City. A resolution will be brought to the Council if the ordinance moves forward.

In addition, staff has not yet prepared recitals for the ordinance. Staff will craft recitals based on the reasons the Council has stated that it is considering this ordinance. If the Council has any specific points it wants made in the recitals, it should give that direction to staff.

Eviction Protections

Eviction protections are generally viewed as a necessary complement to rent stabilization because they mitigate the incentive to evict for the purpose of increasing a unit's rent to market rate. The Tenant Protection Act of 2019 codified certain eviction protections as state law. Under the Act, there are two categories of "just cause" for eviction, "At Fault" causes and "No Fault" causes. Generally, a tenant is "at fault" when they violate the terms of the lease or prevailing law (which is often cited in the lease). A "no fault" eviction takes place when a tenant is evicted for allowable reasons that are beyond the control of the tenant.

Under the Act, the following are the enumerated "at fault" reasons why a tenant may be evicted:

- Non-payment of rent;
- Breach of a material term of the rental agreement that has not been corrected after written notice under CC §1161(3) (the new law requires the landlord to serve an additional 3-day notice to quit after the cure period is passed);
- Maintaining or committing a nuisance as described in CC §1161(4);

- Maintaining or committing waste as described in CC §1161(4);
- Termination of the rental agreement without renewal (i.e. the tenant refuses to sign a written extension or renewal after written request or demand from the owner);
- Criminal activity by the tenant;
- Unapproved subtenant;
- The tenant has refused to give the landlord access to the unit as permitted by law;
- Illegal use of the unit;
- Failure to vacate after termination of employment or agency as described in CC §1161(1); and
- Failure to deliver possession after the tenant provides written notice of intent to vacate or makes a written offer of surrender that is accepted by the landlord.

The Act lists four "no fault" reasons that a tenant can be evicted.

- The owner, spouse, domestic partner, children, grandchildren, parents or grandparents intends to occupy the unit. For new or renewed leases entered into on or after July 1, 2020, the tenant must agree to this in writing;
- Withdrawal of the unit from the rental market;
- Compliance with a government or court order or local ordinance that necessitates vacating the premises; and
- Demolition or substantial remodel of the unit.

The Act provides for relocation assistance— equal to one month of rent either paid directly to the tenant or waived by the landlord—in the event of a no fault eviction.

The Act's eviction protections are distinct from rent regulation in that they apply broadly to most forms of rental housing.

The Council can opt to codify the Tenant Protection Act as local law or it can use the Act as a basis for local regulation with additional provisions added. Should the Council wish to modify the provisions of the Act, staff requires direction on the following concepts: relocation assistance, time off market and right of return, and the definition of a substantial repair. Additionally, the Council should have a discussion about whether the eviction protections should apply to all rental units or whether there should be exceptions.

Relocation Assistance

Most eviction protection ordinances stipulate that relocation assistance should be paid when a tenant is subject to a no fault eviction that is anticipated to be permanent. State law says relocation assistance shall be an amount equal to one month of rent. Some local ordinances specify a dollar amount (Berkeley and Santa Monica both start at $15,000, with various provisions driving the figure upward), while others state the greater of a dollar amount or certain number of month's rent (Concord and Oxnard use the greater of $5,000 or two-months rent).

Some, but not all local ordinances, also address temporary relocation (such as when a unit needs repairs that require the tenant to move out for a specified period). In such circumstances, some cities require full payment of all "reasonable" expenses incurred by the tenant. Other ordinances provide details about the amount per diem for certain expenses. Typically, if the tenant opts for a landlord to pay temporary relocation costs, the tenant must continue to pay rent. Some ordinances offer the tenant the option to stop paying rent during the temporary relocation period in lieu of receiving assistance.

- *Does the Council want to require relocation assistance for permanent no fault evictions in excess of one month of rent?*
  If so, staff recommends the approach of $5,000 or two-months rent, whichever is greater. This approach offers ease of understanding and ability to regulate.

- *Does the Council want to require relocation assistance for temporary evictions – evictions where the tenant will be returning to the unit after repairs are made?*
  If so, staff recommends a provision that a tenant shall not be required to pay rent during the period of temporary relocation.

At the May 8 meeting, the Council appeared to want to establish relocation assistance at either 3 months or 4 months of rent, with some minimum amount also specified.

Time Off the Market and Right of Return
Some local ordinances state that if a tenant is subjected to a no fault eviction, the underlying circumstance that justified that eviction must remain in place for a certain amount of time. For example, if a tenant is evicted so that a relative of a landlord can occupy the unit, that relative must occupy the unit for specified amount of time before the unit can be made available for rent at market rate. The length of this time period varies, with some ordinances requiring 12 months to pass and others requiring as many as 36 or 60 months. If a landlord wants to rent the unit before this time period ends, the ordinance states whether a financial penalty must be paid to the previously evicted tenant. Alternatively, or in addition to a penalty, some ordinances provide a right of return for the evicted tenant. A right of return means that because the specified time period did not toll, the tenant may return to the unit at the rental rate that was in place at the time of eviction.

- *Does the Council want to require that a unit that has been vacated through a no fault eviction remain off the market for a specified period.*
  If so, staff recommends a period of one year.

- *If the landlord wants to rent the unit before the specified period ends, does the Council want to require the landlord to pay a penalty to the evicted tenant?*
  Staff believes the right of return would be a sufficient provision.

- *If the landlord wants to rent the unit before the specified time period ends, does the Council want the evicted tenant to have the right of return at the rental rate that was in place at the time of eviction?*
  If the Council opts for a time period for the unit to be off the market, staff recommends that the evicted tenant have the right to return at the previously paid rental rate should the landlord wish to rent the apartment before the specified period has ended.

At the May 8 meeting, there appeared to be consensus for establishing a right of return, but Council did not find agreement on a time period.

Definition of a Substantial Remodel
Most local ordinances attempt to define a substantial remodel. Staff recommends that the definition include that the work requires a permit, requires the tenant to vacate, and will take more than 30 days.

STAFF RECOMMENDATION

Conduct a public hearing and provide direction to staff.

To help the Council advance its discussions, staff has attached a sample of rent stabilization and eviction protection ordinances adopted by other cities. The Council may wish to discuss the elements of these examples in the context of potential Larkspur ordinances. The ordinances by Oxnard align closely to the Tenant Protection Act and appear to be an effort to use the parameters of state law to craft a local ordinance. The ordinance from Bell Gardens (rent stabilization and eviction protections are combined in one ordinance) was referenced at the May 8 hearing. It contains one of the lowest caps in the state, but

also offers a provision for landlords with below-market rents to “catch-up.” The ordinances from Fairfax are based on a “model ordinance” that the Council received from the Democratic Socialists of America and the Skylark tenants Association.

Respectfully submitted,
Dan Schwarz, City Manager

Attachments

1. Draft rent stabilization ordinance with some provisions unspecified (revised to delete incorrect references to mobile homes in the May 8, 2023, version)
2. Sample Ordinances from Oxnard, Fairfax, and Bell Gardens

CITY OF LARKSPUR
ORDINANCE XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LARKSPUR AMENDING THE LARKSPUR MUNICIPAL CODE TO ADD CHAPTER XX.XX AND ESTABLISHING RENT STABILIZATION REGULATIONS INCLUDING PROHIBITING RESIDENTIAL REAL PROPERTY RENTAL RATE INCREASES THAT EXCEED XXX PERCENT (X%) ANNUALLY

[RECITALS TO BE ADDED TO SUPPORT LEGAL BASIS FOR ADOPTING RENT STABILIZATION REGULATIONS]

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LARKSPUR DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

Section 2. Amendment of Larkspur Municipal Code to Add Chapter XX. The Larkspur Municipal Code is hereby amended by adding a new Chapter XX, which shall read as follows:

XX.XX.010 Title.

This ordinance shall be known as the Larkspur Rent Stabilization Ordinance.

XX.XX.020 Purpose and Intent.

A. It is the purpose and intent of this chapter to adopt a rent stabilization ordinance for the City that ensures affordable rental rates for tenants while still allowing for landlords to realize a fair state of return as defined herein.

B. The City Council finds that the prohibitions herein are necessary for the preservation and protection of the public health, safety and/or welfare. These prohibitions are within the authority conferred upon the City Council by state law and are an exercise of its police powers to enact and enforce regulations for the public health, safety and/or welfare.

XX.XX.030 Definitions.

"Fair return petition" shall mean a petition made by an owner of residential real property for a rent increase in excess of that provided in section XX.XX.040 in order to obtain a fair and reasonable return on their property.

"Reasonable rate of return" shall have the meaning assigned the term by California and Federal courts in precedential published opinions regarding rent stabilization ordinances for residential tenancies. Generally, within the context of a rent stabilization ordinance the term refers to a rate of just and reasonable return on an owner's property that is high enough to encourage and reward efficient management, discourage the flight of capital, maintain

adequate services, and enable operators to maintain and support an owner's credit status, but not so high as to defeat the purpose of curtailing excessive rents and rental increases.

"Rent" shall mean all periodic payments and all nonmonetary consideration, including, but not limited to, the fair market value of goods and services rendered to or for the benefit of the owner under an agreement concerning the use or occupancy of residential real property, including, but not limited to, all payment and consideration demanded or paid for parking, pets, furniture and subletting.

XX.XX.040 Prohibited Increases.

Increases in rent on residential real property in the City in excess of X%, and more than one rent increase in any 12 month period, are prohibited, unless approved pursuant to a fair return petition pursuant to this Chapter or expressly exempt under the Costa Hawkins Rental Housing Act codified in Cal. Civil Code, Section 1954.50 et seq.

XX.XX.050 Reasonable Rate of Return.

The adjustment of residential real property rent of up to X% is found and determined to provide a just and reasonable return on an owner's property. Notwithstanding the foregoing, however, any owner of residential real property who contends that the limit on rental increases set forth in section XX.XX.040 above will prevent the owner from receiving a fair and reasonable return on their property may petition for relief from the cap set forth in section XX.XX.040 pursuant to the procedures set forth in section XX.XX.060 below.

XX.XX.060 Fair Return Petition for Rent Increase.

A. An owner of residential property may petition for a rent increase in excess of that provided in section XX.XX.040 in order to obtain a fair and reasonable return on their property. Such a fair return petition shall be on an application form prescribed by the City Manager and shall be decided by the City Manager, or their designee. The owner shall provide a copy of any fair return petition submitted to the City to the applicable tenant(s), and provide the City with proof of completing such service to the applicable tenant(s). The owner shall be responsible for accurately translating the fair return petition into the primary language(s) spoken by the applicable tenant(s). The tenant(s) will then have 30 days from the date of receiving the fair return petition to reply or provide additional materials to the City in response to the fair return petition. The owner shall bear the burden of establishing that a rate increase in excess of that provided in section XX.XX.040 is necessary to provide the owner with a fair and reasonable return on their property, including by providing an independent financial report and verified financial data demonstrating that without such an increase the owner will not realize a fair and reasonable return on their property.

B. The owner shall be responsible for all costs associated with the City's review of the fair return petition. Upon receipt of a fair return petition, the City Manager shall determine the anticipated costs of review and whether the employment of expert(s) will be necessary or appropriate for a proper analysis of the owner's request. If the City Manager so determines, the City Manager shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the owner, and the fair return shall not be further processed until the owner has paid to the City the estimated cost of the complete analysis. The City shall provide owner with an invoice of all costs incurred after the review of the fair return petition. Any unused portion of this advance payment for

analysis shall be refunded to the owner. If additional funds are required, payment of such funds shall be required before owner receives the determination on the fair return petition from the City.

C. The factors the City Manager may consider in deciding a fair return petition may include, but not be limited to:

(1) Changes in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward, CA Area published by the Bureau of Labor Statistics.

(2) The length of time since the last determination by the City Manager on a rent increase application, or the last rent increase if no previous rent increase application has been made.

(3) The completion of any capital improvements or rehabilitation work related to the spaces specified in the fair return petition, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the City Manager deems appropriate.

(4) Changes in property taxes or other taxes related to the subject residential real property or land on which the home is located.

(5) Changes in the rent paid by the owner for the lease of the residential real property or land on which the home is located.

(6) Changes in the utility charges for the subject residential property paid by the owner, and the extent, if any, of reimbursement from the tenants.

(7) Changes in reasonable operating and maintenance expenses.

(8) The need for repairs caused by circumstances other than ordinary wear and tear.

(9) The amount and quality of services provided by the owner to the affected tenant(s).

D. A fair return petition shall be decided by the City Manager within 60 calendar days of the date that the application has been deemed complete, including proof of service of the fair return petition on the applicable tenant(s). The decision shall be emailed and sent by mail, with proof of mailing to the subject property owner, the owner's designated representative(s) for the fair return petition, the applicable tenant(s), and the designated representative of the tenant(s), if any. The decision shall be translated into the primary language(s) spoken by the applicable tenant(s).

E. In the event that an affected tenant is dissatisfied with the approval or partial approval of a fair return petition, an affected tenant may invoke a mandatory mediation requirement , as set forth below. An approved or partially approved rent increase shall not become effective until after the period to invoke mandatory mediation passed or, if mandatory mediation has been invoked, after the mandatory mediation process has been completed. Such mediation is not binding, and either tenant or owner may challenge the

City Manager's decision on the fair return petition in the event that the parties do not reach an agreement as a result of the mediation.

F. [MANDATORY MEDIATION PROCESS TO BE ADDED IF COUNCIL DIRECTS—COULD BE INVOKED BY TENANT ONLY IF FAIR RETURN PETITION APPROVED OR PARTIALLY APPROVED]

G. The regulations governing appeal, review and rehearing of decisions set forth in Municipal Code Chapter 2.50 shall not be applicable to the City Manager's decision on a fair return petition. Any applicable statute of limitation to challenge the City Manager's decision on a fair return petition shall be tolled during any mandatory mediation process under this Chapter.

XX.XX.070 Exemptions.

A. Pursuant to the Costa-Hawkins Rental Housing Act, the provisions of this chapter regulating the amount of rent that a residential real property owner may charge shall not apply to the following: any residential real property that has a certificate of occupancy issued after February 1, 1995 (Cal. Civil Code, Section 1954.52(a)(1)), and any other provisions of the Costa-Hawkins Rental Housing Act addressing exemptions, as applicable.

B. Pursuant to the Tenant Protection Act of 2019, Cal. Civil Code, Section 1947.12(d), the provisions of this chapter regulating the amount of rent that a residential real property owner may charge shall not apply to the following:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low or moderate income, as define in Cal. Health and Safety Code, Section 50093 or comparable federal statutes.

(2) Dormitories owner and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(3) Residential real property that is alienable, separate from the title to any other dwelling unit, provided that both of the following apply:

(a) The owner is not any of the following:

1. A real estate investment trust, as defined in section 856 of the Internal Revenue Code.

2. A corporation.

3. A limited liability company in which at least one member is a corporation.

(b) At the time the tenancy is created:

1. The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Larkspur Municipal Code Chapter XX.XX, and the owner is not any of the following: (1) a real estate investment trust, as defined by section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

2. For a tenancy existing before the effective date of this chapter, the notice required under subsection (1) above may, but is not required to, be provided in the rental agreement.

3. For a tenancy commenced or renewed on or after the effective date of this chapter, the notice required under subsection (1) above must be provided in the rental agreement.

(4) A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

C. The provisions of this chapter regulating the amount of rent that a residential real property owner may charge shall not apply to the following:

(1) Rent charged for tenancy in a mobilehome or recreational vehicle or for occupancy of a space in a mobilehome or recreational vehicle park.

(2) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of less than 30 days, and other transient occupancies as defined in Cal. Civil Code, Section 1940(b).

(3) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled; a rental unit in a transitional housing program that assists homeless persons as defined in Cal. Civil Code, Section 1954.12; a convent or monastery owner and operated by a religious organization; and a fraternity or sorority house affiliated with a college or university.

(4) A unit that the owner or the owner's immediate family occupied as their principal place of residence at the beginning of the tenancy so long as the owner or the owner's immediate family continues in occupancy.

XX.XX.080 Rent Increase Ineffective.

No rent increase shall be effective if the owner:

A. Fails to substantially comply with all provisions of this chapter, including but not limited to the failure to provide notices as required; or

B. Fails to maintain the residential real property in compliance with Cal. Civil Code, Sections 1941.1 et seq. and Cal. Health and Safety Code, Sections 17920.3 and 17920.10; or

C. Fails to make repairs ordered by the city or court of competent jurisdiction.

XX.XX.090 Notice Requirements.

A. An owner of any residential real property subject to this chapter shall, on or before the date of commencement of a tenancy, give the tenant a written notice in a form prescribed by the city which must include the following information:

(1) The existence and scope of this Chapter 20 of the City Code; and

(2) The tenant's right to respond to any fair return petition filed with the city by the owner pursuant to section XX.XX.060.

B. As part of any notice to increase rent, an owner must include:

(1) Notice of the existence of this Chapter 20 of the City Code; and

(2) The tenant's right to respond to any fair return petition filed with the city by the owner and right to invoke mandatory mediation of an approved or partially approved fair return petition pursuant to section XX.XX.060.

(3) No rent increase shall take effect until the requirements of this chapter have been met.

(C) When the owner and tenant have entered into a written lease, the owner must give notices to the tenant in the language used in the lease. When the owner and tenant have not entered into a written lease, the owner must give notices to the tenant in the language that the owner and tenant used to negotiate the terms of the tenancy.

XX.XX.100 Violations.

A. It shall be unlawful and a public nuisance for any person to violate or fail to comply with any provision of this chapter. The City may enforce and seek compliance with the provisions of this chapter using the criminal, civil, and administrative remedies set forth in Chapter 9.24 of this Code in addition to any other legal remedy available to the City. Any violation of any provision of this chapter may be subject to the criminal, civil, and administrative penalties set forth in Chapter 9.24 of this Code.

B. Any owner who intentionally demands, accepts or retains any payment in violation of the provisions of this chapter shall be liable in a civil action to the tenant from whom such payment is demanded, accepted or retained for damages in the sum of three times the amount by which the payment demanded, accepted or retained exceeds the maximum amount which could be lawfully demanded, accepted or retained together with reasonable attorneys' fees and costs as determined by the court.

XX.XX.110 Fees Established.

Owners subject to this chapter shall pay a rent stabilization program fee annually as established by City Council resolution. The rent stabilization program fee is to fund the City's cost to implement and enforce the provisions of this Chapter.

Section 3. Compliance with the California Environmental Quality Act. The approval of this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). The rent stabilization regulations imposed by the adoption of this Ordinance are to prohibit increases in excess of a certain amount of rent on an annual basis; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the regulations are not a project within the meaning of CEQA because it creates a regulatory mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. Therefore, pursuant to CEQA Guidelines section 15060 CEQA analysis is not required.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 5. Effective Date and Publication. This Ordinance shall become effective thirty (30) days after it is adopted.

IT IS HEREBY CERTIFIED that the foregoing ordinance was duly introduced at a regular meeting of the Larkspur City Council held on _____, 2023 and thereafter passed and adopted by the Larkspur City Council, subject to voter approval, on _____, 2023 by the following vote, to wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER

_____
Mayor

ATTEST:

_____
City Clerk

5346206.3

ORDINANCE NO. 3013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE II TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING RENT STABILIZATION REGULATIONS INCLUDING PROHIBITING RESIDENTIAL REAL PROPERTY RENTAL RATE INCREASES THAT EXCEED FOUR PERCENT (4%) ANNUALLY

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. The City Council of Oxnard hereby finds, determines and declares as follows:

A. At the City Council meetings on October 19, 2021, February 9, 2022, and April 13, 2022, the City Council discussed the City of Oxnard's ("Oxnard" or "City") ability to address rent increases on residential real property.

B. The increasing housing rent burden and poverty faced by many residents in the City threatens the health, safety, and welfare of its residents by forcing them to choose between paying rent and providing food, clothing, and medical care for themselves and their families.

C. The average household in the City has a median annual income of $72,843, which is below the State median income ($80,440) and the Ventura County median income ($92,236). The median income in the City is also substantially lower than some of its neighboring cities, such as Thousand Oaks ($109,378). The City's housing stock consists of 51,460 units—27,631 of which are owner-occupied and 23,829 of which are renter-occupied.

D. The U.S. Census Bureau uses a set of money income thresholds that vary by family size and composition to determine who classifies as impoverished. According to the Census Bureau, in 2019, the City had a poverty rate of 13.8%--a number that is higher than the national average of 12.3%.

E. Between 1996 and 2016, median home sales prices in the Southern California Association of Governments ("SCAG") region increased 206% from $180,870 to $552,994. During that same period the median income decreased by $3,616 (when adjusted to 2016 dollars). In Oxnard, the median home price increased by 40.2% between 2013-2019 ($323,700 to $453,900). However, during that same period, the median family income in Oxnard grew at a disproportionate rate of 19% ($60,784 to $72,843).

F. The increase in the cost of housing within the City can be attributed to new developments in the past 20 years, such as new communities like Seabridge, RiverPark and Victoria Estates where a three bedroom home ranges from $700,000 to $2,000,000. The two-bedroom average rent in the City has increased by 18% over the past three years from $1,823 to $2,155, which indicates that households with the median income of $72,843 cannot afford or would struggle to afford the average rent. A household with a median income of $72,843 living in a two bedroom unit costing $1,823 per month, would need to spend 30% of their income on housing.

G. In the City, approximately 6,839 renter-occupied households had more than one occupant per room, which meets California's definition for overcrowding. Further, approximately 2,500 renter-occupied households had more than 1.5 occupants per room, which meets California's definition of severe overcrowding.

H. The housing rent burden and poverty faced by many residents in Oxnard threatens the health, safety, and welfare of its residents, particularly when resulting in eviction and displacement. Studies have shown that evictions play an impactful role in the lives of low income renter households and can also contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children.

I. Moreover, an eviction can remain on a renter's credit history for at least seven years, impacting one's ability to rent and find employment opportunities.

J. The Costa-Hawkins Rental Housing Act, *California Civil Code* section 1954.50, et seq., limits the applicability of local rent stabilization policies, including prohibiting local jurisdictions from applying rent stabilization to certain residential rental properties. This Ordinance intends to comply with the Costa-Hawkins Rental Housing Act, and all other applicable state and federal laws.

K. Increasing the number of homeless residents in Oxnard, particularly elderly residents who may be in need of medical or other care, could create a public health and safety risk.

L. The economic conditions and recognized housing shortage in Southern California have the potential to detrimentally impact a substantial number of residents in Oxnard, and impose a particular hardship on senior citizens, persons living on fixed incomes, and other vulnerable persons living in Oxnard.

M. The Mobilehome Residency Law ("MRL"), *California Civil Code* sections 798, et seq., expressly authorizes cities to regulate the setting and/or increasing of rents for the use and occupancy of a mobile home space, subject to certain exceptions.

N. Through City Code Chapter 24, Article I, the City previously established a rent stabilization system for mobile home parks, and the City Council desires to leave that system intact.

O. With the exception of City Code Chapter 24, Article I, the City has not previously regulated the setting and increasing of rents for residential real property. Given the concerns discussed herein, the City Council desires to evaluate rent stabilization policies protecting residents outside of mobile home parks from unreasonable rent increases, while ensuring that the owners of residential real property may earn a fair and reasonable return on their property.

P. Pursuant to the City's police power, as granted broadly under Article XI, section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, and welfare of the City and its residents.

Q. Based on the foregoing facts, and the facts presented to the City Council at the meetings at which this ordinance was introduced and adopted, the City Council finds that allowing owners of residential real property to have unfettered discretion to increase rents would pose a threat to the public health, safety, and welfare, and that a prohibition of rent increases, except as allowed herein, is therefore necessary.

R. The City Council hereby adopts these regulations in order to address the threats set forth below.

1. Absent the adoption of this ordinance, as a result of the economic conditions and recognized housing shortage in Southern California, significant rent increases will impact a substantial number of residents in Oxnard and constitute a threat to public health, safety, and welfare, and a particular hardship for senior citizens, persons living on fixed incomes, and other vulnerable persons living in the City;

2. For the preservation of the public peace, health, and safety, the City Council finds that it is necessary to adopt an ordinance stabilizing rents for all of the reasons set forth in the recitals above, which are hereby incorporated by reference; and

3. Certain aspects of public health, safety, and welfare are not adequately protected by the City's existing mobile home park rent stabilization system both because of that system's limited scope and due to the City's lack of rent stabilization mechanics or controls on residential real property generally, and it is in the interest of the City, owners, residents, and the community as a whole that the City adopt regulations to protect affordable housing within the City, including, but not limited to, rent stabilization regulations applicable to residential real property generally.

S. The direction for this ordinance dated October 19, 2021, February 9, 2022, and April 13, 2022, shall be incorporated herein by this reference, and together with this ordinance, any amendments or supplements, and oral testimony, shall constitute the necessary findings for this ordinance.

T. The City Council finds, determines and declares that the threat to the public health, safety, and welfare of the City and its residents necessitates the enactment of the ordinance.

Section 2. The recitals and statements of fact set forth in the preamble to this ordinance are true and correct, constitute a substantive part of this ordinance, and are incorporated herein by this reference.

Section 3. Chapter 27, Article II, is hereby added to the City Code to read as follows:

"Article II: RENT STABILIZATION

SEC. 27–20. CITATION.

This Article shall be known as the "Rent Stabilization Ordinance."

SEC. 27-21. PROHIBITED INCREASES.

Increases in rent on residential real property in the city of Oxnard in excess of four percent (4%), and more than one rent increase in any twelve (12) month period, are prohibited, unless expressly exempt under the Costa-Hawkins Rental Housing Act codified in California Civil Code section 1954.50, et seq.

SEC. 27–22. REASONABLE RATE OF RETURN.

This ordinance allows for an annual adjustment of residential real property rent of up to four percent (4%). Such an increase is found and determined to provide a just and reasonable return on an owner's property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing excessive rents and rental increases. Notwithstanding the foregoing, however, any owner of residential real property who contends that the limit on rental increases set forth in Section 27–21 above will prevent the owner from receiving a fair and reasonable return on their property may petition for relief from the cap set forth in section 27–21 pursuant to the procedures set forth in section 27–23.

SEC. 27–23. FAIR RETURN PETITION FOR RENT INCREASE.

(A) An owner of residential real property may petition for a rent increase in excess of that provided in section 27–21 in order to obtain a fair and reasonable return on their property ("Fair Return Petition"). Such Fair Return Petition shall be on an application form prescribed by the City Manager and shall be decided by the City Manager, or their designee ("City Manager"). Owner shall provide a copy of any Fair Return Petition submitted to the city to the applicable tenant(s), and provide City with proof of completing such service to the applicable tenant(s). The tenant(s) will then have thirty (30) days from the date of receiving the Fair Return Petition to reply or provide additional materials to the City in response to the Fair Return Petition. The owner shall bear the burden of establishing that a rate increase in excess of that provided in section 27-21 is necessary to provide the owner with a fair and reasonable return on their property, including by providing an independent financial report and verified financial data demonstrating that without such an increase, they will not realize a fair and reasonable return on their property.

(B) Owner shall be responsible for all costs associated with the City's review of the Fair Return Petition. Upon receipt of a Fair Return Petition, the City Manager shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the owner's request. If the City Manager so determines, the City Manager shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the Owner, and the Fair Return Petition shall not be processed until the owner has paid to the city the estimated cost of the complete analysis. City will provide owner with an invoice of all costs incurred after the review of the Fair Return Petition. Any unused portion of the advance payment for analysis shall be refunded to the owner. If additional funds are required, payment will be required before Owner receives the determination on the Fair Return Petition from the city.

(C) The factors the City Manager may consider in deciding a Fair Return Petition may include, but not be limited to:

(1) Changes in the Consumer Price Index for All Urban Consumers in the Oxnard-Thousand Oaks-Ventura Metropolitan Area published by the Bureau of Labor Statistics.

(2) The length of time since the last determination by the City Manager on a rent increase application, or the last rent increase if no previous rent increase application has been made.

(3) The completion of any capital improvements or rehabilitation work related to the residential real property or mobile home space or spaces specified in the Fair Return Petition, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the City Manager deems appropriate.

(4) Changes in property taxes or other taxes related to the subject residential real property or mobile home park.

(5) Changes in the rent paid by the owner for the lease of the residential real property or land on which the subject mobile home park is located.

6) Changes in the utility charges for the subject residential real property or mobile home park paid by the owner, and the extent, if any, of reimbursement from the tenants.

(7) Changes in reasonable operating and maintenance expenses.

(8) The need for repairs caused by circumstances other than ordinary wear and tear.

(9) The amount and quality of services provided by the owner to the affected tenant(s).

(D) A Fair Return Petition shall be decided by the City Manager within sixty (60) calendar days of the date that the application has been deemed complete, including proof of service of the Fair Return Petition on the applicable tenant(s). The decision shall be emailed and sent by mail, with proof of mailing to the subject property owner, the owner's designated representative(s) for the Fair Return Petition, the applicable tenant(s), and the designated representative of the tenant(s), if any. The decision of the City Manager shall be final and not appealable.

SEC. 27–24. EXEMPTIONS.

(A) Pursuant to the Costa-Hawkins Rental Housing Act, the provisions of this ordinance regulating the amount of rent that a residential real property owner may charge shall not apply to the following: any residential real property that has a certificate of occupancy issued after February 1, 1995 (California Civil Code section 1954.52(a)(1)); and, any other provisions of the Costa-Hawkins Rental Housing Act addressing exemptions, as applicable.

(B) Pursuant to the Tenant Protection Act of 2019, California Civil Code section 1947.12(d), the provisions of this ordinance regulating the amount of rent that a residential real property owner may charge shall not apply to the following:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides

housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

(2) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(3) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(a) The owner is not any of the following:

i. A real estate investment trust, as defined in section 856 of the Internal Revenue Code.

ii. A corporation.

iii. A limited liability company in which at least one member is a corporation.

(b) At the time the tenancy is created:

i. The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Oxnard City Code Chapter 27, Article II and the owner is not any of the following: (1) a real estate investment trust, as defined by section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

ii. For a tenancy existing before the effective date of this ordinance, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

iii. For a tenancy commenced or renewed on or after the effective date of this ordinance, the notice required under clause (i) must be provided in the rental agreement.

(4) A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy

so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

(C) The provisions of this ordinance regulating the amount of rent that a residential real property owner may charge shall not apply to the following:

(1) A unit subject to City Code Chapter 24, Article I, the City's Mobile Home Park Rent Stabilization System.

(2) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of less than 30 days; and other transient occupancies as defined in California Civil Code section 1940, subdivision (b).

(3) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled; a rental unit in a transitional housing program that assists homeless persons as defined in California Civil Code section 1954.12; a convent or monastery owned and operated by a religious organization; and a fraternity or sorority house affiliated with a college or university.

(4) A unit that the owner or the owner's immediate family occupied as their principal place of residence at the beginning of the tenancy so long as the owner or the owner's immediate family continues in occupancy.

SEC. 27–25. RENT INCREASE INEFFECTIVE.

No rent increase shall be effective if the owner:

(A) Fails to substantially comply with all provisions of this article, including but not limited to the failure to provide notices as required; or

(B) Fails to maintain the residential real property in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code sections 17920.3 and 17920.10; or

(C) Fails to make repairs ordered by the city or court of competent jurisdiction.

SEC. 27–26. NOTICE REQUIREMENTS.

(A) An owner of any residential real property subject to this article shall, on or before the date of commencement of a tenancy, give the tenant a written notice in a form prescribed by the City which must include the following information:

(1) The existence and scope of this Chapter 27, Article II of the City Code; and

(2) The tenant's right to respond to any Fair Return Petition filed with the City by the owner pursuant to section 27-23.

(B) As part of any notice to increase rent, an owner must include:

(1) Notice of the existence of this Chapter 27, Article II of the City Code; and

(2) The tenant's right to respond to any Fair Return Petition filed with the City by the owner pursuant to section 27-23, unless such rent increase is pursuant to an approved Fair Return Petition.

(3) No rent increase shall take effect until the requirements of this article have been met.

(C) When the owner and tenant have entered into a written lease, the owner must give notices to the tenant in the language used in the lease. When the owner and tenant have not entered into a written lease, the owner must give notices to the tenant in the language that the owner and tenant used to negotiate the terms of the tenancy.

SEC. 27–27. DEFINITION OF RENT.

For the purposes of this article, "Rent" means all periodic payments and all nonmonetary consideration, including, but not limited to, the fair market value of goods or services rendered to or for the benefit of the owner under an agreement concerning the use or occupancy of residential real property, including, but not limited to, all payment and consideration demanded or paid for parking, pets, furniture, and subletting.

SEC. 27–28. VIOLATIONS.

(a) It shall be unlawful for any person to violate or fail to comply with any provision of this article. The violation of any provision of this article shall first be punished through the use of a civil citation, prior to prosecution as a misdemeanor, infraction, or civil injunction as provided in City Code section 1-10.

(b) Any owner who intentionally demands, accepts or retains any payment in violation of the provisions of this article shall be liable in a civil action to the tenant from whom such payment is demanded, accepted, or retained for damages in the sum of three times the amount by which the payment demanded, accepted, or retained exceeds the maximum amount which could be lawfully demanded, accepted, or retained together with reasonable attorneys' fees and costs as determined by the court.

SEC. 27–29. FEE ESTABLISHED.

Owners subject to this Ordinance shall pay the rent stabilization fee as established by city council resolution. The rent stabilization program fee is to fund the city's cost to implement and enforce the provisions of this Ordinance.

SEC. 27–30. SUNSET.

This Article shall automatically sunset on December 31, 2030."

Section 4. The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in section 15378 of the State CEQA Guidelines.

Section 5. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared invalid or unconstitutional.

Section 6. Within 15 days after passage, the City Clerk shall cause a summary of this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. 3013 was first read on April 13, 2022, and finally adopted on May 3rd, 2022, to become effective thirty (30) days thereafter.

Section 7. This ordinance shall become effective thirty (30) days after it is finally adopted. The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 3rd day of May, 2022, by the following vote:

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AYES: Councilmembers Basua, Lopez, Madrigal, Teran and Zaragoza

NOES: Councilmembers MacDonald and Perello

ABSENT: None.

ABSTAIN: None.

John C. Zaragoza, Mayor

ATTEST:

R. Chaparro 5/3/22

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

5/3/2022

Stephen M. Fischer, City Attorney

ORDINANCE NO. 3012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE I TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING JUST CAUSE EVICTIONS AND OTHER TENANT PROTECTIONS

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. The City Council of Oxnard hereby finds, determines, and declares as follows:

A. At the City Council meetings on October 19, 2021, February 9, 2022, and April 13, 2022, the City Council discussed the City of Oxnard's ("Oxnard" or "City") ability to address just cause evictions and other tenant protections.

B. Housing instability threatens the public peace, health, and safety as eviction from one's home can lead to prolonged homelessness; increased residential mobility; loss of community; strain on household finances due to the necessity of paying rental application fees and security deposits; stress and anxiety experienced by those displaced; increased commute times and traffic impacts if displaced workers cannot find affordable housing within the city in which they work; and interruption of the education of children in the home.

C. Eviction creates particular hardships for individuals and households of limited means, given the shortage of affordable housing within Oxnard and the region generally.

D. The California State Legislature adopted the Tenant Protection Act of 2019 ("AB 1482"), codified in part in California Civil Code section 1946.2 ("section 1946.2"), which became effective by its own terms on January 1, 2020, and, with certain exceptions, prohibits an owner of residential property from terminating a tenancy without just cause.

E. Under AB 1482, landlords are required to give tenants a reason for their eviction. Just causes such as nonpayment of rent, nuisance to other tenants, damage to property, and illegal activity continue to be legal with zero relocation assistance. However, tenants served "no fault" evictions (owner move-in, substantial remodel, demolishing the rental unit, etc.) receive only one month of relocation assistance from their landlords. Most landlords require first months' rent, last months' rent, security deposit, and application fees upon move-in. Many tenants also pay for temporary storage and other moving costs. These move-in related expenses can easily surpass available savings, without which the tenant may be forced into homelessness or displacement. One month of relocation assistance may not adequately cover these expenses, so relocation assistance must be

strengthened to reflect the realities of the rental market. A minimum of $5,000 in relocation assistance is the minimum needed to adequately cover most relocation and move-in costs when the relocation is at no-fault of the tenant.

F. The housing rent burden and poverty faced by many residents in Oxnard threatens the health, safety, and welfare of its residents, particularly when resulting in eviction and displacement. Studies have shown that evictions play an impactful role in the lives of low income renter households and can also contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children.

G. Moreover, an eviction can remain on a renter's credit history for at least seven years, impacting one's ability to rent and find employment opportunities.

H. AB 1482 provides that a local ordinance adopted after September 1, 2019, requiring just cause for termination of a residential tenancy shall supersede California Civil Code section 1946.2 only if the ordinance is "more protective" than section 1946.2.

I. In accordance with California Civil Code section 1946.2(g)(1)(B), the City Council finds that the provisions of this Ordinance regulating just cause terminations or tenancies are more protective than California Civil Code section 1946.2 for the following reasons:

1. The just cause for termination of a residential tenancy under this Ordinance is consistent with California Civil Code section 1946.2.

2. This Ordinance provides additional tenant protections that are not prohibited by any other provisions of applicable law in that the ordinance triggers tenant protections after 30 days of tenancy, applies to tenants that are not covered by AB 1482, and requires a minimum of $5,000 in relocation assistance.

J. The City Council finds and determines that regulating the relations between residential landlords and tenants will increase certainty and fairness within the residential rental market in the City and thereby serve the public peace, health, and safety.

K. Pursuant to the City's police power, as granted broadly under Article XI, section 7 of the California Constitution, the Oxnard City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, and welfare of the City and its residents.

L. The City Council hereby adopts these regulations in order to address the threats set forth below.

1. Housing, particularly affordable housing, is difficult to procure in this region, including in Oxnard. Evictions without just cause destabilize the housing market and can result in the loss of affordable housing;

2. For the preservation of the public peace, health, and safety, the City Council finds that it is necessary to adopt an ordinance regulating just cause evictions, for all of the reasons set forth in the recitals above, which are hereby incorporated by reference;

3. Without the imposition of this Ordinance, evictions without just cause may result in the displacement of residential tenants who would be forced to find new housing in an ever-more expensive housing market, and would significantly increase the risk of residential tenants becoming homeless; and

4. There is a threat to the public peace, health, and safety of the City and its community, thereby necessitating the enactment of this Ordinance in order to ensure that tenants are not turned out of their homes without just cause.

M. The direction for this ordinance dated October 19, 2021, February 9, 2022, and April 13, 2022, shall be incorporated herein by this reference, and together with this ordinance, any amendments or supplements, and oral testimony, shall constitute the necessary findings for this ordinance.

Section 2. The recitals and statements of fact set forth in the preamble to this ordinance are true and correct, constitute a substantive part of this ordinance, and are incorporated herein by this reference.

Section 3. A new Chapter 27 "Tenant Protection and Rent Stabilization Ordinance" is added to the City Code.

Section 4. A new Article 1 "Evictions and Tenant Protection" is added to Chapter 27 of the City Code to read as follows:

"Article I – JUST CAUSE EVICTIONS AND TENANT PROTECTION

SEC. 27-1. CITATION.

This Article shall be known as the "Just Cause Eviction and Tenant Protection Ordinance."

SEC. 27-2. RESTRICTIONS ON TERMINATION OF TENANCY WITHOUT JUST CAUSE.

Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for thirty (30) days, the Owner of the residential real property

shall not terminate the Tenancy without just cause, which shall be stated in the written notice to terminate Tenancy.

For purposes of this Article, "just cause" includes either at-fault just cause or no-fault just cause.

SEC. 27-3. AT-FAULT JUST CAUSE

At-Fault Just Cause includes any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

A "breach of a material term" shall not include:

(1) The obligation to limit occupancy, provided that the additional occupant who joins the tenant of the residential real property thereby exceeding the limits on occupancy set forth in the lease is dependent under age 18, or a replacement tenant who moved in after an approved tenant vacated the residential real property, so long as the addition does not exceed the Uniform Housing Code.

The Owner shall have the right to approve or deny the prospective additional or replacement tenant, who is not a minor dependent child, provided that the Owner does not unreasonably withhold approval. If the Owner fails to respond to the tenant in writing with a description of the reasons for the denial of the request within a reasonable amount of time of receipt of the tenant's written request, the tenant's request shall be deemed approved by the Owner if the lease is for a period of one (1) year or less.

(2) A change in the terms of the Tenancy that is not the result of an express written agreement signed by both of the parties. An Owner is not required to obtain a tenant's written consent to a change in the terms of the Tenancy if the change in the terms of the Tenancy is authorized by this section, or if the Owner is required to change the terms of the Tenancy pursuant to federal, State, or local law. Nothing in this subsection shall exempt an Owner from providing legally required notice of a change in the terms of the Tenancy.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after the effective date of this Ordinance, and after a written request or demand from the Owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law. If the tenant had a written lease that terminated on or after the effective date of this Ordinance, and after a written request or demand from the Owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of non-similar duration and/or with non-similar lease provisions, then the cause for eviction will be No-Fault Just Cause under City Code section 27-4 below.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property, that is directed at any Owner or agent of the Owner of the residential real property or members of tenant's household or other tenants of the residential real property. This at-fault, just cause provision shall apply if the Owner has, within a reasonable time, reported the criminal activity to law enforcement. Further, at-fault, just cause eviction of a tenant under this provision shall only apply to that tenant who committed the criminal activity described herein. If a tenant is acquitted or found not guilty of the charges giving rise to eviction, or if charges are not filed against the tenant within the applicable statute of limitations period, the tenant shall be offered the right to restore the Tenancy only if the same residential real property is available.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

Notwithstanding any contrary provision in this section, an Owner shall not take any action to terminate a Tenancy based on a tenant's sublease of the residential real property if all the following requirements are met:

(1) The tenant requests permission from the Owner in writing to sublease the residential real property;

(2) The tenant continues to reside in the residential real property as their primary residence;

(3) The sublease replaces one or more departed tenants under the lease on a one-for-one basis; and

(4) The Owner fails to respond to the tenant in writing within a reasonable amount of time of the receipt of the tenant's written request. If the Owner fails to respond to the tenant's written request, the request shall be deemed approved by the Owner if the lease is for a period of one (1) year or less. An Owner's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a residential real property exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code or successor provision.

(H) The tenant's refusal to allow the Owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the Owner written notice as provided in Section 1946 of the California Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the Owner but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

SEC. 27-4. NO-FAULT JUST CAUSE

No-Fault Just Cause includes any of the following:

(A) Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

For leases entered into on or after the effective date of this Ordinance, this subsection shall apply only if the tenant agrees, in writing, to the

termination, or if a provision of the lease allows the Owner to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least 24 months, as affirmed by the Owner in a written affidavit submitted to the city. Addition of a provision allowing the Owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar lease provision for the purposes of City Code section 27-3 (E).

(B) Withdrawal of the residential real property from the rental market under, and subject to, the provisions of the Ellis Act.

(C) The Owner complying with an order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(1) Exception. If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate, then the tenant shall not be entitled to relocation assistance as outlined in Section 27-6(C).

(D) Intent to demolish or to substantially remodel the residential real property.

For purposes of this Section, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as a substantial remodel.

(1) The Owner shall provide 60 days advance written notice to the tenant of the ability to reoccupy the unit upon completion of the repairs, or if requested by the tenant, the right of first refusal to any comparable vacant rental unit which has been offered at comparable rent owned by the Owner; and

(2) In the event the Owner seeks to rent the remodeled unit within six (6) months following the completion of the remodeling work, the evicted tenant shall have the right of first refusal to reoccupy

and rent the unit, unless the Owner provides a written waiver by the tenant of their right to reoccupy the premises pursuant to this subsection.

SEC. 27-5. JUST CAUSE CURABLE LEASE VIOLATION

Before an Owner of residential real property issues a notice to terminate a Tenancy for just cause that is a curable lease violation, the Owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the Tenancy.

Any written notice to cease or correct must:

(A) Be dated and served upon the tenant, pursuant to at least one of the methods authorized under California Code of Civil Procedure Section 1162, as may be amended;

(B) Inform the tenant that failure to cure may result in the initiation of eviction proceedings;

(C) Inform the tenant of the right to request a reasonable accommodation;

(D) Inform the tenant of the contact number for the City; and

(E) Include a specific statement of the reasons for the written notice to cease or correct with specific facts to help the tenant determine the date(s), place(s), witness(es), and/or circumstance(s) that support the reason(s) for the eviction.

SEC. 27-6. NO-FAULT JUST CAUSE TENANT RELOCATION ASSISTANCE

(A) For a Tenancy for which just cause is required to terminate the Tenancy under this Article, if an Owner of residential real property issues a termination notice based on a no-fault just cause as defined in section 27-4, the Owner shall, regardless of the tenant's income, provide a direct payment to the tenant as described in paragraph C of this Section.

(B) If an Owner issues a notice to terminate a Tenancy for no-fault just cause, the Owner shall notify the tenant of the tenant's right to relocation assistance and all other rights pursuant to this section.

(C) The amount of relocation assistance shall be equal to (i) two months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy, or (ii) $5,000, whichever is greater. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(1) If a tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(2) The relocation assistance required by this section shall be credited against any other relocation assistance required by any other law.

(D) An Owner's failure to strictly comply with this section shall render the notice of termination void.

SEC. 27-7. EXEMPTIONS

This Article shall not apply to the following types of residential real properties or residential circumstances:

(A) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code, and properties that have obtained a City of Oxnard Short Term Vacation Rental Permit and are operating in compliance with that permit and regularly remitting the required Transit Occupancy Tax demonstrating active use as a vacation rental property.

(B) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(C) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(D) Housing accommodations in which the tenant shares a bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.

(E) Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two bedrooms.

(F) A duplex in which the Owner occupied one of the units as the Owner's principal place of residence at the beginning of the Tenancy, so long as the Owner continues in occupancy.

SEC. 27-8. DEFINITIONS

For the purposes of this Article, the following definitions shall apply:

(A) "Owner" and "residential real property" have the same meaning as those terms are defined in California Civil Code Section 1946.2.

(B) "Tenancy" means the lawful occupation of residential real property, including Accessory Dwelling Units, or mobile home spaces that are not subject to Chapter 24, *Mobile Home Parks*, of the Oxnard City Code, and includes a lease or sublease, as such may be subject to local ordinance.

SEC. 27-9. NOTICES

(A) Notice of existence of this Chapter

The Owner shall post a notice providing information about the existence of this Chapter 27 of the City Code, including protections related to immigration or citizenship status of tenant found under California Civil Code section 1940.35 and California Code of Civil Procedure section 1161.4, as may be amended. Notice must be posted in English, Purépecha, Mixteco, Otomi, Tagalog, Zapoteco, Nahuatl, and Spanish in a conspicuous location on the property.

In addition to all other notice requirements specified elsewhere in this Article, the Owner of any residential real property is required to provide written notice to tenants of their rights under this Article as follows:

(1) The notice required by this Article must include the following information:

(a) The existence and scope of this Article of the City Code; and,

(b) The right to relocation assistance in limited circumstances pursuant to Section 27-6.

(2) The Owner must provide tenant with the notice upon serving any notice of change in terms of Tenancy.

(3) The Owner must provide the notice on or before the commencement of all Tenancies initiated after the effective date of this Chapter.

(B) Notice of termination of Tenancy

When terminating a Tenancy either at-fault or no-fault, an Owner must comply with all of the following:

(1) The Owner must serve a written notice in accordance with California Civil Code sections 1946 through 1946.5, to the tenant that states that, in addition to any information required by federal or State law, the Owner will terminate the Tenancy, and that indicates at least one at-fault or no-fault just cause reason; and

(2) The Owner has not accepted and will not accept rent or any other consideration in return for the continued use of the residential property beyond the term of the terminated Tenancy in compliance with California Civil Code sections 1945 through 1946.5; and

(3) The Owner qualifies the termination as at-fault or no-fault just cause; and

(4) The Owner has submitted to the city, within five (5) days after service of the notice of termination on the tenant, a true and accurate copy of the Owner's written notice of termination, and proof of such service, signed by the Owner under penalty of perjury, on the tenant. The Owner shall maintain proof of service to the city as evidence that the Owner has complied with this section.

(5) When the Owner and tenant have entered into a written lease, the Owner must provide the notice in the language used in the lease, in addition to English. When the Owner and tenant have not entered into a written lease, the Owner must provide the notice in the language that the Owner and tenant used to negotiate the terms of the Tenancy, in addition to English.

(C) Notice as addendum to lease or rental agreement

An Owner of residential real property subject to this Section shall provide notice to the tenant as follows:

(1) For any Tenancy commenced or renewed on or after the effective date of this Ordinance, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) The Owner must provide the notice in the language that the Owner and tenant used to in the lease, in addition to English.

(3) For a Tenancy existing prior to the effective date of this Ordinance, by written notice to the tenant no later than thirty (30) days after the effective date of this Ordinance, or as an addendum to the lease or rental agreement.

(4) The notification or lease provision shall be in no less than 12-point type, and shall include the following: "The Oxnard City Code provides that after all of the tenants have continuously and lawfully occupied the property for at least thirty (30) days, an Owner must provide a statement of cause in any notice to terminate a Tenancy. In addition, Oxnard City Code provides tenants evicted for no-fault just cause with the right to relocation payments. See Chapter 27 of the Oxnard City Code for more information."

(5) Owners must provide the notice to tenants in writing if the application and lease are processed in writing, electronically if the application or lease are processed electronically, or both if both methods are utilized. The provision of the notice shall be subject to California Civil Code Section 1632.

SEC. 27-10. ADDITIONAL TENANT PROTECTIONS

(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this Ordinance.

(B) Once established by the City Council, all owners with rental units shall pay the tenant protection program fee, as established by city council resolution. The tenant protection program fee is to fund the city's cost to implement and enforce the provisions of this Ordinance.

(C) It is illegal for an Owner or representative to retaliate against a tenant for lawfully and peaceably exercising their legal rights, including but not limited to, the right to file a complaint with Code Compliance. No owner may take any action increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant's use of any remedy provided by this Ordinance.

(D) Any provision of a rental housing agreement that purports to waive any provision of this Ordinance is void as against public policy.

(E) An owner's failure to comply with any requirement of this Ordinance is an affirmative defense in an unlawful detainer or other action brought by the owner to recover possession of the rental unit.

SEC. 27-11. VIOLATIONS

(A) It shall be unlawful for any person to violate or fail to comply with any provision of this Article. The violation of any provision of this chapter shall first be punished through the use of a civil citation, prior to prosecution as a misdemeanor, infraction, or civil injunction as provided in Oxnard City Code section 1-10.

(B) Any person whose rights pursuant to this Ordinance have been violated shall have the right to file an action for injunctive relief and damages. Whoever is found to have violated this Ordinance shall be subject to appropriate injunctive relief and shall be liable for damages, costs, and reasonable attorney fees. Treble damages shall be awarded for willful failure to comply with the Relocation Payment obligations established by this Ordinance. Any action pursuant to this Ordinance shall be a civil matter and adjudicated through civil court.

SEC. 27-12. SUNSET

This Article shall automatically sunset on December 31, 2030."

Section 5. The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to sections 15060(c)(2), 15060(c)(3) and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project," as defined in section 15378 of the State CEQA Guidelines.

Section 6. The city manager shall, on an annual basis and at any other time that the city manager determines to be appropriate, provide a report that documents the level of landlord compliance with this chapter and other related rental housing matters. At least 60 days prior to the expiration date of this ordinance, the city manager shall provide a report to city council that addresses the status of the rental housing market, including, but not limited to, the affordability and availability of rental units.

Section 7. If any section, subsection, sentence, clause or phrase of this chapter is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have adopted this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

Section 8. Within 15 days after passage, the City Clerk shall cause a summary of this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. 3012 was first read on April 13, 2022, and finally adopted on May 3rd, 2022, to become effective thirty (30) days thereafter.

Section 9. This ordinance shall become effective thirty (30) days after it is finally adopted. The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 3rd day of May, 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, Madrigal, Perello, Teran and Zaragoza

NOES: Councilmember MacDonald

ABSENT: None.

ABSTAIN: None.

John C. Zaragoza

John C. Zaragoza, Mayor

ATTEST:

R. Chaparro 5/3/22

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

5/3/2022

Stephen M. Fischer, City Attorney

ORDINANCE NO. 871

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX AMENDING CHAPTER 5.55 "MANDATORY MEDIATION FOR RENTAL INCREASES" OF TITLE 5 OF THE FAIRFAX TOWN CODE

WHEREAS, more than 1,200 Fairfax households rent their homes, constituting approximately 37% of total Town households, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 24% of Fairfax rental households are low income, which is defined as earning between 51% and 80% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 12% of Fairfax rental households are very low income, which is defined as earning between 30% and 50% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 36% of Fairfax rental households are extremely low income, which is defined as earning between 0% and 30% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 48% of Fairfax renters were estimated to be rent-burdened, which is defined as spending more than 30% of household income on rent, with 28% of renters estimated to be severely rent-burdened, which is defined as spending more than 50% of household income on rent, as identified by the U.S. Census Bureau, 2019: American Community Survey 5-Year Estimates; and

WHEREAS, an estimated 530 renter-occupied lower-income households in Fairfax are spending more than 30% of their annual income on rent, including 335 who are spending more than 50% on rent, as identified in Appendix H-B: Housing Needs Assessment of the Town's Housing Element Update 2015-2023; and

WHEREAS, according to the National Low Income Housing Coalition's "Out of Reach 2021" study, a renter household would need to earn $55.77 an hour to afford an average one-bedroom apartment or $67.69 an hour to afford an average two-bedroom apartment in Fairfax without being rent-burdened, although the average real wage for Marin renters is just $23.23 an hour; and

WHEREAS, according to the Elder Index developed by the Gerontology Institute at the University of Massachusetts Boston, the average Marin senior renter spends $2,695 per month on housing, constituting between 64-68% of their total monthly expenses; and

WHEREAS, 87% of Fairfax householders under the age of 35 are renters, as identified by the U.S. Census Bureau, 2019: American Community Survey 5-Year Estimates; and

WHEREAS, 68% of Fairfax householders who identify as Hispanic or Latino are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, 66% of Fairfax householders who identify their race as something other than white are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, the rising costs of rents are forcing people out of their homes and out of our community; and

WHEREAS, seniors on fixed incomes, young people, people of color, immigrants, and working people of all backgrounds increasingly cannot afford to buy a house in Fairfax or elsewhere in Marin and depend on stable rents in order to live here; and

WHEREAS, stabilizing rents will protect existing affordable housing stock, enabling local residents to live where they work, thereby shortening commutes, improving traffic and air quality, and lowering local carbon emissions; and

WHEREAS, the State Of California's Tenant Protection Act of 2019 establishes an annual allowable rent increase of 5% plus inflation, far exceeding that of all municipal rent stabilization districts in the Bay Area; and

WHEREAS, the Tenant Protection Act of 2019 depends on renters knowing their rights and pursuing legal remediation when those rights are violated; and

WHEREAS, Town staff has identified changes to Chapter 5.55 (Mandatory Mediation for Rental Increases) of the Fairfax Town Code that will streamline and improve the landlord-tenant negotiation process for rental adjustments and provide clarity regarding relocation procedures, landlords' and tenants' rights, and available remedies to all parties; and

WHEREAS, there are an estimated 699 multi-family rental units in Fairfax, constituting approximately 57% of total renter-occupied housing units, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, an estimated 97% of all Fairfax housing units are in structures built before 1995, as identified in Appendix H-B: Housing Needs Assessment of the Town's Housing Element Update 2015-2023.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF FAIRFAX DOES ORDAIN AS FOLLOWS:

SECTION 1. **Recitals.** The recitals above are each incorporated by reference and adopted as findings of the Town Council.

SECTION 2. Chapter 5.55 Amended. Chapter 5.55, "Mandatory Mediation for Rental Increases," is hereby amended in its entirety to read as follows:

"CHAPTER 5.55: RENT STABILIZATION PROGRAM

SECTIONS

5.55.010 Purpose and Intent
5.55.020 Definitions
5.55.030 Applicability
5.55.040 Reserved
5.55.050 Reserved
5.55.060 Reserved
5.55.070 Rent Stabilization
5.55.080 Stabilization of Rents; Right of Reasonable Return for Landlords
5.55.090 No Waiver
5.55.100 Judicial Review
5.55.110 Remedies
5.55.120 Injunctive and Other Civil Relief

5.55.010 PURPOSE AND INTENT.

It is the purpose and intent of this Chapter to increase certainty and fairness in the residential rental market within the Town of Fairfax, in order to promote the health, safety, and general welfare of residents and businesses within the Town. This Chapter only governs disputes between Landlords and Tenants of certain rental Dwelling Units located within the Town of Fairfax.

5.55.020 DEFINITIONS.

APPEALS BOARD. The Town Council of the Town of Fairfax.

DWELLING UNIT. A structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in Civil Code section 1940 and the Fairfax Town Code, Chapter 17.

HOUSING SERVICES. Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, access to exterior doors, entry systems, and gates, utilities (unless separately metered and billed to the Tenant by the utility company since the inception of the tenancy, as provided in the lease), refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants or Tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a

proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.

LANDLORD. An owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

MAXIMUM ALLOWABLE RENT. The Maximum Allowable Rent which may be legally charged on any Stabilized Rental Unit covered by this Chapter.

PROPERTY. All rental units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

RENT. All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment and consideration demanded or paid to the Landlord for parking on or near the Property, utilities, pets, furniture, and subletting.

RENTAL AGREEMENT. An agreement, oral, written or implied, between a Landlord and Tenant for use or occupancy of a Rental Unit and for Housing Services.

RENTAL HOUSING FEE. The fee described in section 5.55.070 of this Chapter.

RENTAL UNIT. Any building, structure, or part thereof, or land appurtenant thereto, or any other rental Property rented or offered for Rent for residential purposes, together with all Housing Services connected with use or occupancy of such Property such as common areas and recreational facilities held out for use by a Tenant, regardless of zoning or permitting status. A room or rooms rented separately from other rooms at the same Property shall constitute a single Rental Unit, even if Tenants share other common spaces or amenities.

STABILIZED RENTAL UNITS. All Rental Units in the Town of Fairfax except those rental units exempt under one or more of the following provisions:

(1) Rental Units in hotels, motels, and inns, which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply (a) to a Tenant who has resided at the Property for more than thirty continuous days (b) a Tenant who has entered into an agreement to lease a Rental Unit for 30 days or more, or (c) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant.

(2) Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California

Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

(3) Rental Units which a government unit, agency or authority fully owns, operates and manages. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units from municipal Rent stabilization.

(4) Rental Units exempt pursuant to the Costa-Hawkins Rental Housing Act (Civil Code sections 1954.50—1954.535). If this subsection (4) is repealed by operation of law, new Rental Units shall be exempt per this subsection only if newly constructed within ten years prior to such repeal. In such case, pursuant to Government Code § 66300(d)(2)(A), all units built on the same parcel where any Stabilized Rental Unit was previously demolished shall not be exempt as new construction.

(5) Private, for profit care homes, assisted care facilities, supportive housing.

(6) Exemptions listed in Section 5.55.030(B) of this Chapter.

TENANT. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

TENANT ORGANIZATION. Any group of Tenants who organize collectively for their shared interest(s) as Tenants, including concerns regarding repairs and maintenance, Rent amounts or Rent increases, evictions, discrimination, or harassment, regardless of whether they share the same Landlord or management company.

TOWN. The Town of Fairfax, California

TOWN MANAGER. The Town Manager of the Town of Fairfax, California or designee.

UTILITY CHARGES. Any charges for gas, electricity, water, hot water, sewer, refuse removal, cable or internet.

5.55.030 APPLICABILITY.

(A) Applicability. Except as provided herein, the provisions of this Chapter shall apply to all properties in Fairfax that are hired, rented, or leased to a household within the meaning of Cal. Civil Code section 1940, including properties that contain any of the following: (1) Dwelling Units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling; (2) Dwelling Units in single room occupancy residential structures; or (3) units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Fairfax Town Code. This definition applies to any dwelling space that is actually

used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

(B) Exemptions. The following Rental Units shall be exempt from the provisions of this Chapter:

(1) Rental Units in hotels, motels, and inns, which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply (a) to a Tenant who has resided at the Property for more than thirty continuous days (b) a Tenant who has entered into an agreement to lease a Rental Unit for 30 days or more, or (c) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant, or (d) a Rental Unit used exclusively as a Short-Term Rental as defined in Fairfax Town Code Section 17.008.020.

(2) Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

(3) Rental Units which a government unit, agency or authority fully owns, operates and manages. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units from municipal Rent stabilization.

(4) Any Dwelling Unit located in a development where the Dwelling Units are subject to legally binding restrictions enforceable against and/or governing such units that limit the Rent to no more than an affordable Rent, as such term is defined in Cal. Health & Safety Code section 50053 and as subsequently amended.

(5) Exemptions listed in the definition of Stabilized Rental Units in this Chapter.

5.55.040 Reserved

5.55.050 Reserved

5.55.060 Reserved

5.55.070 RENT STABILIZATION.

(A) Authority and Duties. The Town Manager or Town Council shall have the following authority and duties under this Chapter:

(1) Establish a Base Rent under section 5.55.080(A).

(2) Make adjustments in the Rent Increase and Decreases in accordance with section 5.55.080.

(3) Set Rents at fair and equitable levels in order to achieve the intent of this Chapter.

(4) Issue orders, rules and regulations, conduct hearings and charge fees as set forth below.

(5) Make such studies, surveys and investigations, conduct such hearings, and obtain such information as is necessary to carry out required duties.

(6) Report annually to the Fairfax Town Council on the status of rental housing covered by this Chapter. This shall include a summary of the numbers of notices served, the basis upon which they were served, the amount of the Rent increases and the addresses for which they were served. A searchable database will be created so that service of notice may be determined as well as the summaries. A Rent increase, termination, or change in terms of tenancy is not valid if not served on the Town Manager.

(7) Administer oaths and affirmations and subpoena witnesses.

(8) Establish rules and regulations for deducting penalties and settling civil claims under section 5.55.110.

(9) Seek authorization from the Town Council to seek injunctive and other civil relief under sections 5.55.110 and 5.55.120.

(10) Charge and collect the Rental Housing Fee, including penalties for late payments.

(11) Make available on a contract basis legal assistance services for low-income residents of Fairfax related to evictions and petitions, hearings and appeals.

(12) Collect and/or receive copies of notices of termination of tenancy, Rent increase, and changes in terms of tenancy.

(13) Any other duties necessary to administer and enforce this Chapter.

(B) Rules and Regulations. The Town Council may issue such rules and regulations, including those which are contained in this Chapter as will further the purposes of the Chapter. The Town Council shall publicize its rules and regulations prior to promulgation on the Town's website.

(C) Community Education. The Town Manager may publicize this Chapter and Chapter 5.54 so that all residents of Fairfax will have the opportunity to become

informed about their legal rights and duties under this Chapter. The Town Manager will prepare a brochure which fully describes the legal rights and duties of Landlords and Tenants under Chapters 5.54 and 5.55 of this Code. The brochure will be available to the public and each Tenant of a Rental Unit shall receive a copy of the brochure from their Landlord. Landlords shall provide the brochure at the commencement of the tenancy and with each notice of Rent increase. This brochure will be made available for download from the Town website and/or other appropriate technology. Information about the Rent Stabilization Program may be made available in other languages as requested by the community.

(D) Collection of Rental Housing Fee. All Landlords shall pay the business license fee required by the Town Code section 5.16.010, if applicable, in addition to the Rental Housing Fee. The Town may charge the Rental Housing Fee at the same time as the business license fee. The Rental Housing Fee will be set by resolution of the Town Council. Enforcement of this Chapter shall be funded by the Rental Housing Fee.

(E) Reporting and Fee Payment Requirements.

(1) Within sixty (60) days after the implementation date of this Chapter, all Landlords shall file a copy of all rental increase notices, change of terms of tenancy and tenancy termination notices with the Town Manager before serving the Tenant the notice. A proof of service with time and date of service of notice shall be included with notice filed with the Town Manager.

(2) After proper notice and hearing, if it is determined that a Landlord has willfully and knowingly failed to properly report, as described above, any rental increase notices, change of terms of tenancy or tenancy termination, or pay the Rental Housing Fee, the Town Manager may authorize the Tenant of such a non-reporting or fee paid Unit to withhold all or a portion of the Rent for the Rental Unit until such time as the Rental Housing Fee is paid or notice filed. After a notice is properly filed or fee paid, the Town Manager shall determine what portion, if any, of the withheld Rent is owed to the Landlord for the period in which the notice is not properly filed or fee paid. Whether or not the Town Manager allows such withholding, no Landlord who has failed to properly report or pay the fee shall at any time increase Rents for a Stabilized Rental Unit until such fee or notice is reported.

(3) Failing to pay the fee or file a timely copy of a notice before the filing of an unlawful detainer lawsuit is a complete defense to an unlawful detainer.

5.55.080 STABILIZATION OF RENTS; RIGHT OF REASONABLE RETURN FOR LANDLORDS.

(A) Establishment of Base Rent. Beginning on the effective date of this Chapter, no Landlord shall charge Rent for any Stabilized Rental Unit in an amount

greater than the Rent in effect for that unit on February 2, 2022 except for increases expressly allowed under this Chapter. The Rent in effect on that date is the Base Rent. If there was no Rent in effect on February 2, 2022 the Base Rent shall be the Rent that was charged on the first date that Rent was charged following February 2, 2022. For tenancies commencing after the adoption of this Chapter, the Base Rent is the initial rental rate in effect on the date the tenancy commences. As used in this subsection, the term “initial rental rate” means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy. The Base Rent is the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with section 5.55.080(C).

(B) Posting. As soon as the Landlord is aware of the Annual General Adjustment the Landlord shall post it in a prominent place in or about the affected Stabilized Rental Units.

(C) Annual General Adjustment. No later than June 30 each year, the Town Manager shall announce the percentage by which Rent for eligible Rental Units will be adjusted, effective September 1 of that year.

(1) The Annual General Adjustment shall be equal to 60% of the percentage increase in the Consumer Price Index (All Urban Consumers, San Francisco-Oakland-Hayward region, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics) as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending as of March of the current year.

(2) Paragraph 1 of this subsection notwithstanding, in no event shall the Annual General Adjustment be less than 0% not greater than 5%.

(3) For the period between the effective date of this Chapter and the first Annual General Adjustment announced September 1, 2023, the Landlord may submit a request to the Town Manager for an increase to the Maximum Allowable Rent. Guidelines for approving or denying such request shall be promulgated by the Town Council.

(D) Petitions. Upon receipt of a petition by a Landlord and/or a Tenant, the Maximum Allowable Rent of individual Stabilized Rental Units may be adjusted upward or downward in accordance with the procedures set forth elsewhere in this section. The petition shall be on the form provided by the Town Manager and shall include a declaration by the Landlord that the Rental Unit meets all requirements of this Chapter. Notwithstanding any other provision of this section, the hearing examiner may refuse to hold a hearing and/or grant a Rent adjustment if an individual hearing has been held and decision made with regard to the Maximum Allowable Rent within the previous twelve (12) months.

(E) Hearing Procedure. The Town Council shall enact rules and regulations governing hearings and appeals of individual adjustment of Maximum Allowable Rents which shall include the following:

(1) Hearing Examiner. A hearing examiner appointed by the Town Manager shall conduct a hearing to act upon the petition for individual adjustment of Lawful Rent and shall have the power to administer oaths and affirmations.

(2) Notice. The Town Manager shall notify the Landlord, if the petition was filed by the Tenant, or the Tenant, if the petition was filed by the Landlord, of the receipt of such a petition and provide a copy thereof.

(3) Time of Hearing. The hearing officer shall notify all parties as to the time, date and place of the hearing.

(4) Records. The hearing examiner may require either party to a Rent adjustment hearing to provide it with any books, records and papers deemed pertinent in addition to that information contained in registration statements. The hearing examiner may conduct a current building inspection and/or request the city to conduct a current building inspection if the hearing examiner finds good cause to believe the Board's current information does not reflect the current condition of the Stabilized Rental Unit. The Tenant may request the hearing examiner to order such an inspection on or prior to the date of the hearing. All documents required under this section shall be made available to the parties involved prior to the hearing at Town offices. In cases where information filed in a petition for Maximum Allowable Rent adjustment or in additional submissions filed at the request of the hearing examiner is inadequate or false, no action shall be taken on said petition until the deficiency is remedied.

(5) Open Hearings. All Maximum Allowable Rent adjustment hearings shall be open to the public.

(6) Right of Assistance. All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, Tenant Organization representatives or any other persons designated by said parties.

(7) Hearing Record. The Town Manager shall make available for inspection and copying by any person, an official record which shall constitute the exclusive record for decision on the issues at the hearing. The record of the hearing, or any part of one, shall be obtainable for the cost of copying. The record of the hearing shall include: all exhibits, papers and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions; orders and/or rulings; all final decisions, orders and/or rulings, and the reasons for each final decision, order and/or ruling. All hearings shall be recorded. Any party may receive a copy of the audio that was made. Reasonable costs may be charged.

(8) Proof Required and Notice of Decision. No individual adjustment shall be granted unless supported by the preponderance of the evidence submitted at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which said decision is based. At the same time, parties to the proceeding shall be notified of their right to an appeal to the Town Council and/or to judicial review of the decision on appeal pursuant to this section and section 5.55.100 of this Chapter.

(9) Consolidation. All Landlord petitions pertaining to Tenants of the same Property shall be consolidated for hearing, and all petitions filed by Tenants occupying the same Property shall be consolidated for hearing unless there is a showing of good cause not to consolidate such petitions.

(10) Time for Decision. Decisions decreasing Rents shall remain in effect until the Town Manager finds that the Landlord has corrected the defect warranting the decrease. Upon a determination of compliance, the Landlord shall be entitled to reinstatement of the prior Rent level, retroactive to the date that the Landlord corrected the defect which warranted the decrease. This shall be in compliance with California Civil Procedure section 1942.4. If the Landlord is found to be in violation of California Civil Procedure section 1942.4 then no rent shall be charged for the period during which the Landlord was in violation.

(11) Appeal. Any person aggrieved by the decision of the hearing examiner may appeal to the Town Council acting as the Appeals Board. On appeal, the Town Council may affirm, reverse or modify the decision of the hearing examiner.

(12) Finality of Decision. The decision of the hearing examiner shall be the final decision in the event of no appeal to the Town Council. The decision of the hearing examiner shall not be stayed pending appeal; however, in the event that the Town Council on appeal, reverses or modifies the decision of the hearing examiner, the Landlord, in the case of an upward adjustment in Rent, or the Tenant, in the case of a downward adjustment of Rent, shall be ordered to make retroactive payments to restore the parties to the position they would have occupied had the hearing examiner's decision been the same as that of the Town Council.

(F) Individual Adjustment Rent Increase. In making individual adjustments of the Annual Adjustable Rent Increase, the hearing examiner shall consider the purposes of this Chapter and the requirements of law, including state law. In making an individual downward adjustment, the hearing examiner may consider decreases in Housing Services; substantial deterioration of the Stabilized Rental Unit other than as a result of ordinary wear and tear; or failure on the part of the Landlord to provide adequate Housing Services or to comply substantially with applicable housing, health and safety codes.

(G) No Direct Charge for Utilities. A Landlord may not charge a Tenant for Utility Charges indirectly. In order to be paid by a Tenant, the utility service must be separately or individually metered and the utility account must be registered to the Tenant and not the Landlord.

(H) Landlords' Right of Reasonable Return. In making individual adjustments of the Maximum Allowable Rent, the hearing examiner shall consider the purposes of this Chapter and shall specifically consider all relevant factors, including (but not limited to):

(1) Increases or decreases in Property taxes;

(2) Unavoidable increases or any decreases in maintenance and operating expenses;

(3) The cost of planned or completed capital improvements to the Rental Unit (as distinguished from ordinary repair, replacement and maintenance) where such capital improvements are necessary to bring the Property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;

(4) Increases or decreases in the number of Tenants occupying the Rental Unit, living space, furniture, furnishings, equipment, or other Housing Services provided, or occupancy rules;

(5) Substantial deterioration of the Rental Unit other than as a result of normal wear and tear;

(6) Failure on the part of the Landlord to provide adequate Housing Services, or to comply substantially with applicable state rental housing laws, local housing, health and safety codes, or the Rental Agreement; and

(7) The pattern of recent rent increases or decreases.

(I) No upward adjustment of an individual Maximum Allowable Rent shall be authorized under this section if the Landlord:

(1) Has continued to fail to comply with any provisions of this Chapter and/or orders or regulations properly issued thereunder, or

(2) Has failed to bring the Rental Unit into compliance with the implied warranty of habitability.

(J) Allowable Rent increases pursuant to an individual upward adjustment of the rent ceiling shall become effective only after the Landlord gives the Tenant at least a

thirty (30) day written notice of such Rent increase and the notice period expires. If the hearing examiner makes a downward individual adjustment of the rent ceiling, such Rent decrease shall take effect no sooner than thirty (30) days after the effective date set for the downward adjustment.

(K) No provision of this Chapter shall be applied so as to prohibit the hearing examiner from granting an individual Rent adjustment that is demonstrated by the Landlord to be necessary to provide the Landlord with a fair return on investment. Limits on the total increase per month and length of monthly increase may be promulgated by the Town Council through regulations.

5.55.090 NO WAIVER.

Any provision, whether oral or written, whereby any provision of this Chapter for the benefit of the Tenant is waived, shall be deemed to be against public policy and shall be void.

5.55.100 JUDICIAL REVIEW.

A Landlord or Tenant aggrieved by any final action or decision of the Town Council may seek judicial review by appealing to the appropriate court within the jurisdiction. No action or decision by the Town Council shall go into effect until thirty (30) days have expired to allow for such appeal.

5.55.110 REMEDIES.

(A) Any Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the maximum lawful Rent, in violation of the provisions of this Chapter or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and registration fee requirements, shall be liable in a civil action to the Tenant from whom such payments are demanded, accepted, received or retained, for reasonable attorney fees and costs as determined by the court, plus damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent. A civil penalty of treble the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent shall be awarded against the Landlord upon a showing that the Landlord has acted willfully or with oppression, fraud or malice. The statute of limitations for all remedies in this subsection shall be three years. The remedies of this subsection are cumulative and may be used in addition to any other remedy in this Chapter, at law, statute or ordinance.

(B) In lieu of filing a civil action for violation of section 5.55.070 of this Chapter, a Tenant may file an administrative complaint. The Town Council may establish by resolution a hearing procedure similar to that set forth in section 5.55.080(E).

In any administrative hearing under this section, a Landlord who demands, accepts, receives or retains any payment of Rent in excess of the maximum lawful Rent shall be liable for damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent and may be liable for an additional amount not to exceed Five Hundred Dollars ($500), for costs, expenses incurred in pursuing the hearing remedy, and damages. The Tenant shall bear the burden of proving entitlement to this amount. The Tenant may deduct the $500 costs payment and award of damages from future Rent payments in the manner provided by the Town Manager. An order authorizing Rent withholding under this Chapter shall survive the sale or other transfer of the Rental Unit and shall be binding upon successors of the Landlord against whom the order was made. If a Tenant authorized to withhold Rent under this Chapter vacates the Rental Unit, the Landlord shall pay to such Tenant a sum equal to the balance of the Rent that the Tenant could have withheld.

(C) If the Tenant from whom such excessive payment is demanded, accepted, received or retained in violation of the foregoing provisions of this Chapter or any rule or regulation or order hereunder promulgated, fails to bring a civil or administrative action as provided for in this section within one hundred twenty (120) days from the date of occurrence of the violation, the Town Manager may settle the claim arising out of the violation or bring such action. Thereafter, the Tenant on whose behalf the Town Manager acted is barred from also bringing an action against the Landlord in regard to the same violation for which the Town Manager has made a settlement or brought action. In the event the Town Manager settles said claim, the Town shall be entitled to retain the costs it incurred in settlement thereof, and the Tenant against whom the violation has been committed shall be entitled to the remainder.

5.55.120 INJUNCTIVE AND OTHER CIVIL RELIEF.

Tenants and Landlords of Rental Units, may seek relief from the appropriate court within the jurisdiction within which the affected Rental Unit is located to enforce any provision of this Chapter or its implementing regulations or to restrain or enjoin any violation of this Chapter and of the rules, regulations, orders and decisions."

SECTION 3. Compliance with CEQA. The Town Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of the Ordinance may have a significant effect on the environment, in that this ordinance applies residential tenant protection to existing residential units in the Town of Fairfax, which is solely an administrative process resulting in no physical changes to the environment. Accordingly, this ordinance contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, or the application thereof to any person or place, is

for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The Town Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Implementation Date. The provisions of this Chapter shall not be implemented by the Town of Fairfax until such time as sufficient agreements for implementation support, including, but not limited to, staffing, hearings, software and outreach, have been approved by the Town Council. Upon approval of said support agreements, the Town Council will set an implementation date by resolution.

SECTION 6. Effective Date and Posting. This Ordinance shall be effective 30 days following its adoption by the Town Council. Copies of this Ordinance shall, within fifteen days after its passage and adoption, be posted in three public places in the Town of Fairfax, to wit: 1. Bulletin Board, Town Hall Offices; Bulletin Board, Fairfax Post Office; and 3. Bulletin Board, Fairfax Women's Club.

The foregoing Ordinance was introduced at a special meeting of the Town Council on the 11th day of October, 2022, and duly adopted at the next regular meeting of the Town Council on the 2nd day of November, 2022, by the following vote, to wit:

AYES: ACKERMAN, COLER, CUTRANO, GODDARD, HELLMAN
NOES: None
ABSENT: None
ABSTAIN: None

/s/

Stephanie Hellman, Mayor

Attest:

/s/ 11-04-22

Michele Gardner, Town Clerk Date

ORDINANCE NO. 870

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX AMENDING CHAPTER 5.54 "JUST CAUSE EVICTIONS" OF TITLE 5 OF THE FAIRFAX TOWN CODE

WHEREAS, more than 1,200 Fairfax households rent their homes, constituting approximately 37% of total town households, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 24% of Fairfax rental households are low income, which is defined as earning between 51% and 80% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 12% of Fairfax rental households are very low income, which is defined as earning between 30% and 50% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 36% of Fairfax rental households are extremely low income, which is defined as earning between 0% and 30% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, 87% of Fairfax householders under the age of 35 are renters, as identified by the U.S. Census Bureau, 2019: American Community Survey 5-Year Estimates; and

WHEREAS, 68% of Fairfax householders who identify as Hispanic or Latino are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, 66% of Fairfax householders who identify their race as something other than white are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, the right to adequate housing is an internationally recognized human right, sanctioned by the United Nations and enumerated to include protection against forced evictions, security of tenure, and non-discriminatory access, as identified by the Office of the United Nations High Commissioner for Human Rights, The Right to Adequate Housing, Fact Sheet No. 21/Rev.1; and

WHEREAS, the State of California's Tenant Protection Act of 2019 depends on renters knowing their rights and pursuing legal remediation when those rights are violated; and

WHEREAS, Chapter 5.54 (Just Cause Evictions) of the Fairfax Town Code does not presently include protections found in some other Bay Area rent stabilization and just cause eviction ordinances, such as relocation payments for renters evicted due to no fault

of their own, securing the right of return/first right of refusal for renters who are evicted due to no fault of their own, and special protections against eviction for seniors, the Disabled, and for Educators and students during the school year; and

WHEREAS, in accordance with Civil Code section 1946.2(g)(1)(B), the Fairfax Town Council finds that this ordinance is more protective than the provisions of Civil Code section 1946.2 for the following reasons:

(1) The just cause for termination of a residential tenancy under this Chapter is consistent with Civil Code section 1946.2; and

(2) This Chapter, and Chapter 5.55 (for which amendments are being adopted through a concurrent ordinance), further limits the reasons for termination of a residential tenancy, provides for relocation assistance, and provides additional tenant protections that are not prohibited by any other provision of law.

WHEREAS, there are an estimated 699 multi-family rental units in Fairfax, constituting approximately 57% of total renter-occupied housing units, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, an estimated 97% of all Fairfax housing units are in structures built before 1995, as identified in Appendix H-B: Housing Needs Assessment of the Town's Housing Element Update 2015-2023.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF FAIRFAX DOES ORDAIN AS FOLLOWS:

SECTION 1. **Recitals.** The recitals above are each incorporated by reference and adopted as findings of the Town Council.

SECTION 2. **Chapter 5.54 Amended.** Chapter 5.54, "Just Cause Evictions," is hereby amended in its entirety to read as follows:

"**CHAPTER 5.54: JUST CAUSE EVICTIONS**

Section

5.54.010 Purpose and Intent
5.54.020 Definitions
5.54.030 Just Cause for Eviction – Protections
5.54.040 Reserved
5.54.050 Relocation
5.54.060 Units Withdrawn from the Rental Market Pursuant to the Ellis Act
5.54.070 Remedies

5.54.010 PURPOSE AND INTENT.

The purpose of this Chapter is to promote neighborhood and community stability, healthy housing, and affordability for renters in Fairfax by regulating arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return on their investment.

5.54.020 DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CREDITWORTHINESS. Any standard of determining suitability to receive credit or reliability to pay money owed, including any financial or income standard.

DISABLED. The term “disabled” shall have the same meaning as that in Government Code section 12955.3, as may be amended or renumbered from time to time.

DWELLING UNIT. A structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in Civil Code section 1940 and the Fairfax Town Code.

EDUCATOR. Any person who works at a school in Marin County as an employee or independent contractor of the school or of the governing body that has jurisdiction over the school, including, without limitation, all teachers, classroom aides, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants.

HOUSING SERVICES. Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, access to exterior doors, entry systems, and gates, utilities (unless separately metered and billed to the Tenant by the utility company since the inception of the tenancy, as provided in the lease), refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants or Tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.

LANDLORD. An owner, lessor, sublessor or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

PRIMARY RESIDENCE. Occupancy of a Primary Residence does not require that the individual be physically present in the unit at all times or continuously, but the
unit must be the individual's usual place of return. Indicia of a Primary Residence include:

(1) The individual carries on basic living activities at the subject premises for extended periods;

(2) The subject premises are listed with other public agencies, including Federal, State and local taxing authorities as the individual's primary residence;

(3) Utilities are billed to and paid by the individual at the subject premises;

(4) A homeowner's tax exemption for the individual has not been filed for a different property;

(5) The occupant is not registered to vote at any other location;

(6) All or most of the individual's personal possessions have been moved into the subject premises;

(7) The subject premises are the place the individual normally returns to as their home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence;

(8) Other relevant factors demonstrating a residence is the person's Primary Residence.

In order for a housing unit to qualify as a Primary Residence, ownership must be held in the name of the natural person claiming Primary Residence and cannot be held by a limited liability corporation, limited partnership, or other corporate structure. A housing unit that is owned by a living trust may qualify as a Primary Residence if the trust beneficiary meets the above criteria, so long as the Landlord is able to provide documentation to the Town Manager of the name and address of all trust beneficiaries.

PROPERTY. All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

RENT. All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment

and consideration demanded or paid to the Landlord for parking on or near the Property, utilities, pets, furniture, and subletting.

RENTAL AGREEMENT. An agreement, oral, written or implied, between a Landlord and Tenant for use or occupancy of a Rental Unit and for Housing Services.

RENTAL UNIT. Any building, structure, or part thereof, or land appurtenant thereto, or any other rental Property rented or offered for Rent for residential purposes, together with all Housing Services connected with use or occupancy of such Property such as common areas and recreational facilities held out for use by a Tenant, regardless of zoning or permitting status. A room or rooms rented separately from other rooms at the same Property shall constitute a single Rental Unit, even if Tenants share other common spaces or amenities.

SCHOOL YEAR. The first day of instruction for the Fall Semester through two weeks after the last day of instruction for the Spring Semester, as posted on the School District website for each year.

TENANT. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

TOWN. The Town of Fairfax, California

TOWN MANAGER. The Town Manager of the Town of Fairfax or designee.

5.54.030 JUST CAUSE FOR EVICTION – PROTECTIONS.

(A) Applicability. Except as provided herein, the provisions of this Chapter shall apply to all properties in Fairfax that are hired, rented, or leased to a household within the meaning of Cal. Civil Code section 1940, including properties that contain any of the following: (1) Dwelling Units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling; (2) Dwelling Units in single room occupancy residential structures; or (3) units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Fairfax Town Code. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

(B) Exemptions. The following Rental Units shall be exempt from this section, except that all exempt units must comply with the requirement of section 5.54.030(D).

(1) Rental Units in hotels, motels, and inns, which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply (a) to a Tenant who has resided at the Property for more than thirty continuous days (b) to a Tenant who has entered into an agreement to lease a Rental Unit for 30

days or more (c) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant or (d) a Rental Unit used exclusively as a Short-Term Rental as defined in Fairfax Town Code Section 17.008.020.

(2) Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

(3) Rental Units which a government unit, agency or authority fully owns, operates and manages. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units from municipal Rent stabilization.

(4) Any Dwelling Unit located in a development where the Dwelling Units are subject to legally binding restrictions enforceable against and/or governing such units that limit the Rent to no more than an affordable rent, as such term is defined in Cal. Health & Safety Code section 50053,and as subsequently amended.

(C) No Landlord shall take action to terminate any tenancy, including but not limited to making a demand for possession of a Rental Unit, threatening to terminate a tenancy verbally or in writing, serving any notice to quit or other eviction notice, bringing any action to recover possession or be granted recovery of possession of a Rental Unit, including by seeking the entry of an eviction judgment or by causing or permitting a writ of possession to be entered unless the Landlord is able to prove the existence of one of the following grounds as stated in the termination notice on which the court action is based:

(1) Failure to Pay Rent. The Tenant has failed to pay the Rent to which the Landlord is legally entitled under the Rental Agreement, this Chapter, federal, state, and any other local law.

(a) In any action to recover possession of a Rental Unit filed under this subsection, it shall be a defense if the Landlord impeded the Tenant's effort to pay Rent by refusing to accept Rent paid on behalf of the Tenant from a third party, or refusing to provide a W-9 form or other necessary documentation for the Tenant to receive rental assistance from a government agency, non-profit organization, or other third party. Acceptance of rental payments made on behalf of the Tenant by a third party shall not create a tenancy between the Landlord and the third party as long as either the Landlord or the Tenant provide written notice that no new tenancy is intended.

(b) COVID-19 State Law Preemption. This Chapter shall not apply to unlawful detainer action for nonpayment of Rent originally due from March 1, 2021 through March 31, 2022, where prohibited by Code of Civil Procedure section 1179.05 or successor statute.

(2) Breach of Lease. The Tenant has continued, after written notice to cease, to substantially violate any of the written material terms of the Rental Agreement, except the requirement to surrender possession on proper notice as required by law. To constitute a breach of lease, the substantially violated term must be reasonable and legal and have been accepted in writing by the Tenant as part of the Rental Agreement; and provided further that, where such term was accepted by the Tenant or made part of the Rental Agreement subsequent to the initial creation of the tenancy, the Landlord must have first notified the Tenant in writing that they need not accept such terms or agree to the terms being made part of the Rental Agreement.

(a) Notwithstanding any lease provision to the contrary, a Landlord shall not take any action to terminate a tenancy based on a Tenant's sublease of the Rental Unit if the Landlord has unreasonably withheld the right to sublease following written request by the Tenant. The following requirements must be met:

(i) The Tenant continues to reside in the Rental Unit as their primary residence.

(ii) The sublease replaces one or more departed Tenants under the Rental Agreement on a one-for-one basis or the sublease adds additional occupants up to the maximum amount of occupants legally allowed under section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code section 17922, except where prohibited by law.

(iii) A Landlord's refusal of a subtenant must state the reason for the refusal. If the Landlord fails to respond to the Tenant's request to sublease in writing within fourteen (14) days of receipt of the Tenant's request, the Tenant's request shall be deemed approved by the Landlord.

(iv) A Landlord's reasonable refusal of the Tenant's written request may not be based on the proposed additional occupant's lack of Creditworthiness, if the occupant will not be legally obligated to pay some or all of the Rent directly to the Landlord. A Landlord's reasonable refusal of the Tenant's written request may be based on the ground that the total number of occupants in a Rental Unit exceeds the maximum number of occupants under section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code section 17922.

(b) Before endeavoring to recover possession based on the violation of a lawful obligation or covenant of tenancy regarding subletting or limits on the number of occupants in the Rental Unit, the Landlord shall serve the Tenant a written notice of the violation that provides the Tenant with a minimum of fourteen (14) days' opportunity to cure the violation. The Tenant may cure the violation by making a written request to add occupants referenced in subsection (ii) of section 5.54.030(C)(2)(a) or by using other reasonable means to cure the violation.

(c) Protections for Families. Notwithstanding any contrary provision in this section, a Landlord shall not endeavor to recover possession of a Rental Unit as a result of the addition to the Rental Unit of a Tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner (as defined in California Family Code section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of a Tenant, so long as the number of occupants does not exceed the maximum number of occupants as determined under section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code section 17922.

(3) Nuisance. The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to, the Rental Unit and, after written notice, has refused to cease damaging the premises, or has refused to either make satisfactory correction or to pay the reasonable costs of repairing such damage over a reasonable period of time. The fact that a Tenant has been arrested or convicted of a crime, been the victim of a crime, or contacted the police, in and of itself, is not evidence of nuisance for purposes of this subsection.

(4) Failure to Give Access. The Tenant has continued to refuse, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purposes of showing the unit to a prospective purchaser or mortgagee or making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof. To terminate a tenancy under this subsection, a Landlord must show that written notice was provided to the Tenant in compliance with Civil Code section 1954.

(5) Temporarily Vacate in Order to Undertake Substantial Repairs. The Landlord, after having obtained all necessary permits from the Town, seeks in good faith to undertake substantial repairs which are necessary to bring the Property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs while the Tenant resides on the premises require the Tenant to temporarily vacate for at least 30 days.

(a) Where such repairs can be completed in a period of 60 or fewer days, and the Tenant agrees in writing to vacate the premises during the period required to complete the repairs, the Landlord may not recover possession pursuant to this subsection unless the Tenant shall fail or refuse to vacate the premises in accordance with such agreement.

(b) Where the Landlord owns any other residential Rental Units in the Town of the same number of bedrooms or fewer, and any such unit is vacant and available at the time of service of the written notice terminating the tenancy, or at any time thereafter until the earlier of the Tenant's vacating the premises or the entry of a

judgment by a court of competent jurisdiction awarding possession of the premises to the Landlord, the Landlord shall, as a condition of obtaining possession pursuant to this subsection, notify the Tenant in writing of the existence and address of each such vacant Rental Unit and offer the Tenant the right, at the Tenant's option, to enter into a Rental Agreement (to be designated as a "temporary rental agreement") for the available Rental Unit which the Tenant may choose, at a Rent not to exceed the lesser of the lawful Rent which may be charged for such available Rental Unit or the lawful Rent in effect at the time of the notice of termination of tenancy on the unit being vacated. Said Rental Agreement shall be for a term of the lesser of ninety days or until completion of repairs for the Rental Unit being vacated by Tenant.

(c) A notice terminating tenancy under this subsection must include the following information:

(i) A statement informing Tenants as to their right to relocation payments under this Chapter.

(ii) The statement, "When the needed repairs are completed on your unit, the Landlord must offer you the opportunity to return to your unit with a Rental Agreement containing the same terms as your original one and with the same rent."

(iii) A description of the repairs to be completed and the approximate expected duration of the repairs.

(d) Where the Landlord recovers possession under this subsection either prior to or after an unlawful detainer judgment, the Tenant must be given the right of first refusal to re-occupy the unit. The Landlord shall notify the Tenant household at least sixty (60) days in advance of the availability of the unit or room. Within thirty (30) days of receipt of the notice of availability, a Tenant household must notify the Landlord if it wishes to reoccupy the unit or room. The Landlord must hold the unit or room vacant at no cost to the Tenant for sixty (60) days from the date the Tenant household's written notice of its intent to reoccupy the Rental Unit or room is received.

(6) Owner Move-In. The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord or the Landlord's spouse, child, parent or grandparent.

(a) A Landlord, as used in this subsection, shall only include a Landlord that is a natural person who has at least a 51% recorded ownership interest in the Property.

(b) No eviction may take place for an "owner move-in" if the same Landlord or enumerated relative already occupies a Rental Unit on the Property, or if a vacancy already exists on the Property. Only one specific unit per building may undergo an "Owner Move-in" eviction. Once a Landlord has successfully recovered

possession of a Rental Unit pursuant to this subsection, no other Landlords may recover possession of any other Rental Unit at the Property under the subsection. Any future evictions taking place at the same Property under this subsection must be of that same Rental Unit. At all times, a Landlord may request a reasonable accommodation if the Landlord or enumerated relative is Disabled and a different unit is necessary to accommodate the person's disability. A Landlord who has terminated a tenancy for a Rental Unit under this subsection may not terminate a tenancy for a Tenant who subsequently reoccupies a Rental Unit after termination of tenancy under this subsection or relocates to a comparable Rental Unit on the same Property for a period of four years commencing from the date of the latest notice to vacate.

(c) The notice terminating tenancy shall contain the name and relationship to the Landlord of the person intended to occupy the Rental Unit.

(d) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within ninety (90) days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least one year .

(e) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the Rental Unit within 90 days after the Tenant vacates, the Landlord shall:

(i) Offer the unit to the Tenant who vacated it at the same Rent in effect at the time the Tenant vacated; and

(ii) Pay to said Tenant all reasonable expenses incurred in moving to and from the unit, include lease termination fees. This subsection does not limit any other remedies a Tenant may have under this Chapter or applicable law.

(iii) If the Landlord or enumerated relative fails to occupy the Rental Unit within 90 days after the Tenant vacates or does not occupy the Rental Unit as a Primary Residence for at least one year, the Landlord shall have the burden of producing evidence that the failure to occupy did not occur in bad faith.

(f) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the Rental Unit within ninety days and the previous Tenant declines to move back into the Rental Unit, any new Tenant moving into the Rental Unit will have as the original base Rent the Rent in effect at the time the previous Tenant vacated.

(g) Eviction Protection for Elderly, Disabled, or Terminally Ill Tenants. A Landlord may not evict a Tenant pursuant to this subsection if (a) the Tenant has resided in the Rental Unit for at least three (3) years and is either at least 62 years of age or Disabled; or (b) if the Tenant is certified as being terminally ill by the Tenant's treating physician. For the purposes of this subsection, notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption if the Landlord or

enumerated relative who will occupy the Rental Unit is also Disabled and no other units are available at the Property.

(h) Within 30 days after the effective date of a written notice of termination under this subsection is filed with the Town Manager, the Town Manager shall record a notice of constraints with the County Recorder identifying each Rental Unit on the Property that is the subject of the subsection 5.54.030(C)(6) notice to vacate, stating the nature and dates of applicable restrictions under subsections 5.54.030(C)(6)(e), 5.54.030(C)(6)(f), and 5.54.030(E), and any other restrictions per applicable regulations. The Town Manager shall also send a notice to the Rental Unit that states the maximum Rent for that unit, and shall send an updated notice to the unit 12 months, 24 months, 36 months, 48 months, and 60 months thereafter, or within 30 days of such date. If a notice of constraints is recorded but the Tenant does not vacate the Rental Unit, the Landlord may apply to the Town Manager for a rescission of the recorded notice of constraints. No further notices to the Rental Unit pursuant to this subsection are required if the constraints on the unit are rescinded.

(i) A Landlord may not evict a Tenant under this subsection if there is a comparable Rental Unit occupied by a Tenant who moved onto the Property more recently than the Tenant from whom the Landlord seeks to recover possession.

(7) Withdrawal from Rental Market. The Landlord seeks in good faith to recover possession of all Rental Units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (Government Code section 7060 et seq.). The Landlord must have fulfilled all requirements of section 5.54.060 of this Code and all Town regulations initiating the procedure for withdrawing Rental Units from Rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing. Tenants shall be entitled to a minimum of 120-day notice or one year in the case a Tenant is at least 62 years of age or Disabled. Notice times may be increased by regulations if state law allows for additional time.

(8) Buy-Out Agreements. Nothing in this Chapter shall expand or limit a Landlord and Tenant's ability to negotiate or agree to end a tenancy voluntarily in exchange for money or other consideration. All buy-out agreements under this section must be in writing, provided in English and translated into any other language at the Tenant's request, and include:

(a) A statement that the Tenant has the right not to enter into a proposed buy-out agreement;

(b) A statement that the Tenant may consult with an attorney of their choosing before entering into a buy-out agreement;

(c) A space for each Tenant to sign and write the date upon which the Landlord provided the Tenant with the agreement.

(9) Termination of Temporary Tenancy. The Landlord seeks in good faith to recover possession of a separately alienable Rental Unit for their occupancy as a Primary Residence. This shall apply only where the Landlord has previously occupied the Rental Unit as their Primary Residence and has the right to recover possession of the unit for their occupancy as a Primary Residence under an existing written Rental Agreement for a term of no more than 12 consecutive months that was executed with the current Tenants. The temporary Tenant must be provided, at the inception of the tenancy, with a written statement that includes the length of the tenancy and that the tenancy may be terminated at the end of the temporary tenancy period. No relocation is required under this subsection.

(D) In any action to recover possession of a Rental Unit pursuant to this section 5.54.030, a Landlord must allege and prove that the Landlord seeks to recover possession of the unit with good faith, honest intent and with no ulterior motive for the reason stated in the termination notice. If a Landlord claims the Rental Unit is exempt from this ordinance, the Landlord must allege and prove that the unit is covered by one of the exceptions enumerated in subsection 5.54.030(B) of this Chapter. Such allegations must appear in the notice of termination of tenancy. Failure to make such allegations in the notice shall be a complete defense to any unlawful detainer action.

(E) Right of Return and First Right of Refusal. All Tenants that are displaced based on sections 5.54.030(C)(5) or (C)(6) or shall have the first right of refusal to return to the unit if it should ever be returned to the market by the Landlord or successor Landlord. The return tenancy shall include the same terms as the original tenancy and the Rent shall be the Rent lawfully paid by the Tenant at the time the Landlord gave notice of termination on a basis listed in sections 5.54.030(C)(5) or (C)(6) plus any lawful adjustment under section 5.55.080. All notices of termination of tenancy served under sections 5.54.030(C)(5) or (C)(6) shall state the lawful Rent in effect at the time of termination of tenancy. If the Tenant declines to reoccupy the Rental Unit after it is returned to the rental market, the lawful base Rent for the new tenancy shall be the Rent lawfully paid by the Tenant at the time the Landlord served the termination notice, plus any lawful adjustment under this Chapter or Chapter 5.55.

(F) School Year Protections for Educators and Students. It shall be a defense to an eviction under sections 5.54.030(C)(5) or (C)(6) if a child under the age of 18 or any Educator resides in the unit, the child or Educator is a Tenant in the unit or the child has a custodial or family relationship with a Tenant in the unit, the Tenant has resided in the unit for 12 months or more, and the expiration date of the notice of termination of tenancy falls during the School Year.

(G) Written Warning Notice Requirements. Any written warning notice as described in subsections 5.54.030(C)(2)-(4) shall be served by the Landlord on the Tenant within a reasonable period prior to serving a notice to terminate tenancy and shall inform the Tenant that a failure to cure may result in the initiation of eviction proceedings, of the right to request a reasonable accommodation for disability, and the

contact number for the Town Manager. A reasonable period shall be presumed to be seven days. The notice shall also include sufficient details allowing a reasonable person to comply. The notice shall also include any information necessary to determine the date, time, place, witnesses present, and other circumstances concerning the reason for the notice.

(H) Retaliation is Barred. Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is knowingly in retaliation for the Tenant reporting violations of this Chapter, for exercising rights granted under this Chapter or other law, or for forming or participating in a Tenant Organization.

(I) Additional Notice Requirements. In any notice purporting to terminate tenancy, the Landlord shall state the cause for the termination, and in any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove compliance with this section. All notices described in subsections 5.54.030(C)(2)-(4) shall be attached to any notices that purport to terminate a tenancy for which they correspond. The Landlord shall file with the Town Manager a copy of any notice terminating tenancy within three (3) days after serving the notice on the Tenant.

(J) Failure to Comply. Failure to comply with any requirement of this Chapter or any implementing regulation may be asserted as an affirmative defense in an action brought by the Landlord to recover possession of the Unit. Additionally, any attempt to recover possession of a Rental Unit or recover of possession in violation of this Chapter shall render the Landlord liable to the Tenant in a civil action for wrongful eviction for treble damages. The Tenant may seek injunctive relief, equitable relief, and money damages. In any action for equitable relief, it shall be presumed that a Tenant suffers irreparable harm through violation of this Chapter. A Tenant or Landlord prevailing in an action brought under this Chapter that is not an unlawful detainer action shall recover costs and reasonable attorney fees. The statute of limitations for all remedies in this section shall be three years. The remedies under this section are cumulative, and may be used in addition to any other remedies in this Chapter or at law, statute, or ordinance.

5.54.040 RESERVED.

5.54.050 RELOCATION.

(A) A Landlord seeking to recover possession under sections 5.54.030(C)(5)-(7) must make relocation payments to the Tenant's household of the Rental Unit. The amount of the relocation benefit shall be equal to two months' Rent, at the rate of Rent applicable at the time of the relocation. Relocation payments shall be paid at the time of the service of the notice of termination of tenancy. If the Tenant fails to vacate the unit, the relocation payment must be returned to the Landlord.

(B) Notwithstanding subsections 5.54.050(A), any Tenant household that, at the time the notice of intent to withdraw Rental Units is filed with the Town, includes a

Tenant who is 62 years of age or older, 17 years of age or younger, Disabled, or certified as being terminally ill by the Tenant's treating physician shall be entitled to receive an additional payment of $3,000.

(C) Every year following the date of passage, the relocation payments specified in subsections 5.54.050(A) and (B) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for Marin County for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Town.

(D) Short-Term Tenant Relocation.

(1) Where a Tenant shall be displaced from their Rental Unit for renovation work for a period of thirty days or less, the Landlord shall immediately make short-term relocation payments to the Tenant as set out in subsection 3, below, or the Tenant may elect not to receive short-term relocation payments. If the Tenant receives short-term relocation payments, the Tenant remains obligated to pay the lawful Rent in effect when the Tenant vacated. If the Tenant has elected not to receive short-term relocation payments, the Tenant shall not be obligated to pay Rent until the Tenant re-occupies the Rental Unit.

(2) Should a Tenant be displaced for a greater time than originally notified, the Landlord shall pay additional short-term relocation expenses for each additional day of displacement, to be paid on a weekly basis prior to each additional week.

(3) The following amounts shall be paid by the Landlord to the Tenant for each day of displacement:

(i) Hotel or motel accommodations: $168.15 per household;

(ii) Meal expenses: $33.85 per occupant;

(iii) Laundry: $1.12 per household;

(iv) Pet accommodation: $32.73 per cat and $58.69 per dog.

(4) Replacement amounts shall be adjusted yearly based on the CPI increase. The Town Manager shall publish the new relocation amounts each year following the increase.

(E) If a Landlord fails to provide relocation payments in accordance with this section, in addition to any other remedy under this Chapter, or at law, the Tenant may pursue a civil action for the amount of relocation payments they would have been entitled to and costs of suit. The statute of limitations for all remedies in this section

shall be three years. The remedies of this section are cumulative, and may be used in addition to any other remedy available in this Chapter or at law.

(F) A Landlord's failure to properly allege and prove a permissible ground for eviction under sections 5.54.030(C)(5)-(7) is not a defense to failing to provide relocation payments when a Landlord recovers the Rental Unit in violation of section 5.54.030. Further, where a Tenant vacates a Rental Unit within one year of receiving a termination notice pursuant to sections 5.54.030(C)(5)-(7), the reason for vacating shall be presumed to be the termination notice.

5.54.060 UNITS WITHDRAWN FROM THE RENTAL MARKET PURSUANT TO THE ELLIS ACT.

The following shall apply to a unit where possession is recovered pursuant to section 5.54.030(C)(7) of this Chapter.

(A) Re-Rental of Rental Unit within Two Years. If the Rental Unit is offered again for Rent or lease for residential purposes within two years of the date the Rental Unit was withdrawn from Rent or lease, the following provisions shall govern:

(1) The Landlord of the Rental Unit shall be liable to any Tenant who was displaced from the Property by that action for treble damages. Any action by a Tenant pursuant to this paragraph shall be brought within three years of the withdrawal of the Rental Unit from Rent or lease. However, nothing in this paragraph precludes a Tenant from pursuing any alternative remedy available under the law.

(2) The Town Manager may institute a civil proceeding against any Landlord who has re-offered a Rental Unit for Rent or lease subject to this subsection, for exemplary damages for displacement of Tenants. Any action pursuant to this paragraph shall be brought within three years of the withdrawal of the Rental Unit from Rent or lease.

(3) Any Landlord who offers a Rental Unit again for Rent or lease shall first offer the unit for Rent or lease to the Tenant displaced from that unit by the withdrawal pursuant to this Chapter, if the Tenant has advised the Landlord in writing, within 30 days of the displacement, of the Tenant's desire to consider an offer to renew the tenancy and has furnished the Landlord with an address to which that offer is to be directed. That Tenant or former Tenant may advise the Landlord at any time during the eligibility of a change of address to which an offer is to be directed.

If the Landlord re-offers the Rental Unit for Rent or lease pursuant to this subsection, and the Tenant has advised the Landlord pursuant to this subsection of a desire to consider an offer to renew the tenancy, then the Landlord shall offer to reinstate a Rental Agreement or lease on terms permitted by law to that displaced Tenant.

This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced Tenant at the address furnished to the Landlord as provided in this subsection, and shall describe the terms of the offer. The displaced Tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(B) Re-Rental of Units within Five Years

(1) For all tenancies commenced during the time periods described below, the Rental Unit shall be offered and rented or leased at the lawful Rent in effect at the time any notice of intent to withdraw the Rental Unit is filed with the Town Manager, plus annual adjustments available under section 5.55.080 of this Code.

(2) The provisions of paragraph (1) shall apply to all tenancies commenced during either of the following time periods:

(a) The five-year period after any notice of intent to withdraw the Rental Unit is filed with the Town Manager, whether or not the notice of intent is rescinded or the withdrawal of the Rental Unit is completed pursuant to the notice of intent.

(b) The five-year period after the Rental Unit is withdrawn.

(3) This subsection shall prevail over any conflicting provision of law authorizing the Landlord to establish the rental rate upon the initial hiring of the Rental Unit.

(C) Re-Rental of Rental Units Within Five Years A Landlord who offers a Rental Unit again for Rent or lease within 5 years from the date on which it is withdrawn, and which is subject to this subsection, shall first offer the unit to the Tenant displaced from the unit by the withdrawal, if that Tenant requests the offer in writing within 30 days after the Landlord has notified the Town of an intention to offer the Rental Unit again for residential Rent or lease. The Landlord of the Rental Unit shall be liable to any Tenant who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract Rent for six months, and the payment of which shall not be construed to extinguish the Landlord's obligation to comply with this subsection.

(D) Demolition Restrictions. If the Rental Unit(s) are demolished, and new Rental Unit(s) are constructed on the same property, and offered for Rent or lease within four years of the date the Rental Unit(s) were withdrawn from Rent or lease, the newly constructed Rental Unit(s) shall be subject to the system of regulation established in section 5.55.080 at which they would be offered on the basis of a fair and reasonable

return on the newly constructed Rental Unit, notwithstanding any exemption from the system of regulations for newly constructed Rental Unit.

(E) Applicability to Successors in Interest. This section shall apply to all successors in interest of a Landlord who has withdrawn Rental Units from Rent or lease. The Town Manager shall record a notice with the county recorder which shall specifically describe the real property where the Rental Unit is located, the dates applicable to the constraints and the name of the Landlord of record of the real property. The notice shall be indexed in the grantor-grantee index.

(F) A person who acquires title to the real property subsequent to the date upon which the Rental Unit thereon have been withdrawn from Rent or lease, as a bona fide purchaser for value, shall not be a successor in interest for the purposes of this Chapter if the notice prescribed by this section has not been recorded with the county recorder at least one day before the transfer of title.

(G) Notice of Withdrawal. A Landlord who seeks to demolish or withdraw a Rental Unit from the rental market under section 5.54.030(C)(7) must provide the Town Manager with a notice, that states, under penalty of perjury:

(1) The number of Rental Units withdrawn;

(2) The address or location of those Rental Units;

(3) The name or names of the Tenants of the Rental Units; and

(4) The lawful Rent applicable to each Rental Unit.

(H) The name or names of the Tenants, the Rent applicable to any residential Rental Unit, and the total number of Rental Units, is confidential information and for purposes of this Chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code).

(I) The Landlord must record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the Town Manager, and will require a certification with that notice that actions have been initiated as required by law to terminate any existing tenancies.

(J) The Landlord must notify the Town Manager in writing of the intention to re-offer the Rental Unit for Rent or lease.

(K) The date on which the Rental Unit is withdrawn from Rent or lease for purposes of this Chapter is 120 days from the delivery in person or by first-class mail of the notice of withdrawal to the Town Manager. However, if the Tenant is at least 62

years of age or Disabled, and has lived in their Rental Unit for at least one year prior to the date of delivery of the notice of intent to withdraw, then the date of withdrawal of the Rental Unit of that Tenant shall be extended to one year after the date of delivery of that notice, provided that the Tenant gives written notice of their entitlement to an extension to the Landlord within 60 days of the date of delivery of the notice of intent to withdraw.

(L) Extension of Tenancy for Elderly or Disabled Tenants. If a Tenant notifies a Landlord in writing within 60 days of the Town Manager receiving the notice of intent to withdraw the Rental Unit, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Town Manager of the notice of intent to withdraw, subject to any adjustments otherwise available under this Chapter.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The Landlord may elect to extend the tenancy on any other Rental Unit within the rental Property up to one year after date of delivery of the notice of intent to withdraw, subject to paragraphs (1) and (2) of this subsection.

(4) Within 30 days of the notification by the Tenant to the Landlord of their entitlement to an extension, the Landlord shall give written notice to the Town Manager of the claim that the Tenant is entitled to stay in their Rental Unit for one year after date of delivery of the notice of intent to withdraw.

(5) Within 90 days of date of delivery to the Town Manager of the notice of intent to withdraw, the Landlord shall give written notice of the Landlord's election to extend a tenancy under paragraph (3) and the revised date of withdrawal to the Town Manager and any Tenant whose tenancy is extended.

(6) The date of withdrawal for the Rental Unit as a whole, for purposes of calculating any time-periods in this Chapter, shall be the latest termination date among all Tenants within the Rental Unit, as stated in the notices required by paragraphs (4) and (5). A Landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (4) and (5) shall not extend the date of withdrawal.

(M) The Landlord must notify any Tenant displaced pursuant to subsection 5.54.030(C)(7) of the following:

(1) That the Town Manager has been notified pursuant to subsection 5.54.060(G).

(2) That the notice to the Town Manager specified the name and the amount of Rent paid by the Tenant as an occupant of the Rental Unit.

(3) The amount of Rent the Landlord specified in the notice.

(4) Notice to the Tenant of their rights under this subsection.

(5) Notice to the Tenant of the following:

(a) If the Tenant is at least 62 years of age or Disabled, and has lived in their Rental Unit for at least one year prior to the date of delivery to the Town Manager of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the Town Manager of the notice of intent to withdraw, provided that the Tenant gives written notice of their entitlement to the Landlord within 60 days of date of delivery to the Town Manager of the notice of intent to withdraw.

(b) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the Town Manager of the notice of intent to withdraw, subject to any adjustments otherwise available under section 5.55.080 of this Code.

(c) No party shall be relieved of the duty to perform any obligation under the lease or Rental Agreement during the extended tenancy.

(N) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Town Manager, and thereafter not later than December 31 of each calendar year for a period of two years, beginning with the year in which the six-month notice is given, the Landlord of any Property which contains or formerly contained one or more Rental Units which a Tenant or Tenants vacated pursuant to section 5.54.030(C)(7) shall notify the Town Manager, in writing, under penalty of perjury, for each such Rental Unit:

(1) Whether the Rental Unit has been demolished;

(2) If the Rental Unit has not been demolished, whether it is in use;

(3) If the Rental Unit is in use, whether that use is residential;

(4) If the Rental Unit is in residential use, the date the tenancy began, the name of the Tenant(s), and the amount of Rent charged.

(O) If a Rental Unit has been demolished, and one or more new units constructed on the lot, the Landlord shall furnish the information required by items (M)(2), (3) and (4), above, for each new unit. The Town Manager shall maintain a record of the notices received under this section and all notices received under this section for each Rental Unit withdrawn from the rental market pursuant to section 5.54.030(C)(7).

(P) The Town Manager shall notify each person who is reported as having become a Tenant in a vacated or new Rental Unit subject to the reporting requirements of subsection 5.54.060(N) that it maintains the records described in subsection 5.54.060(M), and that the Rent of the Rental Unit may be restricted pursuant to this Chapter.

(Q) The Town Manager shall maintain a register of all Rental Units withdrawn from Rent or lease under section 5.54.030(C)(7) and the Rent applicable to each unit at the time of withdrawal. The Town Manager shall inform Tenants displaced from units withdrawn from Rent or lease at the address provided by the Tenant, when the Landlord notifies the Town Manager that the Rental Unit or replacement unit will again be offered for Rent or lease within two years of the date of withdrawal.

(R) The Town Manager may investigate whether a Rental Unit that was withdrawn from Rent or lease has been again offered for Rent or lease, and whether the Landlord has complied with the provisions of this section.

5.54.070 REMEDIES.

Affirmative Defense. A Landlord's failure to comply with this Chapter, including but not limited to the identification of an applicable cause for termination described in section 5.54.030 and delivery of a completed notice of termination in accordance with the same, shall be an affirmative defense to an unlawful detainer action by Landlord.

(B) Civil Liability. Whenever a Landlord attempts to prevent a Tenant from acquiring any rights under this Chapter, retaliates against a Tenant for the exercise of any rights under this Chapter, or engages in activities prohibited under this Chapter, the Tenant may institute a civil proceeding for money damages or injunctive relief, or both. This section creates a private right of action to enforce all terms, rights, and obligations under this Chapter. Whoever is found to have violated this Chapter shall be subject to appropriate injunctive relief and shall be liable for damages, costs, and reasonable attorneys' fees, and whatever other relief the court deems appropriate. In the case of an award of damages, said award may be trebled if the trier of fact finds that the Landlord acted in knowing violation, reckless disregard, or otherwise willfully failed to comply with this Chapter. The court may award the defendant attorney's fees and costs as the prevailing party in cases where plaintiff's claim is deemed unreasonable, frivolous, meritless, or vexatious.

(C) Civil Actions to Determine Liability. Any Tenant may bring a civil action to determine the applicability of this Chapter to the tenancy.

(D) Other Private Rights of Action. Nothing herein shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-tenant third party for the damage done to said Landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action."

SECTION 3. Compliance with CEQA. The Town Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of the Ordinance may have a significant effect on the environment, in that this ordinance applies residential tenant protection to existing residential units in the Town of Fairfax, which is solely an administrative process resulting in no physical changes to the environment. Accordingly, this ordinance contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The Town Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Implementation Date. The provisions of the Chapter shall not be implemented by the Town of Fairfax until such time as sufficient agreements for implementation support, including, but not limited to, staffing, hearings, software and outreach, have been approved by the Town Council. Upon approval of said support agreements, the Town Council will set an implementation date by resolution.

SECTION 6. Effective Date and Posting. This Ordinance shall be effective 30 days following its adoption by the Town Council. Copies of this Ordinance shall, within fifteen days after its passage and adoption, be posted in three public places in the Town of Fairfax, to wit: 1. Bulletin Board, Town Hall Offices; Bulletin Board, Fairfax Post Office; and 3. Bulletin Board, Fairfax Women's Club.

The foregoing Ordinance was introduced at a special meeting of the Town Council on the 11th day of October, 2022, and duly adopted at the next regular meeting of the Town Council on the 2nd day of November, 2022, by the following vote, to wit:

AYES: ACKERMAN, CUTRANO, GODDARD, HELLMAN
NOES: COLER
ABSENT: None
ABSTAIN: None

/s/
Stephanie Hellman, Mayor

Attest: /s/ 11-04-22
Michele Gardner, Town Clerk Date

ORDINANCE NO. 925

AN ORDINANCE OF THE CITY OF BELL GARDENS CALIFORNIA ADDING CHAPTER 5.62 "RENT STABILIZATION" AND CHAPTER 5.63 "TENANT EVICTION PROTECTIONS" TO TITLE 5 OF THE BELL GARDENS MUNICIPAL CODE RESTRICTING RENT INCREASES AND ESTABLISHING EVICTION PROTECTIONS AND OTHER REGULATIONS APPLICABLE TO CERTAIN COVERED RESIDENTIAL RENTAL UNITS IN THE CITY

WHEREAS, the City of Bell Gardens ("City") is a general law city, incorporated under the laws of the State of California; and

WHEREAS, pursuant to its police power, the City may enact and enforce laws within its boundaries which promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws; and

WHEREAS, in response to community concern about rising rents and the need for greater tenant protections, at the City Council meeting of April 8, 2019, the City Council of the City of Bell Gardens ("City Council") formed an Ad Hoc Committee ("Committee") to study the issue of rent control, engage in community outreach and consider the potential development of a rent stabilization and tenant eviction protection ordinance; and

WHEREAS, on January 1, 2020, the California Tenant Protection Act of 2019 (the "Act") went into effect. Among other provisions, the Act requires just cause evictions and limits rent increases for rental properties subject to the Act to five percent plus the percentage change in the consumer price index up to a maximum of 10% (Civil Code Section 1947.12); and

WHEREAS, as of March of 2020, to mitigate the impact of the Coronavirus 2019 ("COVID-19") pandemic the State of California Legislature and County of Los Angeles Board of Supervisors implemented urgency measures to protect tenants from evictions and limit rent increases on residential properties. Because of these temporary measures, the City paused its efforts to consider a local rent control program within the City.

WHEREAS, on February 22, 2021, at the regular City Council meeting, City Council appointed additional members to the Committee and directed staff to resume its directive to explore a permanent rent control program.

WHEREAS, between June of 2021 and March of 2022 the Committee met on several occasions to explore and discuss the issue. The Committee also held two community workshops on January 13, 2022, and March 12, 2022; and

WHEREAS, on April 11, 2022, City staff provided an update to the City Council on the Committee's efforts and the City Council directed staff to prepare a rent stabilization and tenant eviction protection ordinance with input from the Committee for future consideration by the City Council; and

WHEREAS, on April 25, 2022, the City Council adopted Urgency Ordinance No. 922-U to temporarily restrict rent increases for certain residential properties while the City further considers and develops a rent stabilization and tenant eviction protection ordinance; and

WHEREAS, on July 11, 2022, the City Council adopted Urgency Ordinance No. 924-U extending the temporary rent freeze for covered units to allow more time to gather input from key stakeholders and finalize a permanent rent stabilization and tenant eviction protection ordinance for City Council consideration; and

WHEREAS, rents in the City and throughout Los Angeles County continue to rise, and although the City has lower rents relative to surrounding communities, many local residents, particularly low-income households, struggle with paying for rising housing costs and meeting other basic needs such as food, transportation and health care; and

WHEREAS, in the City of Bell Gardens, 77.8% of households are renters and approximately 88% of renter households fall within the low, very low, or extremely low income category, according to the City's Housing Element 2021-2029 ("Housing Element"). The Housing Element also indicates that 62% of renter-occupied households

in the City are cost burdened, paying more than 30% of gross income on housing; and 31% are severely cost burdened, paying more than half of gross income on housing; and

WHEREAS, the effect of high rents coupled with low incomes, critical shortages of affordable rental housing, and rapidly rising costs for other basic necessities leaves residents vulnerable to economic hardship, housing insecurity and displacement, threatening the public health, safety and welfare of a substantial number of City residents; and

WHEREAS, the Costa-Hawkins Rental Housing Act, California Civil Code section 1954.50, et seq., ("Costa-Hawkins Act") limits the applicability of local rent stabilization policies, including prohibiting local jurisdictions from applying rent control to certain residential rental properties. This Ordinance intends to comply with the Costa-Hawkins Act and all other applicable state laws; and

WHEREAS, the protections provided in this Ordinance are more restrictive, or provide greater benefits than those set forth in California Civil Code section 1946.2 in that this Ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL GARDENS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings. The Recitals above are true and correct and incorporated herein by reference.

SECTION 2. Chapter 5.62 of Title 5 of the Bell Gardens Municipal Code is hereby added to read as follows:

Chapter 5.62

RENT STABILIZATION

Sections:

5.62.010 Purpose and Applicability
5.62.020 Definitions
5.62.030 Exemptions
5.62.040 Permitted Rent Increases for Covered Rental Units
5.62.050 Permitted Rent Increases for Below Market Rents
5.62.060 Capital Improvement Pass-Through Cost Recovery
5.62.070 Petition for Rent Adjustment
5.62.080 Security Deposits
5.62.090 Rental Unit Registration
5.62.100 Notices to Tenants
5.62.110 Enforcement
5.62.120 Administrative Review and Appeals
5.62.130 Administrative Citations
5.62.140 Remedies
5.62.150 Waiver
5.62.160 Severability

5.62.010. Purpose and Applicability.

A. The purposes of this Chapter are to protect tenants from excessive rent increases and to promote long-term stability and certainty for tenants in the rental market while providing landlords an ability to receive a fair return on their rental property.

B. This Chapter shall apply to all Rental Units within the jurisdictional boundaries of the City, unless otherwise exempted by State law or the provisions of this Chapter.

C. This Chapter regulates rents for certain tenancies. It requires landlords to register rental units, establishes an administrative petition process, and provides for procedures and guidelines for the implementation of this Chapter.

5.62.020. Definitions. For the purposes of this Chapter, unless the context requires otherwise, the following definitions shall apply:

A. "**Base Rent**" means the Rent charged for a Rental Unit in effect on April 11, 2022, when the City Council declared its intent to regulate rent for residential properties in the City, or at the initiation of the Tenancy, whichever is later, plus any rent increase allowed thereafter pursuant to this Chapter.

B. "**Capital Improvement**" means the addition, substantial repair or replacement of any improvements to dwelling units, buildings, or common areas, which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to new uses, provided such improvement has a useful life expectancy of more than one (1) year and which is the same type of improvement as those allowed to be amortized over the useful life of the improvement in accordance with the Internal Revenue Code and its regulations or similar improvements as determined by the Department. Capital Improvement does not include normal or routine maintenance or repair or repairs covered by insurance.

C. "**City**" means the City of Bell Gardens.

D. **"Code"** means the City of Bell Gardens Municipal Code.

E. **"Comparable Unit"** means Rental Units that have approximately the same living space and the same or similar number of bedrooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services.

F. "**Consumer Price Index**" or "**CPI**" means the Consumer Price Index for all urban consumers of the Los Angeles-Long Beach-Anaheim, California area, published by the U.S. Department of Labor, Bureau of Labor Statistics, or any successor designation of that index that may later be adopted by the U.S. Department of Labor.

G. "**Covered Rental Unit**" means any Rental Unit that is not designated as exempt pursuant to Section 5.62.030 of this Chapter.

H. "**Department**" means the Community Development Department of the City of Bell Gardens, or other Department designated by the City Council to administer the provisions of this Chapter.

I. "**Director**" means the Director of Community Development of the City of Bell Gardens, or their designee.

J. "**Hearing Officer**" means the person designated by the City Manager or designee to conduct a review hearing and decide petitions and appeals under this Chapter.

K. "**Housing Services**" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building or residential complex in which a Rental Unit is contained.

L. "**Landlord**" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing. "Landlord" includes a Mobilehome Park and its agent, representative, or successor.

M. "**Mobilehome**" means any mobilehome as defined under California Civil Code Section 798.3.

N. "**Mobilehome Park**" means an area of land located where two or more Mobilehome spaces are rented or leased out for Mobilehomes used as residences.

O. "**Rent**" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including Tenant's access to and use of Housing Services. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. Rent does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to this Chapter.

P. "**Rental Agreement**" means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related Housing Services.

Q. "**Rental Unit**" means any dwelling unit, as defined under California Civil Code section 1940 subsection (c) located in the jurisdictional boundaries of the City of Bell Gardens and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including Mobilehomes rented by the owner of the Mobilehome, and accessory dwelling units. "Rental Unit" also means a Mobilehome Park space located in the jurisdictional boundaries of the City of Bell Gardens.

R. "**Residential Real Property**" includes any parcel of land containing one or more dwelling units intended for human habitation.

S. "**Service Reduction**" means any decrease or diminution in the level of Housing Services provided by the Landlord on or after the effective date of this Chapter, including but not limited to, services the Landlord is required to provide pursuant to:

1. California Civil Code section 1941 et. seq.;
2. The Landlord's implied warranty of habitability, which cannot be contractually excluded or waived;
3. A Rental Agreement between the Landlord and the Tenant; and
4. The level of service as implied by the condition of improvements, fixtures, and equipment, and their availability for use by the Landlord at the time of execution of the Rental Agreement with the Landlord.

T. "**Tenancy**" means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

U. "**Tenant**" means a tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

5.62.030. Exemptions.

A. This Chapter shall not apply to any Rental Unit expressly exempt pursuant to any provision of State or federal law, with the exception of the requirements of Section 5.62.090.

B. The following are specifically exempt from the provisions of this Chapter:

1. Any dwelling unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995.
2. Any dwelling unit that is alienable separate from the title to any other dwelling unit, including single family residences, condominiums and townhomes, but excluding Mobilehomes offered for rent by the owner of the Mobilehome, or is a subdivided interest in a subdivision, as specified in California Business and Professions Code Section 11004.5 (b), (d) or (f).
3. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low or moderate income, as defined in Health and Safety Code section 50093, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low or moderate income, as defined in Health and Safety Code section 50093 or comparable federal statutes, but excluding any dwelling unit for which a Landlord receives federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937 line 9 (42 U.S.C. Sec. 1437f).
4. Owner-occupied residential real property containing no more than three (3) rental units in which the owner occupied one of the units as the owner's principal place of residence since the beginning of the tenancy, so long as the owner continues in occupancy. For purposes of this subsection:
    a. The term "owner" means a natural person who owns at least a 25% ownership interest in the residential real property.
    b. An exemption under this subsection shall expire by operation of law when the owner ceases to reside on the property as their principal place of residence.

5. Accommodations in hotels, motels, inns, tourist homes and boarding houses, and rooming houses, or other facilities, for which the City has received or is entitled to receive payment of transient occupancy tax pursuant to Chapter 3.24 of the Code (Transient Occupancy Tax) and California Civil Code section 1940 subdivision (b).
6. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly (as defined in Health and Safety Code Section 159.2), or any other facility licensed by the State to provide medical care for residents.

C. Exemptions are not automatic but shall be granted by the Department upon application by the Landlord as set forth in Section 5.62.090.

5.62.040. Permitted Rent Increases for Covered Rental Units.

A. A Landlord shall not increase the Rent for a Covered Rental Unit by more than fifty percent (50%) of the change in CPI, or four percent (4%), whichever is *lower*. For purposes of this Section, "change in CPI" means the percentage change in the Consumer Price Index over the previous 12-month period ending in April of each year.

B. A Landlord shall not impose more than one (1) Rent increase for a Covered Rental Unit in any 12-month period, calculated from the date the Rent increase takes effect, unless otherwise permitted pursuant to this Chapter.

C. Commencing ten (10) days after the effective date of this Chapter and no later than September 30 of each subsequent year, the Department shall announce the maximum allowable annual Rent increase effective as of November 1 of that year, in accordance with the Department's procedures and guidelines.

D. A Landlord may impose an annual Rent increase for any Covered Rental Unit, as allowed in this Section, only after providing at least thirty (30) days written notice to the Tenant of the Rent increase pursuant to California Civil Code section 827.

E. A Landlord may impose an annual Rent increase only upon registering the Rental Unit with the City and paying any required annual registration fees pursuant to

Section 5.62.090, and maintaining compliance with State and local laws and requirements.

F. A Landlord who does not impose an annual Rent increase or a portion of the permitted annual Rent increase waives that annual Rent increase or the remaining portion of that permitted annual Rent increase for the remainder of the Tenancy. A Landlord shall not bank any waived or unused permitted annual Rent increases for use in future years.

G. This Chapter does not supersede a Landlord's right to set the initial Rent for new tenancies under State law.

H. A Tenant of a Covered Rental Unit subject to this Section shall not enter into a sublease that results in a total Rent for the Rental Unit that exceeds the allowable Rent authorized by this Section. Nothing in this Section authorizes a Tenant to sublet or assign the Tenant's interest where otherwise prohibited

I. A Tenant may refuse to pay a Rent increase which is in violation of this Chapter. Such refusal to pay the unallowed increased amount in excess of permitted Rent charges shall be an affirmative defense in any action brought to recover possession of a Rental Unit or to collect the Rent increase owed.

5.62.050. Permitted Rent Increases for Below Fair Market Rent.

A. If the Landlord of a residential real property charges an existing Tenant Rent for a Covered Rental Unit that is less than 80% of Fair Market Rent for a Comparable Unit, upon approval of the Department, a Landlord may increase the Rent, in addition to the annual Rent increase allowed under Section 5.62.040, by an amount not to exceed three percent (3%) subject to the following:

1. The Department shall only approve adjustments to Rent increases under this subsection until the Rent equals or exceeds 80% of Fair Market Rent for a Comparable Unit.
2. The U.S. Department of Housing and Urban Development's Office of Policy Development and Research's (HUD PD&R) then most recently published Small Area Fair Market Rents (SAFMRs) calculated for the

Bell Gardens Zip Code shall be used for determining Fair Market Rent. In the event HUD PD&R ceases publishing such Small Area Fair Market Rent, the City Council, by resolution, may identify an alternative source of Fair Market Rent.

3. The Landlord files an application with the Department to request approval for a permitted below market rent increase in accordance with the Department's procedures and guidelines.
4. A Landlord may not increase the Rent under this Section until the Department approves the Landlord's application and the Landlord registers each affected Rental Unit pursuant to Section 5.62.090. Only one additional Rent increase may be approved in any 12-month period.
5. The Landlord shall provide Tenants with written notice of the Rent increase authorized by the Department.
6. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.

5.62.060. Capital Improvements Pass-Through Cost Recovery.

A. A Landlord may pass-through 50% of Capital Improvement costs to existing Tenants in Covered Rental Units in accordance with the provision of this Section.

B. Capital Improvements must be for the primary benefit, use and enjoyment of Tenants, cost-factored, and amortized over a useful life of at least five (5) years, and permanently fixed in place or relatively immobile and appropriate to the use of the rental property.

C. Capital Improvements eligible for pass-through cost recovery include, but are not limited to:

1. The addition, but not the replacement, of the following improvements to a Rental Unit or common areas of the building in which the Rental Unit is located: air conditioning, security gates and other security items, swimming pool, sauna or hot tub, fencing, children's play equipment permanently

installed on the premises, and other similar improvements as determined by the Department.

2. Replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit pursuant to State or local law.
3. Abatement of hazardous materials, such as lead-based paint, mold or asbestos, in accordance with applicable federal, State, and local laws.

D. Capital Improvements cannot include regular maintenance or repairs from wear and tear, or be the result of a Landlord's failure to perform regular maintenance and repairs, or repairs covered by insurance.

E. Application Process.

1. A Landlord must apply to the Department for recovery of Capital Improvement costs, on a form approved by the Department, within one hundred eighty (180) days of completion of the Capital Improvement.
2. The pass-through application must contain the following information, and be accompanied by copies of relevant supporting documentation:
   a. A description of the completed Capital Improvement;
   b. A copy of all estimates, contracts, bills, invoices, and other documentation reasonably necessary to establish the cost of the Capital Improvement;
   c. The proposed amortization period to be used based on the Department's procedures and guidelines, if the period differs from 60 months;
   d. A list of Tenants that will be affected by or benefit from the Capital Improvement;
   e. The formula used to calculate the pro rata share of each Tenant;
   f. The monthly cost to each affected or benefiting Tenant;
   g. The commencement and completion dates of the Capital Improvement; and
   h. Such other information as the Department may reasonably request.

3. Within five (5) calendar days after submission of the application with the Department, the Landlord shall serve each affected Tenant with notice of the application via personal service or certified mail return receipt requested. The notice must include a copy of the application.
4. Within ten (10) calendar days after submission of the application, the Landlord shall file with the Department a proof of service signed under penalty of perjury stating that a copy of the application was served upon the affected Tenant. Such proof of notice is required before the application will be reviewed by the Department.

F. Landlord may not pass-through costs of Capital Improvements to Tenants until the Department approves the Landlord's application and the Landlord registers each affected Rental Unit pursuant to Section 5.62.090.

G. No pass-through cost-recovery shall be approved in an amount that would exceed five percent (5%) of the Rent in effect at the time the pass-through application is filed with the Department. If the total amount of calculated pass-through costs would result in an increase that exceeds five percent (5%), the pass-through cost amortization period may be extended beyond the established amortization period to allow the Landlord to recover eligible Capital Improvement costs while not exceeding the maximum increase authorized by this subsection.

H. A Landlord shall provide written notice of an approved pass-through cost to Tenants in accordance with California Civil Code section 827 and the notice shall be delivered at least thirty (30) days before the approved pass-through cost takes effect.

I. The approved pass-through cost should appear as a separate line item on a Rent statement along with the end date of the amortization period and any remaining pass-through balance. An approved pass-through cost is not considered Rent for purposes of this Chapter.

J. Pass-through cost recovery applications will be considered and determined by the Director in accordance with guidelines and procedures established by the

Department; and the Director's determination may be appealed to a Hearing Officer in accordance with the procedures set forth in Section 5.62.120.

5.62.070. Petition for Rent Adjustment.

A. Landlord's Application for Rent Increase. A Landlord may file an application with the Department to request an increase in Rent for a Covered Rental Unit in excess of that which is permitted under Sections 5.52.040 and 5.62.050 to in good faith ensure a fair and reasonable return on the Landlord's investment.

1. Presumption. It shall be a rebuttable presumption that the annual net operating income earned by a Landlord, and Rent increases allowed under Sections 5.62.040 and 5.62.050, provide the Landlord with a fair and reasonable return on their investment. A Landlord shall have the burden to prove the necessity of any additional Rent increase necessary to earn a fair and reasonable return.
2. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.
3. Approval of the Landlord's application for Rent increase may become effective only after all of the following:
    a. A Landlord has provided written notice to the Tenant of the approved Rent increase for the Covered Rental Unit in accordance with California Civil Code section 827; and
    b. A Landlord has registered each Rental Unit in the rental property, and is current on payment of registration fees, pursuant to Section 5.62.090.
4. Review and Approval of Application for Rent Increase.
    a. The Department shall consider the following factors, as well as any other relevant factors, in reviewing the application and making its determination, and no one (1) factor shall be determinative.
        i. Changes in the CPI.

ii. The rental history of the affected Covered Rental Unit(s) and the rental property, including the Base Rent and pattern of past Rent increases or decreases;

iii. The Landlord's income and expenses as they relate to the rental property.

iv. Increases or decreases in property taxes.

v. The history or any prior hearings or determinations on an application for Rent increase by Landlord.

vi. The addition of Capital Improvements on the rental property.

vii. The physical condition of the affected Covered Rental Unit(s) and building, including the quantity and quality of maintenance and repairs performed during the preceding twelve (12) months, as well as the long-term patterns of operating, maintenance, and Capital Improvement expenditures.

viii. The need for repairs caused by circumstances other than ordinary wear and tear.

ix. Any increase or decrease of Housing Services since the last Rent increase.

x. Any existing Rental Agreement lawfully entered into between the Landlord and the Tenant.

xi. A decrease in net operating income.

xii. A fair and reasonable return on the building prorated among the Rental Units in the building.

xiii. If Landlord received Rent in violation of this Chapter or has otherwise failed to comply with this Chapter.

b. The Director may approve or deny an application for Rent increase beyond that which is permitted under Section 5.62.040 and 5.62.050 and make the following determinations, with written findings in support thereof, in compliance the provisions of this Chapter:

i. The Department determines the Rent increase in the amount requested by Landlord is necessary and appropriate to ensure the Landlord receives a fair and reasonable return on the Landlord's investment, and will not cause an undue financial burden on the affected Tenant.

ii. The Department determines a lesser Rent increase than the amount requested by Landlord more appropriately ensures a fair and reasonable return on the Landlord's investment and will not cause an undue financial burden on the affected Tenant.

iii. The Department determines no additional Rent increase is necessary and appropriate to ensure the Landlord receives a fair and reasonable return on the Landlord's investment.

c. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.

5. Notices Upon Filing Application for Rent Increase. Within five (5) calendar days after submission of an application for Rent increase with the Department, the Landlord, at their own expense, shall provide written notice of said application to each affected Tenant via personal service or certified mail return receipt requested.

B. Tenant Application for Adjustment. A Tenant of a Covered Rental Unit may file an application for Rent adjustment with the Department for its determination in order to in good faith ensure the Tenant receives any adjustment they may be entitled to because of a Landlord's potential violation(s) of this Chapter. A Tenant must file such application for Rent adjustment within one hundred eighty (180) days from the date the Tenant knew, or reasonably should have known, of the Landlord's potential violation(s).

1. Unlawful Rent and/or Fees or Charges. A Tenant may file an application for adjustment with the Department due to a Landlord's demand for Rent, fees,

or charges that may be in excess of that permitted for a Covered Rental Unit.

2. Failure to Maintain Habitable Premises. A Tenant may file an application for adjustment with the Department to request a refund of, or decrease in, Rent proportional to a Landlord's potential failure to maintain the Covered Rental Unit as a habitable premise in accordance with applicable laws or the Rental Agreement.
    a. A Landlord shall not be liable to a Tenant for failure to maintain habitable premises if the Tenant caused the condition that is the subject of the application.
3. Decrease in Housing Services. A Tenant may file an application for adjustment with the Department for a Service Reduction in Housing Services, without a corresponding reduction in Rent, which may be considered an increase in excess of permitted Rent.
4. Prior to filing an application for adjustment with the Department, a Tenant shall provide the Landlord all of the following:
    a. Written notice identifying the potential violation(s) of excess Rent, fees or charges, failure to maintain habitable premises and/or decrease in housing services; and
    b. A reasonable opportunity for the Landlord to correct the issues.
5. Review and Determination of Application for Adjustment. The Department shall consider the following factors, as well as any other relevant factors, in making its determination and no one (1) factor shall be determinative.
    a. Increases or decreases in Rent or Housing Services since the effective date of this Chapter,
    b. The pattern of recent Rent or Housing Service increases or decreases.
    c. Whether the Landlord has received payment in excess of the maximum allowable Rent, fees, or charges permitted by this Chapter or has otherwise failed to comply with this Chapter.

d. When and how the Service Reduction was first identified by the Tenant and when and how the Landlord was notified of the alleged Service Reduction, orally, or in writing, and Landlord's response to such notice and whether Housing Services were reinstated or restored by the Landlord, and if so, when and how.

e. Whether any habitability violations stated by the Tenant in the application was improved or corrected, and if so, when and how.

f. The status of the habitability issues as of the date the application is signed.

6. Notice upon Filing Application for Adjustment. Within five (5) calendar days after submission of an application for adjustment with the Department, the Tenant shall provide written notice of said application to the Landlord via personal service or certified mail return receipt requested.

C. Application Submittal to Department for Rent Increase or Adjustment. Upon receipt of an application, the Department shall review and evaluate whether there should be a Rent increase or adjustment in accordance with this Section and the Department's procedures and guidelines.

1. The application shall be on a form approved by the Department, signed under penalty of perjury, and must be accompanied by an application fee, if any, and must include the following:

a. The specific Rent increase or adjustment requested; and

b. Copies of any books, records, papers, or other financial information relevant to the review of the application; and

c. Other documentation reasonably required by the Department relevant to the application.

2. Application Fees. The Department may set a reasonable application fee to be paid by the applicant at the time of the filing based on the administrative expenses incurred in reviewing and processing the application.

3. The Department shall have the authority to deem an application complete.

D. Right of Assistance. All parties to an application for Rent adjustment may seek assistance from attorneys or any other person designated by said parties.

E. Consolidation. Applications for Rent adjustment pertaining to Tenants in the same building or rental property may be consolidated for determination at the election of the Department.

5.62.080. Security Deposit.

A. Unless otherwise prohibited by State law or the terms of a written rental agreement, a Landlord may increase a Tenant's security deposit for a Covered Rental Unit at the same time the Landlord seeks to increase the Rent under sections 5.62.040. Any increase in the security deposit shall be clearly stated in the written notice of the annual rent increase and shall not exceed the maximum amount authorized by State law.

B. As used in this Section, security deposit means any "security" as defined in California Civil Code section 1950.5.

5.62.090. Rental Unit Registration.

A. On or before September 30, 2023, and on or before September 30 of each subsequent year, a Landlord must register with the Department each Rental Unit that is rented or available for Rent for a term exceeding thirty (30) consecutive days by filing a rental registration in a form approved by the Department. After initial Rental Unit registration, a Landlord shall notify the Department and update the rental registration within thirty (30) days of the start of a new tenancy or any subsequent change in tenancy or ownership.

B. Registration must include, but is not limited to, the following information:

1. Property information, including address, year built and certificate of occupancy date.
2. Rent for each Rental Unit in the rental property at the time of registration and the date and amount of the last Rent increase.
3. Ownership information for the rental property.

4. The number of total Rental Units in the rental property.
5. The number of bedrooms and bathrooms for each Rental Unit
6. Tenant information, including names and move-in dates.
7. A description of Housing Services.
8. Any additional information reasonably required by the Department to implement this Chapter.

C. Registration Fee. A Landlord must pay an annual registration fee for each Rental Unit registered on or after September 30, 2023. The registration fee shall be established by resolution of the City Council. Such fees are intended to recover the City's reasonable costs to implement, administer and enforce its rent stabilization and eviction protection regulations as set forth in Chapters 5.62 and Chapter 5.63 of the Code. The registration fee established by this subsection shall be waived for any Rental Unit in an owner-occupied residential real property containing no more than four (4) dwelling units in which the owner occupies one of the units as the owner's principal place of residence, so long as the owner continues in occupancy. For purposes of this subsection:

1. The term "owner" means a natural person who owns at least a 25% ownership interest in the residential real property.
2. A waiver under this subsection shall expire by operation of law when the owner ceases to reside on the property as their principal place of residence.

D. Registration Fee Pass-Through. A Landlord may recover fifty percent (50%) of a registration fee from the Tenant. A Landlord may only collect one annual registration fee pass-through cost at a time and must also meet the following requirements to pass-through this registration fee:

1. Timely and accurately submits an annual registration for each Rental Unit in the rental property;
2. Lists the registration fee pass-through cost as a separate line item on the monthly obligation(s) statement;
3. Provides Tenant with thirty (30) days' notice before collecting any registration fee pass-through cost; and

4. A Tenant's payment to the Landlord for the registration fee pass-through cost is paid in twelve (12) equal, monthly installments, unless otherwise agreed to by the Tenant.

E. Application for Rental Unit Exemption. Any person with an ownership interest in a Rental Unit may claim an exemption from this Chapter by filing with the Department an application of exemption on a form approved by the Department.

5.62.100. Notices to Tenants.

A. Mandatory Notices to Tenants. Landlords must provide to each Tenant, prior to, or at the time of agreeing to rent or lease a Covered Rental Unit, a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances.

1. When entering into a Rental Agreement, by including a copy of the form notice as an exhibit or attachment to the written Rental Agreement;
2. When renewing a Rental Agreement; and
3. When providing notice of a Rent increase or decrease in a Covered Rental Unit

B. Notice Regarding Potential Pass-Through Costs and Fees. A Landlord shall include language in the Rental Agreement that Tenant may be subject to pass-through costs and fees that have been reviewed and approved by the Department.

C. If the Rental Agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights in English and the language in which the Rental Agreement was negotiated or written.

5.62.110. Enforcement.

A. Enforcement Authority. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.

B. The Director of the Department, or designee, may develop and publish procedures and guidelines to aid in the implementation of this Chapter.

5.62.120. Administrative Review and Appeals.

A. Administrative Review.

1. The Department shall review and evaluate applications pursuant to this Chapter and issue a notice of decision in accordance with its procedures and guidelines.
2. The Department may request documents, interview witnesses and affected parties, and gather necessary evidence to review and make appropriate conclusions and findings.

B. Appeal. Any party dissatisfied by the Department's final decision pursuant to this Chapter may request an appeal of the Department's decision to a Hearing Officer, unless otherwise prohibited by this Chapter. The Department's administrative record shall be reviewable by the Hearing Officer.

C. Time Limit. A party must file an appeal in writing before the Department within thirty (30) of the Department's final decision. The Hearing Officer shall have no authority to consider matters not filed within thirty (30) days of the Department's final decision.

D. Filing of Appeals. An appeal shall be filed with the Department, on the prescribed form, along with any accompanying appeal fee, and shall state specifically whether the basis of the appeal is that:

1. The Department's determination or interpretation is not in accord with the purposes of this Chapter;
2. There was an error or abuse of discretion by the Department;
3. The administrative record includes inaccurate information; or
4. The Department's decision is not supported by the administrative record.

E. Procedures for Appeals.

1. Hearing Dates. A hearing on a request for appeal will be scheduled before a hearing officer for a date no sooner than fifteen (15) days and no later than sixty (60) days after receipt of the request for appeal, unless the hearing officer determines that good cause exists for an extension of time.

Upon setting the hearing date, the hearing officer shall send written notice to the appealing party of the date, time and place set for the hearing.

2. Public Hearing. The appeal hearing shall be conducted at a hearing open to the public. At the hearing, the Hearing Officer shall review the record of the decision and hear testimony of the party requesting the appeal, representatives of the Department, and any other interested party.
3. Application and Materials. At an appeal hearing, the Hearing Officer shall consider only the administrative record that was the subject of the Department's final decision.

F. Decision and Notice.

1. After the hearing, the Hearing Officer shall either:
   a. Affirm, modify, or reverse the Department's decision and specify the reasons for its decision; or
   b. Refer the matter back to the Department for further review.
2. Decisions shall be rendered within thirty (30) days of the close of the hearing. If the Hearing Officer fails to act within thirty (30) days of the close of the hearing, the Department's decision shall be deemed affirmed.

G. The Hearing Officer shall mail the Hearing Officer's decision to the parties within ten (10) days after it is rendered.

H. Final decision. The decision of the Hearing Officer shall be final and not subject to further appeal.

I. Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an administrative decision of a hearing officer pertaining to a request for appeal of a Director's decision under this Chapter, may seek judicial review in the Court pursuant to Government Code Section 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.

5.62.130. Administrative Citations.

A. Administrative Citation. Any Landlord or Tenant who violates any provision of this Chapter, or Department's procedures and guidelines, is subject to an

administrative fine as set in a schedule of fines adopted by resolution by the city council as provided in Chapter 1.16 of the Code.

B. Remedies are Cumulative. Each day that a violation continues shall constitute a separate and distinct offense for which an administrative fine may be imposed. The remedies set forth in this section are cumulative and in addition to any other penalty provided by law, including any remedies which may be sought in a civil action. The provisions of this Chapter shall not be construed as limiting any party's right to obtain relief to which he or she may be entitled at law or in equity.

C. Notices of Violation and Administrative Fine. If the Department determines that a Landlord or Tenant has violated this Chapter, the Department may issue notices of violation and administrative fine in accordance with the authority and procedures set forth in Chapter 1.16 of the Code.

D. Administrative Appeals and Judicial Review.

1. Administrative Appeal. Any Landlord or Tenant who receives a notice of administrative fine may request an administrative hearing before a hearing officer in accordance with Chapter 1.16 of the Code.
2. Judicial Review of Hearing Officer Decision. Any Landlord or Tenant may seek judicial review of a hearing officer's decision pertaining to the imposition of an administrative fine in accordance Chapter 1.16 of the Code.

5.62.140. Remedies.

A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant who will fairly and adequately represent the Tenant's interest, including the City, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this Chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.

B. Civil Penalty. Any person violating any of the provisions, or failing to comply with any of the requirements of this Chapter, may be liable for a civil penalty not to exceed One Thousand Dollars ($1,000) for each violation.

C. Criminal Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this Chapter, shall be guilty of a misdemeanor and punished by a fine of not more than One Thousand Dollars ($1,000), or by imprisonment in the county jail for a period of not more than six (6) months, or by both.

D. Defense to Eviction. A Tenant may assert as an affirmative defense a Landlord's failure to comply with the provisions of this Chapter in any action by a Landlord to recover possession of a Rental Unit.

E. Each violation of any provision of this Chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

F. The above remedies are not exclusive and do not preclude the City or any Tenant from seeking other remedies or penalties provided by applicable law.

5.62.150. Waiver. Any waiver of rights under this Chapter shall be void as contrary to public policy.

5.62.160. Severability. If any provision of this Chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Chapter are declared to be severable.

SECTION 3. Chapter 5.63 of Title 5 of the Bell Gardens Municipal Code is hereby added to read as follows:

Chapter 5.63

TENANT EVICTION PROTECTIONS

Sections:

5.63.010 Purpose and Applicability
5.63.020 Definitions
5.63.030 Termination of Tenancy
5.63.040 Relocation Assistance
5.63.050 Tenant Buyout Agreements
5.63.060 Retaliatory Eviction and Anti-Harassment
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5.63.010. Purpose and Applicability.

A. The purpose of this Chapter is to reasonably regulate just cause evictions so as to be more protective than Civil Code section 1946.2.
B. This Chapter shall apply to any Tenancy after at least one Tenant has continuously and lawfully occupied a Rental Unit for twelve (12) months or more.
C. This Chapter regulates evictions for certain tenancies. It requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this Chapter.

5.63.020. Definitions. For the purposes of this Chapter, unless the context requires otherwise, the following definitions shall apply.

A. "**Buyout Agreement**" means a written agreement between a Landlord and a Tenant as provided in Section 5.63.050 by which a Tenant, typically in consideration for monetary payment, agrees to vacate a Rental Unit.

B. "**City**" means the City of Bell Gardens.

C. **"Code"** means the City of Bell Gardens Municipal Code.

D. "**Department**" means the Community and Economic Development Department of the City of Bell Gardens, or other Department designated by the City Council to administer the provisions of this Chapter.

E. "**Director**" means the Director of the Department, or their designee.

F. "**Ellis Act**" means California Government Code sections 7060 - 7060.7.

G. "**Housing Services**" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which a Rental Unit is contained.

H. "**Landlord**" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.

I. "**Landlord's Family Member**" means a spouse, domestic partner, child, grandchild, parent, or grandparent of a Landlord who is a natural person whose name is on the title of the property.

J. "**Mobilehome**" means any mobilehome as defined under California Civil Code Section 798.3.

K. "**Mobilehome Park**" means an area of land located where two or more Mobilehome spaces are rented or leased out for Mobilehomes used as residences.

L. "**Rent**" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit or Mobilehome Park space located in the jurisdictional boundaries of the City of Bell Gardens, including Tenant's access to and use of Housing Services. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. Rent does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to this Chapter.

M. "**Rental Agreement**" means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related Housing Services.

N. "**Rental Unit**" means any dwelling unit, as defined under California Civil Code section 1940 subsection (c) located in the jurisdictional boundaries of the City of Bell Gardens and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including Mobilehomes rented by the owner of the Mobilehome, and accessory dwelling units.

O. "**Residential Real Property**" includes any parcel of land containing one or more dwelling units intended for human habitation.

P. "**Tenancy**" means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

Q. "**Tenant**" means a tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

5.63.030. Termination of Tenancy.

A. No Landlord shall terminate a Tenancy of an occupied Rental Unit after a Tenant has continuously and lawfully occupied the Rental Unit for twelve (12) months or more unless the Landlord can demonstrate either a For Cause or No-Fault termination.

B. When terminating a Tenancy either For Cause or No-Fault, a Landlord must comply with all of the following:

1. The Landlord must serve a written notice to the Tenant in accordance with California Civil Code sections 1946 through 1946.5 that states the Landlord will terminate the Tenancy, indicates at least one For Cause or No-Fault reason for termination in reasonable detail, and includes any other information required by federal or State law; and
2. The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Rental Unit beyond the term of the terminated Tenancy in compliance with California Civil Code sections 1945 through 1946.5; and
3. The Landlord qualifies the termination as For Cause or No-Fault, as specified in this Section; and
4. If the termination is a No Fault termination, the Landlord has provided the Tenant with the notice of relocation assistance required by Section 5.63.040.
5. The Landlord has submitted to the Department, within five (5) days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant. The Landlord shall maintain proof of service to the Department as evidence that the Landlord has complied with this Section.

C. **For Cause Termination of Tenancy**. If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Rental Unit, the termination qualifies as a For Cause Termination.

1. **Failure to Pay Rent**. Tenant failed to pay Rent within three (3) days of written notice being served on Tenant by Landlord demanding payment as provided in paragraph (2) of California Code of Civil Procedure Section 1161.
2. **Violation of Material Term of Rental Agreement**. Tenant has continued to violate a material term of the Rental Agreement as provided in California Code of Civil Procedure section 1161 subdivision (3), after written notice to cease, and did not cure such violation within ten (10) days after receiving written notice from the Landlord of such violation.
3. **Waste**. A Tenant committed waste as described in California Code of Civil Procedure section 1161 subdivision (4).
4. **Nuisance or Illegal Purpose**. Tenant has maintained, committed, or permitted the maintenance or commission of a nuisance or used the Rental Unit for an illegal purpose as provided in California Code of Civil Procedure section 1161 subdivision (4) including:
    a. Any crime or act of violence committed by a Tenant of a Rental Unit which involves use of a gun or a deadly weapon, or inflicts serious bodily injury and for which a police report has been filed;
    b. Any threat of violent crime or violence, which includes any statement made by a Tenant, or at the Tenant's request, by the Tenant's agent, to any person who is on the property where the Rental Unit is located, threatening to commit a crime or violence which will result in death or serious bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is unequivocal, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety; or

c. Tenant has created or is maintaining a dangerous condition or an unsanitary condition that endangers health, safety and welfare or physically damages the unit beyond normal wear and tear and that condition has not been promptly abated or repaired after written notice to the Tenant from the Landlord and the passage of a reasonable cure period.

It shall be an affirmative defense to an action for possession of a Rental Unit under this Subsection 5.63.030.E.4 if a court determines that: (i) The Tenant or the Tenant's household member is a victim of an act or acts that constitute domestic violence or sexual assault or stalking; and (ii) The notice of For Cause termination is substantially based upon the act or acts constituting domestic violence or sexual assault or stalking against the Tenant or a Tenant's household member, including but not limited to an action for possession based on complaints of noise, disturbances, or repeated presence of police.

5. **Failure to Sign Substantially Similar Lease**. The Tenant has refused to execute a written extension or renewal of a Rental Agreement upon expiration of a prior Rental Agreement, after written request or demand from the Landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written Rental Agreement, and is consistent with federal, State, and local laws. For purposes of this Subsection, the Landlord's written request or demand must be received no later than sixty (60) days before final day of Tenancy of the prior Rental Agreement.
6. **Assignment or Subletting in Violation of Lease**. The Tenant has assigned or sublet the Rental Unit in violation of the Rental Agreement, as provided in California Code of Civil Procedure section 1161(4).
7. **Refuse Access**. Tenant has continued to refuse, after Landlord has provided a written request, reasonable access to the Rental Unit by the Landlord for the purpose of making necessary repairs or improvements in

accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1.

8. **Failure to Vacate After Termination of Employment.** Tenant was employed by the Landlord to serve as a resident manager or other employee, was provided with the Rental Unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any Tenant whose Tenancy in the building or complex housing the Rental Unit commenced prior to assuming managerial responsibilities or whose status as a Tenant commenced prior to their status as a resident manager.
9. **Failure to Vacate After Termination of Lease.** A Tenant's failure to timely deliver possession of the Rental Unit after: (i) providing the Landlord written notice as provided in Civil Code section 1946 of the Tenant's intention to terminate a lease; or (ii) making a written offer to surrender, that is accepted in writing by the Landlord, but the time specified in that written notice as described in Code of Civil Procedure section 1161(5) has expired.

D. **No-Fault Termination of Tenancy.** If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Rental Unit, the termination qualifies as a No-Fault termination.

1. A Landlord seeks in good faith to recover possession in order to imminently:
   a. Demolish the Rental Unit
   b. Withdraw the Rental Unit permanently from rental housing use pursuant to the Ellis Act and other applicable State laws.
2. A Landlord seeks in good faith to recover possession of a Rental Unit for the use and occupancy by Landlord or Landlord's Family Member as the principal residence. Said Rental Unit must be occupied as the principal residence within ninety (90) days of the Tenant household vacating the Rental Unit, and the Rental Unit must continue to be occupied as the principal residence of Landlord or Landlord's Family Member for at least three (3) years, unless extenuating circumstances exist.

a. If the Rental Agreement was entered into on or after the effective date of this Chapter, this Subsection 5.63.030.D.2 shall apply only if the Tenant agrees, in writing, to the termination, or if a provision of the Rental Agreement allows the Landlord to terminate the Rental Agreement if the Landlord, or Landlord's Family Member unilaterally decides to occupy the Rental Unit.
b. A Landlord must provide the Tenant sixty (60) days' written notice that the Landlord intends to terminate the Tenancy.
c. Owner-Occupancy Disclosure.
    i. Not less than sixty (60) days prior to the final date of the Tenancy, in addition to any notice required by California Civil Code section 827, the Landlord must disclose to the Department the name(s) of the eligible individual(s) who will occupy the Rental Unit, and the relationship of said individual(s) to the Landlord.
    ii. The Department may contact Landlord during the three (3) year occupancy time frame to confirm that the Landlord or Landlord's Family Member resides in the recovered Rental Unit(s), and may obtain written verification of residency.
d. A Landlord may not terminate a Tenancy under this Section if any of the following apply, unless the Landlord or Landlord's Family Member who will reside in the Dwelling Unit is similarly situated as the Tenant or Tenant's household members who are being displaced:
    i. any Tenant in the Rental Unit has continuously resided in the Rental Unit for at least five (5) years, and a member of Tenant's household is either: (i) 62 years of age or older; or (ii) disabled as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;

ii. any Tenant in the Rental Unit or member of Tenant's household is terminally ill as certified by a treating physician licensed to practice in the State of California; or

iii. any Tenant in the Rental Unit is a low-income tenant (low-income tenant means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).

e. Tenant's Right of First Return.

i. If a Landlord or Landlord's Family Member ceases occupation of the Rental Unit within three (3) years after the final date of Tenancy, the Tenant of a Rental Unit is entitled to receive notice of the first right to return to rent the same unit at the Rent previously charged plus any annual Rent increases allowed under Chapter 5.62 of the Code.

ii. Nothing in this Section shall be construed to relieve the Landlord of the obligation to directly contact the former Tenant and to advise the Tenant that the recovered Rental Unit will again be offered for Rent.

3. A Landlord seeks in good faith to recover possession to comply with any of the following: (i) An order issued by a government agency or court relating to habitability that necessitates vacating the Rental Unit; (ii) An order issued by a government agency or court to vacate the Rental Unit; or (iii) A local ordinance that necessitates vacating the Rental Unit. If it is determined by any government agency or court that the Tenant is at fault for the condition or conditions triggering the order or for the need to vacate under this Subsection, the Tenant shall not be entitled to relocation assistance.

E. All No-Fault terminations of Tenancy are eligible for relocation assistance.

5.63.040. Relocation Assistance.

A. Permanent Relocation Assistance. When relocation assistance must be paid to Tenants who are evicted from their Rental Unit pursuant to Section 5.63.030, the Landlord must make the relocation assistance payment in accordance with this Section. The Landlord must provide written notice to the Tenant of the Tenant's entitlement to permanent relocation assistance at the same time the Landlord serves a notice of termination of Tenancy.

1. The Landlord shall pay a relocation assistance amount equal to three (3) times the Tenant's monthly Rent in effect when the Landlord served the notice to terminate the tenancy.
2. If any Tenant residing in the Rental Unit from which the Tenants are to be displaced includes a Qualified Tenant, then all Tenants living in the Rental Unit are collectively entitled to additional relocation assistance as follows:
    a. The Landlord shall pay an additional relocation assistance amount equal to one (1) times the Tenant's monthly Rent in effect when the Landlord served the notice to terminate the tenancy.
    b. For purposes of this Subsection, Qualified Tenant means any Tenant who:
        i. Is sixty-two (62) years of age or older, disabled, as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;
        ii. Has one or more dependent children under the age of eighteen (18) residing in the Rental Unit;
        iii. Meets the income limits for a "lower-income household" as defined in California Health and Safety Code section 50079.5; or
        iv. Has continuously resided in the Rental Unit for five (5) years or more.

The Tenant shall notify Landlord within ten (10) days of receiving the termination of tenancy notice, if any of the Tenants living in the Rental Unit from which the Tenants are to be displaced includes a Qualified Tenant, along with any reasonable proof of eligibility.

3. Permanent relocation assistance payments must be paid directly to the Tenant.
    a. If a Rental Unit is occupied by two (2) or more Tenants, then each Tenant of the Rental Unit shall be paid a pro-rate share of the relocation assistance payment.
    b. Landlord shall pay one-half of the relocation assistance due no later than fifteen (15) days following service of the termination of tenancy and the balance due no later than five (5) business days after the Tenant has vacated the Rental Unit. If a Tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided pursuant to this Chapter shall be recoverable as damages in an action to recover possession.

B. Temporary Relocation Assistance. A Landlord must provide temporary relocation assistance to Tenants of a Rental Unit who are temporarily displaced due to repairs, rehabilitation of a Rental Unit, health and safety violations, or other work or activities that will make the Rental Unit an untenantable dwelling, as defined in California Civil Code Section 1941.1, or will expose the Tenant to toxic or hazardous materials, or that cannot otherwise be completed while the Tenant remains in the Rental Unit.
    1. Thirty (30) Days or Less. A Landlord must provide the Tenant a per-diem payment if the Tenant will be temporarily displaced for thirty (30) days or less.
    2. Thirty-One (31) Days or More. A Landlord must provide the Tenant either a per-diem payment or comparable temporary accommodations, if available.

3. Per-Diem Payment.
    a. Per-diem payment will be based on the Federal General Services Administration per-diem rate for lodging in the County of Los Angeles, which is updated on a yearly basis, unless otherwise agreed upon by the Landlord and Tenant, and may include any applicable transient occupancy taxes.
    b. Upon mutual agreement by the Landlord and Tenant, per-diem payments may be paid directly to the Tenant, or in the event of a hotel, motel or short-term rental accommodations, directly to the hotel, motel or short-term rental.
4. Temporary Relocation Assistance payments will be made on a pro-rata basis to the eligible Tenant household.
5. Temporary Hotel or Motel Accommodation. If relocation is to a hotel or motel, the Landlord must provide a hotel or motel accommodation which is safe, sanitary, and unless otherwise agreed upon by the Landlord and Tenant, within a reasonable distance of the Tenant's Rental Unit.
6. The temporary displacement and relocation of a Tenant pursuant to this Section 5.63.040.B shall not terminate the Tenancy of the displaced Tenant. The displaced Tenant shall have the right to reoccupy his or her Rental Unit upon the completion of the work necessary for the Rental Unit to comply with housing, health, building or safety laws or any government order and the Tenant shall retain all rights of Tenancy that existed prior to the displacement.
7. Nothing in this Section 5.63.040.B shall be construed as authorizing a Landlord to require a Tenant to vacate a unit, except as permitted under federal, state, or local law.

C. No Waiver. A Tenant cannot waive his or her right to receive relocation assistance required by this Chapter.

D. Any action brought by a Tenant for a violation of this Section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

5.63.050. Tenant Buyout Agreements.

A. Landlord's Disclosure Prior to Buyout Offer. At the time a proposed buyout agreement is provided, the Landlord shall provide each Tenant in the Rental Unit a written disclosure, on a form approved by the Department, in English and in the Tenant's primary language if other than English translated at the Landlord's expense, that shall include all of the following:

1. A statement that the Tenant has a right not to enter into buyout negotiations or a buyout agreement;
2. A statement that the Tenant may choose to consult with an attorney before entering into a buyout agreement;
3. A statement that the Tenant may rescind the buyout agreement for up to thirty (30) days after it is fully executed;
4. A statement that the Tenant may contact the Department for information about other buyout agreements in the Tenant's neighborhood and other relevant information;
5. Any other information required by the Department consistent with the purpose and provisions of this Section; and
6. A space for each Tenant to sign and write the date the Landlord provided the Tenant with the disclosure.

B. Requirement for Buyout Agreements. The buyout agreement shall:

1. Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the Landlord's expense. The Landlord shall give each Tenant a copy of the proposed buyout agreement at least forty-five (45) days before it is executed by the parties.
2. Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the Tenant:

a. "You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement."
b. "You have a right not to enter into a buyout agreement."
c. "You may choose to consult with an attorney before signing this buyout agreement. The City of Bell Gardens Community Development Department may also have information about other buyout agreements in your neighborhood."

C. Rescission of Buyout Agreement. A Tenant shall have the right to rescind a buyout agreement for up to thirty (30) days after its execution by all parties. In order to rescind a buyout agreement, the Tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the Landlord indicating that the Tenant has rescinded the buyout agreement.

D. Filing of Buyout Agreement and Disclosure Notice. The Landlord shall provide the Tenant a copy of the fully executed buyout agreement within ten (10) days of execution. Landlord shall also file with the Department a copy of the executed buyout agreement, along with proof of service to the Tenant of the disclosure notice as required in this Section, within ten (10) days after the buyout agreement is executed by all parties.

5.63.060. Retaliatory Eviction and Anti-Harassment.

A. **Retaliatory Eviction.**

1. No Landlord may terminate a Tenancy or refuse to renew a Tenancy or otherwise cause a Tenant to vacate a Rental Unit, if the Landlord's intent in termination of the Tenancy or refusal to renew the Tenancy is retaliatory in nature, and if the Tenant is not in default as to the payment of Rent.
2. A Tenant may assert retaliation affirmatively or as a defense to the Landlord's action regardless of the period of time which has elapsed between the Tenant's assertion or exercise of rights under this Chapter and the alleged act of retaliation.

3. Retaliation against a Tenant because of the Tenant's exercise of rights under this Chapter is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this Chapter in evaluating a claim of retaliation.

B. **Anti-Harassment.** No Landlord, or any person, acting as a principal or agent, offering a Rental Unit for Rent, or any contractor, subcontractor or employee of the Landlord shall, with respect to property used as a Rental Unit under any Rental Agreement or other lawful Tenancy, do any of the following:

1. Interrupt, terminate, or fail to provide Housing Services required by Rental Agreement or by federal, State, or local housing, health, or safety laws, or threaten to do so, or violate California Civil Code sections 789.3 and 1940.2;
2. Do any of the actions in bad faith:
   a. Fail to perform repairs and maintenance required by Rental Agreement or by federal, State, or local laws;
   b. Fail to exercise due diligence in completing repairs and maintenance once undertaken;
   c. Fail to follow appropriate industry repair, containment, or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;
   d. Conduct elective renovation or construction of Rental Unit for the purpose of harassing a Tenant;
   e. Refuse to acknowledge or accept receipt of a Tenant's lawful Rent payment as set forth in a Rental Agreement, by usual practice of the parties, or in a notice to pay Rent or quit;
   f. Refuse to cash or process a rent check or other form of acceptable Rent payment for over thirty (30) days after it is tendered;
   g. Fail to maintain a current address, in addition to any electronic payment methods, for delivery of Rent payments;

h. Request information that violates a Tenant's right to privacy, including, but not limited to, residency or citizenship status, protected class status, or social security number, except as required by law or in the case of a social security number, for the purpose of determining the Tenant's qualifications for a Tenancy;

i. Release information protected by the Tenant's right to privacy except as required or authorized by law; or

j. Request or demand an unreasonable amount of information from Tenant in response to a request for reasonable accommodation.

3. Abuse the right of access into a Rental Unit as established by California Civil Code section 1954 or other applicable law. This includes, but is not limited to, entries for inspections that are not related to necessary repairs or services; entries that are unreasonable in frequency or duration; entries that improperly target certain Tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry.

4. Influence or attempt to influence a Tenant to vacate a Rental Unit through fraud, misrepresentation, intimidation or coercion, which shall include threatening to report a Tenant to the United States Department of Homeland Security.

5. Threaten the Tenant, by word or gesture, with physical harm, or repeatedly mistreat an occupant of a Rental Unit during in-person conversations, through social media postings or messages, or other communications, with language, verbal or written, that a reasonable person would consider likely to cause fear or provoke an immediate violent reaction.

6. Violate any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/ acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income.

7. Take action to terminate any Tenancy including service of any notice to quit or other eviction notice or bring any action to recover possession of a Rental Unit based upon facts which the Landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the Landlord. No Landlord shall be liable under this Subsection for bringing an action to recover possession unless and until the Tenant has obtained a favorable termination of that action.
8. Remove from the Rental Unit personal property, furnishings, or any other items without the prior written consent of the Tenant, except when done pursuant to enforcement of a legal termination of Tenancy.
9. Provide false written or verbal information regarding any federal, State, or local Tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice.
10. Offer payments to:
    a. A Tenant to vacate, including a Buyout Agreement offer, more frequently than once every six (6) months, after the Tenant has notified the Landlord in writing that the Tenant does not desire to receive further offers of payments to vacate.
    b. Attempt to coerce the Tenant to vacate accompanied with threats or intimidation. This shall not include settlement offers in pending eviction actions made in good faith and not accompanied with threats or intimidation.
11. Interfere with a Tenant's right to quiet use and enjoyment of a Rental Unit as that right is defined by law.
12. Commit repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such Rental Unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a Rental Unit to vacate such Rental Unit or to surrender or waive any rights in relation to such occupancy.

13. Interfere with the right of Tenants to organize as Tenants and engage in concerted activities with other Tenants for the purpose of mutual aid and protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of Tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to Tenants under the terms of their Rental Agreement; or distribute and post literature in common areas, including lobby areas and bulletin boards, informing other Tenants of their rights and of opportunities to involve themselves in organized tenant activities.

C. Remedies and Penalties. For the purposes of this Section

1. If any Landlord or any person, acting as a principal or agent, offering a Rental Unit for rent, or any contractor, subcontractor, or employee of the Landlord violates the terms of this Section, an aggrieved Tenant may institute a civil action, as allowed under Section 5.63.100, for injunctive relief, direct money damages, and any other relief that the court deems appropriate.
2. The above remedies are not exclusive and do not preclude any Tenant from seeking other remedies or penalties provided by this Chapter or applicable law. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

5.63.070. Notices to Tenants.

A. Mandatory Notices to Tenants. Landlords must provide to each Tenant, prior to, or at the time of agreeing to rent or lease a Rental Unit, a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances.

1. When entering into a Rental Agreement, by including a copy of the form notice as an exhibit or attachment to the written Rental Agreement;
2. When renewing a Rental Agreement; and

B. If the Rental Agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights in English and the language in which the Rental Agreement was negotiated or written.

5.63.080. Enforcement.

A. Enforcement Authority. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.

B. The Director of the Department, or designee, may develop and publish procedures and guidelines to aid in the implementation of this Chapter.

5.63.090. Administrative Citations.

A. Administrative Citation. Any Landlord or Tenant who violates any provision of this Chapter, or Department's procedures and guidelines, is subject to an administrative fine as set in a schedule of fines adopted by resolution by the city council as provided in Chapter 1.16 of the Code.

B. Remedies are Cumulative. Each day that a violation continues shall constitute a separate and distinct offense for which an administrative fine may be imposed. The remedies set forth in this section are cumulative and in addition to any other penalty provided by law, including any remedies which may be sought in a civil action. The provisions of this Chapter shall not be construed as limiting any party's right to obtain relief to which he or she may be entitled at law or in equity.

C. Notices of Violation and Administrative Fine. If the Department determines that a Landlord or Tenant has violated this Chapter, the Department may issue notices of violation and administrative fine in accordance with the authority and procedures set forth in Chapter 1.16 of the Code.

D. Administrative Appeals and Judicial Review.

1. Administrative Appeal. Any Landlord or Tenant who receives a notice of administrative fine may request an administrative hearing before a hearing officer in accordance with Chapter 1.16 of the Code.

2. Judicial Review of Hearing Officer Decision. Any Landlord or Tenant may seek judicial review of a hearing officer's decision pertaining to the imposition of an administrative fine in accordance Chapter 1.16 of the Code.

5.63.100. Remedies.

A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant who will fairly and adequately represent the Tenant's interest, including the City, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this Chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.

B. Civil Penalty. Any person violating any of the provisions, or failing to comply with any of the requirements of this Chapter, may be liable for a civil penalty not to exceed One Thousand Dollars ($1,000) for each violation.

C. Criminal Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this Chapter, shall be guilty of a misdemeanor and punished by a fine of not more than One Thousand Dollars ($1,000), or by imprisonment in the county jail for a period of not more than six (6) months, or by both.

D. Defense to Eviction. A Tenant may assert as an affirmative defense a Landlord's failure to comply with the provisions of this Chapter in any action by a Landlord to recover possession of a Rental Unit.

E. Each violation of any provision of this Chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

F. The above remedies are not exclusive and do not preclude the City or any Tenant from seeking other remedies or penalties provided by applicable law.

5.63.110. Waiver. Any waiver of rights under this Chapter shall be void as contrary to public policy.

5.63.120. Severability. If any provision of this Chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Chapter are declared to be severable.

SECTION 4. Inconsistent Provisions. Any provision of the Bell Gardens Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Interim Ordinance.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. Compliance with California Environmental Quality Act. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act pursuant to Section 15060(c)(2), constituting an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and pursuant to Section 15060(c)(3) constituting an activity that is not a project as defined in Section 15378.

SECTION 7. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law. This Ordinance shall become effective thirty (30) days after the date of its adoption.

PASSED, APPROVED, AND ADOPTED this 12th day of September 2022.

THE CITY OF BELL GARDENS

Maria Pulido, Mayor

APPROVED AS TO FORM:

for

Rick Olivarez
City Attorney

ATTEST:

Daisy Gomez
City Clerk

I, DAISY GOMEZ, City Clerk of the City of Bell Gardens, hereby CERTIFY that **Ordinance No. 925** was introduced and placed upon its first reading at a regular meeting of the Bell Gardens City Council held on **Monday, August 22, 2022** and that thereafter said ordinance was duly adopted at a regular meeting of the Bell Gardens City Council held on **Monday, September 12, 2022** and was approved and passed by the following vote:

AYES: Council Members Barcena, Cortez, Flores; Mayor Pro Tem Chavez; Mayor Pulido
NOES: None
ABSTAIN: None
ABSENT: None

Daisy Gomez, City Clerk

San Anselmo Item #: 3.4- Attachment 3

CITY OF LARKSPUR
Staff Report

May 22, 2023, Special City Council Meeting

DATE: May 17, 2023

TO: Honorable Mayor Paulson and the Larkspur City Council

FROM: Dan Schwarz, City Manager
Sky Woodruff, City Attorney

SUBJECT: PUBLIC HEARING #2 ON RENT STABILIZATION AND EVICTION PROTECTIONS

This hearing is a follow-up to a hearing held on May 8, 2023. The text of this report was provided for the May 8th hearing. New information and comments are highlighted within the body of the report.

ACTION REQUESTED

Conduct a public hearing and consider the possible format and details of ordinances concerning rent stabilization and eviction protections.

SUMMARY

Through public workshops and ad hoc committees, the City Council has explored the concepts of rent stabilization and eviction protections since the summer months of 2022. At its March 15, 2023, meeting, the Council decided to transition from exploring these topics to preparing and considering specific terms and regulations. To facilitate the hearing, staff has prepared a draft rent stabilization ordinance that reflects a combination of Council feedback to date and staff recommendations. The ordinance has some details left unspecified or blank, as the Council will need to use the hearing process to decide on these details. With respect to eviction protections, staff has provided a series of discussion topics that should be addressed in the public hearing in order to craft an ordinance.

The Council conducted a public hearing on May 8, 2023. During the public hearing, the Council provided some feedback to staff that is identified in the body of the report.

BACKGROUND AND DISCUSSION

All prior staff reports on these topics are incorporated by reference and should be considered as part of the record for the public hearing. These staff reports include examples of rent stabilization and eviction protection ordinances that the Council may wish to draw upon.

Rent Stabilization

During its workshops on rent stabilization, the Council expressed a desire that the ordinance it consider be as streamlined and easy to interpret and administer as possible. For the exercise of crafting the draft ordinance before the Council, staff reviewed ordinances across the state and concluded that the rent stabilization ordinance of the City of Oxnard would provide a good basis for Larkspur's draft. Oxnard's ordinance appears to have taken the general structure of the Tenant Protection Act and added the necessary elements for a local ordinance.

The draft before the Council provides for the following:

- Local rent stabilization based on a rent increase ceiling ("cap"). The cap is the amount rent can be increased in a 12-month period without requiring submission of an application to the City. The cap is left unspecified. Staff previously recommended a fixed cap and suggested 4%. The Council indicated it did not agree with staff's recommendation but was unable to agree upon a cap. As a basis for the Council's determination of a cap, the Council may want to discuss the two extremes of its array of alternatives, the Tenant Protection Act (5% + CPI, not to exceed 10%) and the Town of Fairfax ordinance (two-thirds of CPI or 5%, whichever is lower). All other ordinances staff reviewed fall somewhere between these two options.

  At its May 8 meeting, the Council discussed setting a cap. Two ideas were offered for discussion:
  - two-thirds of CPI or 5%, whichever is lower; and
  - 5%+CPI or 7%, whichever is lower.

- A right to a fair return application process by which a landlord can appeal to exceed the cap. The process includes notice to all affected tenants, who would then have a period to comment on the application. Key factors that will be considered in such applications are described in the ordinance. The draft ordinance delegates authority to the City Manager and staff to review the application by creating a process and methodology that involves the use of experts in the economics of rental properties – a cost borne by the applicant.

- The determination of the City Manager or designee is final and not subject to appeal. This approach eliminates the need for an appeals board. If a party is not satisfied with the determination of the City Manager, they would appeal to the courts.

  Staff believes it might be helpful to offer mandatory mediation as an option for tenants to invoke if the City Manager determines that an increase above the cap should be allowed. Such a provision is not in the Oxnard ordinance, but staff believes it might be helpful in giving the tenant a final opportunity to speak with the landlord in a neutral setting. If the outcome of mandatory mediation is not satisfactory, the tenant would still have the option to challenge the determination of the City Manager through the courts.

  If the Council does not agree with staff's recommendation to make the City Manager's determination final and not subject to appeal, the alternative is to create an appeals board. This board can be appointed or the Council can sit as the appeals board. If the Council prefers an appeals board, staff recommends following the approach of the City of Fremont, which is to have an appointed board comprised of two landlords, two tenants, and a resident who is neither a landlord or a tenant.

  At the May 8 meeting, some of the Councilmembers expressed a preference for an appeals board.

- As drafted the rent stabilization regulations would apply to the same properties as the Tenant Protection Act. Properties excluded would be:
  - Single-family homes, unless owned by a real estate investment trust, a corporation, or an LLC in which one member is a corporation.
  - Duplexes, if the owner lives in one of the units and the beginning of the rental tenancy.
  - Property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.
  - Affordable housing restricted by deed or regulatory agreement.
  - Specified dormitories.

  If Council is interested in exempting additional property types, such as four-unit apartment buildings, Council should provide direction to staff. Additional legal research might be required to ensure that the exemption is defensible.

  Additionally, under Costa-Hawkins and the Tenant Protection Act, new housing that received a certificate of occupancy **after** February 1, 1995, would be exempt from the City's rent regulations. New housing that received a certificate of occupancy within the last 15 years is covered by the Tenant Protection Act (this applies on a rolling basis - i.e.. a unit that received a certificate of occupancy on January 1, 2006, is not covered as of January, 1 2020, but is covered on and after January 1, 2021).

  At the May 8 meeting, there seemed to be consensus to exempt Accessory Dwelling Units (ADUs).

- A rent stabilization program fee shall be paid annually by landlords to fund the rent stabilization program. The ordinance allows this fee to be established by resolution and will require that landlords register their units with the City. A resolution will be brought to the Council if the ordinance moves forward.

In addition, staff has not yet prepared recitals for the ordinance. Staff will craft recitals based on the reasons the Council has stated that it is considering this ordinance. If the Council has any specific points it wants made in the recitals, it should give that direction to staff.

Eviction Protections

Eviction protections are generally viewed as a necessary complement to rent stabilization because they mitigate the incentive to evict for the purpose of increasing a unit's rent to market rate. The Tenant Protection Act of 2019 codified certain eviction protections as state law. Under the Act, there are two categories of "just cause" for eviction, "At Fault" causes and "No Fault" causes. Generally, a tenant is "at fault" when they violate the terms of the lease or prevailing law (which is often cited in the lease). A "no fault" eviction takes place when a tenant is evicted for allowable reasons that are beyond the control of the tenant.

Under the Act, the following are the enumerated "at fault" reasons why a tenant may be evicted:

- Non-payment of rent;
- Breach of a material term of the rental agreement that has not been corrected after written notice under CC §1161(3) (the new law requires the landlord to serve an additional 3-day notice to quit after the cure period is passed);
- Maintaining or committing a nuisance as described in CC §1161(4);

- Maintaining or committing waste as described in CC §1161(4);
- Termination of the rental agreement without renewal (i.e. the tenant refuses to sign a written extension or renewal after written request or demand from the owner);
- Criminal activity by the tenant;
- Unapproved subtenant;
- The tenant has refused to give the landlord access to the unit as permitted by law;
- Illegal use of the unit;
- Failure to vacate after termination of employment or agency as described in CC §1161(1); and
- Failure to deliver possession after the tenant provides written notice of intent to vacate or makes a written offer of surrender that is accepted by the landlord.

The Act lists four "no fault" reasons that a tenant can be evicted.

- The owner, spouse, domestic partner, children, grandchildren, parents or grandparents intends to occupy the unit. For new or renewed leases entered into on or after July 1, 2020, the tenant must agree to this in writing;
- Withdrawal of the unit from the rental market;
- Compliance with a government or court order or local ordinance that necessitates vacating the premises; and
- Demolition or substantial remodel of the unit.

The Act provides for relocation assistance— equal to one month of rent either paid directly to the tenant or waived by the landlord—in the event of a no fault eviction.

The Act's eviction protections are distinct from rent regulation in that they apply broadly to most forms of rental housing.

The Council can opt to codify the Tenant Protection Act as local law or it can use the Act as a basis for local regulation with additional provisions added. Should the Council wish to modify the provisions of the Act, staff requires direction on the following concepts: relocation assistance, time off market and right of return, and the definition of a substantial repair. Additionally, the Council should have a discussion about whether the eviction protections should apply to all rental units or whether there should be exceptions.

Relocation Assistance

Most eviction protection ordinances stipulate that relocation assistance should be paid when a tenant is subject to a no fault eviction that is anticipated to be permanent. State law says relocation assistance shall be an amount equal to one month of rent. Some local ordinances specify a dollar amount (Berkeley and Santa Monica both start at $15,000, with various provisions driving the figure upward), while others state the greater of a dollar amount or certain number of month's rent (Concord and Oxnard use the greater of $5,000 or two-months rent).

Some, but not all local ordinances, also address temporary relocation (such as when a unit needs repairs that require the tenant to move out for a specified period). In such circumstances, some cities require full payment of all "reasonable" expenses incurred by the tenant. Other ordinances provide details about the amount per diem for certain expenses. Typically, if the tenant opts for a landlord to pay temporary relocation costs, the tenant must continue to pay rent. Some ordinances offer the tenant the option to stop paying rent during the temporary relocation period in lieu of receiving assistance.

- *Does the Council want to require relocation assistance for permanent no fault evictions in excess of one month of rent?*
  If so, staff recommends the approach of $5,000 or two-months rent, whichever is greater. This approach offers ease of understanding and ability to regulate.

- *Does the Council want to require relocation assistance for temporary evictions – evictions where the tenant will be returning to the unit after repairs are made?*
  If so, staff recommends a provision that a tenant shall not be required to pay rent during the period of temporary relocation.

At the May 8 meeting, the Council appeared to want to establish relocation assistance at either 3 months or 4 months of rent, with some minimum amount also specified.

Time Off the Market and Right of Return
Some local ordinances state that if a tenant is subjected to a no fault eviction, the underlying circumstance that justified that eviction must remain in place for a certain amount of time. For example, if a tenant is evicted so that a relative of a landlord can occupy the unit, that relative must occupy the unit for specified amount of time before the unit can be made available for rent at market rate. The length of this time period varies, with some ordinances requiring 12 months to pass and others requiring as many as 36 or 60 months. If a landlord wants to rent the unit before this time period ends, the ordinance states whether a financial penalty must be paid to the previously evicted tenant. Alternatively, or in addition to a penalty, some ordinances provide a right of return for the evicted tenant. A right of return means that because the specified time period did not toll, the tenant may return to the unit at the rental rate that was in place at the time of eviction.

- *Does the Council want to require that a unit that has been vacated through a no fault eviction remain off the market for a specified period.*
  If so, staff recommends a period of one year.

- *If the landlord wants to rent the unit before the specified period ends, does the Council want to require the landlord to pay a penalty to the evicted tenant?*
  Staff believes the right of return would be a sufficient provision.

- *If the landlord wants to rent the unit before the specified time period ends, does the Council want the evicted tenant to have the right of return at the rental rate that was in place at the time of eviction?*
  If the Council opts for a time period for the unit to be off the market, staff recommends that the evicted tenant have the right to return at the previously paid rental rate should the landlord wish to rent the apartment before the specified period has ended.

At the May 8 meeting, there appeared to be consensus for establishing a right of return, but Council did not find agreement on a time period.

Definition of a Substantial Remodel
Most local ordinances attempt to define a substantial remodel. Staff recommends that the definition include that the work requires a permit, requires the tenant to vacate, and will take more than 30 days.

STAFF RECOMMENDATION

Conduct a public hearing and provide direction to staff.

To help the Council advance its discussions, staff has attached a sample of rent stabilization and eviction protection ordinances adopted by other cities. The Council may wish to discuss the elements of these examples in the context of potential Larkspur ordinances. The ordinances by Oxnard align closely to the Tenant Protection Act and appear to be an effort to use the parameters of state law to craft a local ordinance. The ordinance from Bell Gardens (rent stabilization and eviction protections are combined in one ordinance) was referenced at the May 8 hearing. It contains one of the lowest caps in the state, but

also offers a provision for landlords with below-market rents to “catch-up.” The ordinances from Fairfax are based on a “model ordinance” that the Council received from the Democratic Socialists of America and the Skylark tenants Association.

Respectfully submitted,
Dan Schwarz, City Manager

Attachments

1. Draft rent stabilization ordinance with some provisions unspecified (revised to delete incorrect references to mobile homes in the May 8, 2023, version)
2. Sample Ordinances from Oxnard, Fairfax, and Bell Gardens

CITY OF LARKSPUR
ORDINANCE XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LARKSPUR AMENDING THE LARKSPUR MUNICIPAL CODE TO ADD CHAPTER XX.XX AND ESTABLISHING RENT STABILIZATION REGULATIONS INCLUDING PROHIBITING RESIDENTIAL REAL PROPERTY RENTAL RATE INCREASES THAT EXCEED XXX PERCENT (X%) ANNUALLY

[RECITALS TO BE ADDED TO SUPPORT LEGAL BASIS FOR ADOPTING RENT STABILIZATION REGULATIONS]

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LARKSPUR DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

Section 2. Amendment of Larkspur Municipal Code to Add Chapter XX. The Larkspur Municipal Code is hereby amended by adding a new Chapter XX, which shall read as follows:

XX.XX.010 Title.

This ordinance shall be known as the Larkspur Rent Stabilization Ordinance.

XX.XX.020 Purpose and Intent.

A. It is the purpose and intent of this chapter to adopt a rent stabilization ordinance for the City that ensures affordable rental rates for tenants while still allowing for landlords to realize a fair state of return as defined herein.

B. The City Council finds that the prohibitions herein are necessary for the preservation and protection of the public health, safety and/or welfare. These prohibitions are within the authority conferred upon the City Council by state law and are an exercise of its police powers to enact and enforce regulations for the public health, safety and/or welfare.

XX.XX.030 Definitions.

"Fair return petition" shall mean a petition made by an owner of residential real property for a rent increase in excess of that provided in section XX.XX.040 in order to obtain a fair and reasonable return on their property.

"Reasonable rate of return" shall have the meaning assigned the term by California and Federal courts in precedential published opinions regarding rent stabilization ordinances for residential tenancies. Generally, within the context of a rent stabilization ordinance the term refers to a rate of just and reasonable return on an owner's property that is high enough to encourage and reward efficient management, discourage the flight of capital, maintain

adequate services, and enable operators to maintain and support an owner's credit status, but not so high as to defeat the purpose of curtailing excessive rents and rental increases.

"Rent" shall mean all periodic payments and all nonmonetary consideration, including, but not limited to, the fair market value of goods and services rendered to or for the benefit of the owner under an agreement concerning the use or occupancy of residential real property, including, but not limited to, all payment and consideration demanded or paid for parking, pets, furniture and subletting.

XX.XX.040 Prohibited Increases.

Increases in rent on residential real property in the City in excess of X%, and more than one rent increase in any 12 month period, are prohibited, unless approved pursuant to a fair return petition pursuant to this Chapter or expressly exempt under the Costa Hawkins Rental Housing Act codified in Cal. Civil Code, Section 1954.50 et seq.

XX.XX.050 Reasonable Rate of Return.

The adjustment of residential real property rent of up to X% is found and determined to provide a just and reasonable return on an owner's property. Notwithstanding the foregoing, however, any owner of residential real property who contends that the limit on rental increases set forth in section XX.XX.040 above will prevent the owner from receiving a fair and reasonable return on their property may petition for relief from the cap set forth in section XX.XX.040 pursuant to the procedures set forth in section XX.XX.060 below.

XX.XX.060 Fair Return Petition for Rent Increase.

A. An owner of residential property may petition for a rent increase in excess of that provided in section XX.XX.040 in order to obtain a fair and reasonable return on their property. Such a fair return petition shall be on an application form prescribed by the City Manager and shall be decided by the City Manager, or their designee. The owner shall provide a copy of any fair return petition submitted to the City to the applicable tenant(s), and provide the City with proof of completing such service to the applicable tenant(s). The owner shall be responsible for accurately translating the fair return petition into the primary language(s) spoken by the applicable tenant(s). The tenant(s) will then have 30 days from the date of receiving the fair return petition to reply or provide additional materials to the City in response to the fair return petition. The owner shall bear the burden of establishing that a rate increase in excess of that provided in section XX.XX.040 is necessary to provide the owner with a fair and reasonable return on their property, including by providing an independent financial report and verified financial data demonstrating that without such an increase the owner will not realize a fair and reasonable return on their property.

B. The owner shall be responsible for all costs associated with the City's review of the fair return petition. Upon receipt of a fair return petition, the City Manager shall determine the anticipated costs of review and whether the employment of expert(s) will be necessary or appropriate for a proper analysis of the owner's request. If the City Manager so determines, the City Manager shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the owner, and the fair return shall not be further processed until the owner has paid to the City the estimated cost of the complete analysis. The City shall provide owner with an invoice of all costs incurred after the review of the fair return petition. Any unused portion of this advance payment for

analysis shall be refunded to the owner. If additional funds are required, payment of such funds shall be required before owner receives the determination on the fair return petition from the City.

C. The factors the City Manager may consider in deciding a fair return petition may include, but not be limited to:

(1) Changes in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward, CA Area published by the Bureau of Labor Statistics.

(2) The length of time since the last determination by the City Manager on a rent increase application, or the last rent increase if no previous rent increase application has been made.

(3) The completion of any capital improvements or rehabilitation work related to the spaces specified in the fair return petition, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the City Manager deems appropriate.

(4) Changes in property taxes or other taxes related to the subject residential real property or land on which the home is located.

(5) Changes in the rent paid by the owner for the lease of the residential real property or land on which the home is located.

(6) Changes in the utility charges for the subject residential property paid by the owner, and the extent, if any, of reimbursement from the tenants.

(7) Changes in reasonable operating and maintenance expenses.

(8) The need for repairs caused by circumstances other than ordinary wear and tear.

(9) The amount and quality of services provided by the owner to the affected tenant(s).

D. A fair return petition shall be decided by the City Manager within 60 calendar days of the date that the application has been deemed complete, including proof of service of the fair return petition on the applicable tenant(s). The decision shall be emailed and sent by mail, with proof of mailing to the subject property owner, the owner's designated representative(s) for the fair return petition, the applicable tenant(s), and the designated representative of the tenant(s), if any. The decision shall be translated into the primary language(s) spoken by the applicable tenant(s).

E. In the event that an affected tenant is dissatisfied with the approval or partial approval of a fair return petition, an affected tenant may invoke a mandatory mediation requirement , as set forth below. An approved or partially approved rent increase shall not become effective until after the period to invoke mandatory mediation passed or, if mandatory mediation has been invoked, after the mandatory mediation process has been completed. Such mediation is not binding, and either tenant or owner may challenge the

City Manager's decision on the fair return petition in the event that the parties do not reach an agreement as a result of the mediation.

F. [MANDATORY MEDIATION PROCESS TO BE ADDED IF COUNCIL DIRECTS—COULD BE INVOKED BY TENANT ONLY IF FAIR RETURN PETITION APPROVED OR PARTIALLY APPROVED]

G. The regulations governing appeal, review and rehearing of decisions set forth in Municipal Code Chapter 2.50 shall not be applicable to the City Manager's decision on a fair return petition. Any applicable statute of limitation to challenge the City Manager's decision on a fair return petition shall be tolled during any mandatory mediation process under this Chapter.

XX.XX.070 Exemptions.

A. Pursuant to the Costa-Hawkins Rental Housing Act, the provisions of this chapter regulating the amount of rent that a residential real property owner may charge shall not apply to the following: any residential real property that has a certificate of occupancy issued after February 1, 1995 (Cal. Civil Code, Section 1954.52(a)(1)), and any other provisions of the Costa-Hawkins Rental Housing Act addressing exemptions, as applicable.

B. Pursuant to the Tenant Protection Act of 2019, Cal. Civil Code, Section 1947.12(d), the provisions of this chapter regulating the amount of rent that a residential real property owner may charge shall not apply to the following:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low or moderate income, as define in Cal. Health and Safety Code, Section 50093 or comparable federal statutes.

(2) Dormitories owner and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(3) Residential real property that is alienable, separate from the title to any other dwelling unit, provided that both of the following apply:

(a) The owner is not any of the following:

1. A real estate investment trust, as defined in section 856 of the Internal Revenue Code.

2. A corporation.

3. A limited liability company in which at least one member is a corporation.

(b) At the time the tenancy is created:

1. The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Larkspur Municipal Code Chapter XX.XX, and the owner is not any of the following: (1) a real estate investment trust, as defined by section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

2. For a tenancy existing before the effective date of this chapter, the notice required under subsection (1) above may, but is not required to, be provided in the rental agreement.

3. For a tenancy commenced or renewed on or after the effective date of this chapter, the notice required under subsection (1) above must be provided in the rental agreement.

(4) A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

C. The provisions of this chapter regulating the amount of rent that a residential real property owner may charge shall not apply to the following:

(1) Rent charged for tenancy in a mobilehome or recreational vehicle or for occupancy of a space in a mobilehome or recreational vehicle park.

(2) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of less than 30 days, and other transient occupancies as defined in Cal. Civil Code, Section 1940(b).

(3) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled; a rental unit in a transitional housing program that assists homeless persons as defined in Cal. Civil Code, Section 1954.12; a convent or monastery owner and operated by a religious organization; and a fraternity or sorority house affiliated with a college or university.

(4) A unit that the owner or the owner's immediate family occupied as their principal place of residence at the beginning of the tenancy so long as the owner or the owner's immediate family continues in occupancy.

XX.XX.080 Rent Increase Ineffective.

No rent increase shall be effective if the owner:

A. Fails to substantially comply with all provisions of this chapter, including but not limited to the failure to provide notices as required; or

B. Fails to maintain the residential real property in compliance with Cal. Civil Code, Sections 1941.1 et seq. and Cal. Health and Safety Code, Sections 17920.3 and 17920.10; or

C. Fails to make repairs ordered by the city or court of competent jurisdiction.

XX.XX.090 Notice Requirements.

A. An owner of any residential real property subject to this chapter shall, on or before the date of commencement of a tenancy, give the tenant a written notice in a form prescribed by the city which must include the following information:

(1) The existence and scope of this Chapter 20 of the City Code; and

(2) The tenant's right to respond to any fair return petition filed with the city by the owner pursuant to section XX.XX.060.

B. As part of any notice to increase rent, an owner must include:

(1) Notice of the existence of this Chapter 20 of the City Code; and

(2) The tenant's right to respond to any fair return petition filed with the city by the owner and right to invoke mandatory mediation of an approved or partially approved fair return petition pursuant to section XX.XX.060.

(3) No rent increase shall take effect until the requirements of this chapter have been met.

(C) When the owner and tenant have entered into a written lease, the owner must give notices to the tenant in the language used in the lease. When the owner and tenant have not entered into a written lease, the owner must give notices to the tenant in the language that the owner and tenant used to negotiate the terms of the tenancy.

XX.XX.100 Violations.

A. It shall be unlawful and a public nuisance for any person to violate or fail to comply with any provision of this chapter. The City may enforce and seek compliance with the provisions of this chapter using the criminal, civil, and administrative remedies set forth in Chapter 9.24 of this Code in addition to any other legal remedy available to the City. Any violation of any provision of this chapter may be subject to the criminal, civil, and administrative penalties set forth in Chapter 9.24 of this Code.

B. Any owner who intentionally demands, accepts or retains any payment in violation of the provisions of this chapter shall be liable in a civil action to the tenant from whom such payment is demanded, accepted or retained for damages in the sum of three times the amount by which the payment demanded, accepted or retained exceeds the maximum amount which could be lawfully demanded, accepted or retained together with reasonable attorneys' fees and costs as determined by the court.

XX.XX.110 Fees Established.

Owners subject to this chapter shall pay a rent stabilization program fee annually as established by City Council resolution. The rent stabilization program fee is to fund the City's cost to implement and enforce the provisions of this Chapter.

Section 3. Compliance with the California Environmental Quality Act. The approval of this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). The rent stabilization regulations imposed by the adoption of this Ordinance are to prohibit increases in excess of a certain amount of rent on an annual basis; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the regulations are not a project within the meaning of CEQA because it creates a regulatory mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. Therefore, pursuant to CEQA Guidelines section 15060 CEQA analysis is not required.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 5. Effective Date and Publication. This Ordinance shall become effective thirty (30) days after it is adopted.

IT IS HEREBY CERTIFIED that the foregoing ordinance was duly introduced at a regular meeting of the Larkspur City Council held on _____, 2023 and thereafter passed and adopted by the Larkspur City Council, subject to voter approval, on _____, 2023 by the following vote, to wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER

_____
Mayor

ATTEST:

_____
City Clerk

5346206.3

ORDINANCE NO. 3013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE II TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING RENT STABILIZATION REGULATIONS INCLUDING PROHIBITING RESIDENTIAL REAL PROPERTY RENTAL RATE INCREASES THAT EXCEED FOUR PERCENT (4%) ANNUALLY

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. The City Council of Oxnard hereby finds, determines and declares as follows:

A. At the City Council meetings on October 19, 2021, February 9, 2022, and April 13, 2022, the City Council discussed the City of Oxnard's ("Oxnard" or "City") ability to address rent increases on residential real property.

B. The increasing housing rent burden and poverty faced by many residents in the City threatens the health, safety, and welfare of its residents by forcing them to choose between paying rent and providing food, clothing, and medical care for themselves and their families.

C. The average household in the City has a median annual income of $72,843, which is below the State median income ($80,440) and the Ventura County median income ($92,236). The median income in the City is also substantially lower than some of its neighboring cities, such as Thousand Oaks ($109,378). The City's housing stock consists of 51,460 units—27,631 of which are owner-occupied and 23,829 of which are renter-occupied.

D. The U.S. Census Bureau uses a set of money income thresholds that vary by family size and composition to determine who classifies as impoverished. According to the Census Bureau, in 2019, the City had a poverty rate of 13.8%--a number that is higher than the national average of 12.3%.

E. Between 1996 and 2016, median home sales prices in the Southern California Association of Governments ("SCAG") region increased 206% from $180,870 to $552,994. During that same period the median income decreased by $3,616 (when adjusted to 2016 dollars). In Oxnard, the median home price increased by 40.2% between 2013-2019 ($323,700 to $453,900). However, during that same period, the median family income in Oxnard grew at a disproportionate rate of 19% ($60,784 to $72,843).

F. The increase in the cost of housing within the City can be attributed to new developments in the past 20 years, such as new communities like Seabridge, RiverPark and Victoria Estates where a three bedroom home ranges from $700,000 to $2,000,000. The two-bedroom average rent in the City has increased by 18% over the past three years from $1,823 to $2,155, which indicates that households with the median income of $72,843 cannot afford or would struggle to afford the average rent. A household with a median income of $72,843 living in a two bedroom unit costing $1,823 per month, would need to spend 30% of their income on housing.

G. In the City, approximately 6,839 renter-occupied households had more than one occupant per room, which meets California's definition for overcrowding. Further, approximately 2,500 renter-occupied households had more than 1.5 occupants per room, which meets California's definition of severe overcrowding.

H. The housing rent burden and poverty faced by many residents in Oxnard threatens the health, safety, and welfare of its residents, particularly when resulting in eviction and displacement. Studies have shown that evictions play an impactful role in the lives of low income renter households and can also contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children.

I. Moreover, an eviction can remain on a renter's credit history for at least seven years, impacting one's ability to rent and find employment opportunities.

J. The Costa-Hawkins Rental Housing Act, *California Civil Code* section 1954.50, et seq., limits the applicability of local rent stabilization policies, including prohibiting local jurisdictions from applying rent stabilization to certain residential rental properties. This Ordinance intends to comply with the Costa-Hawkins Rental Housing Act, and all other applicable state and federal laws.

K. Increasing the number of homeless residents in Oxnard, particularly elderly residents who may be in need of medical or other care, could create a public health and safety risk.

L. The economic conditions and recognized housing shortage in Southern California have the potential to detrimentally impact a substantial number of residents in Oxnard, and impose a particular hardship on senior citizens, persons living on fixed incomes, and other vulnerable persons living in Oxnard.

M. The Mobilehome Residency Law ("MRL"), *California Civil Code* sections 798, et seq., expressly authorizes cities to regulate the setting and/or increasing of rents for the use and occupancy of a mobile home space, subject to certain exceptions.

N. Through City Code Chapter 24, Article I, the City previously established a rent stabilization system for mobile home parks, and the City Council desires to leave that system intact.

O. With the exception of City Code Chapter 24, Article I, the City has not previously regulated the setting and increasing of rents for residential real property. Given the concerns discussed herein, the City Council desires to evaluate rent stabilization policies protecting residents outside of mobile home parks from unreasonable rent increases, while ensuring that the owners of residential real property may earn a fair and reasonable return on their property.

P. Pursuant to the City's police power, as granted broadly under Article XI, section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, and welfare of the City and its residents.

Q. Based on the foregoing facts, and the facts presented to the City Council at the meetings at which this ordinance was introduced and adopted, the City Council finds that allowing owners of residential real property to have unfettered discretion to increase rents would pose a threat to the public health, safety, and welfare, and that a prohibition of rent increases, except as allowed herein, is therefore necessary.

R. The City Council hereby adopts these regulations in order to address the threats set forth below.

1. Absent the adoption of this ordinance, as a result of the economic conditions and recognized housing shortage in Southern California, significant rent increases will impact a substantial number of residents in Oxnard and constitute a threat to public health, safety, and welfare, and a particular hardship for senior citizens, persons living on fixed incomes, and other vulnerable persons living in the City;

2. For the preservation of the public peace, health, and safety, the City Council finds that it is necessary to adopt an ordinance stabilizing rents for all of the reasons set forth in the recitals above, which are hereby incorporated by reference; and

3. Certain aspects of public health, safety, and welfare are not adequately protected by the City's existing mobile home park rent stabilization system both because of that system's limited scope and due to the City's lack of rent stabilization mechanics or controls on residential real property generally, and it is in the interest of the City, owners, residents, and the community as a whole that the City adopt regulations to protect affordable housing within the City, including, but not limited to, rent stabilization regulations applicable to residential real property generally.

S. The direction for this ordinance dated October 19, 2021, February 9, 2022, and April 13, 2022, shall be incorporated herein by this reference, and together with this ordinance, any amendments or supplements, and oral testimony, shall constitute the necessary findings for this ordinance.

T. The City Council finds, determines and declares that the threat to the public health, safety, and welfare of the City and its residents necessitates the enactment of the ordinance.

Section 2. The recitals and statements of fact set forth in the preamble to this ordinance are true and correct, constitute a substantive part of this ordinance, and are incorporated herein by this reference.

Section 3. Chapter 27, Article II, is hereby added to the City Code to read as follows:

"Article II: RENT STABILIZATION

SEC. 27–20. CITATION.

This Article shall be known as the "Rent Stabilization Ordinance."

SEC. 27-21. PROHIBITED INCREASES.

Increases in rent on residential real property in the city of Oxnard in excess of four percent (4%), and more than one rent increase in any twelve (12) month period, are prohibited, unless expressly exempt under the Costa-Hawkins Rental Housing Act codified in California Civil Code section 1954.50, et seq.

SEC. 27–22. REASONABLE RATE OF RETURN.

This ordinance allows for an annual adjustment of residential real property rent of up to four percent (4%). Such an increase is found and determined to provide a just and reasonable return on an owner's property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing excessive rents and rental increases. Notwithstanding the foregoing, however, any owner of residential real property who contends that the limit on rental increases set forth in Section 27–21 above will prevent the owner from receiving a fair and reasonable return on their property may petition for relief from the cap set forth in section 27–21 pursuant to the procedures set forth in section 27–23.

SEC. 27–23. FAIR RETURN PETITION FOR RENT INCREASE.

(A) An owner of residential real property may petition for a rent increase in excess of that provided in section 27–21 in order to obtain a fair and reasonable return on their property ("Fair Return Petition"). Such Fair Return Petition shall be on an application form prescribed by the City Manager and shall be decided by the City Manager, or their designee ("City Manager"). Owner shall provide a copy of any Fair Return Petition submitted to the city to the applicable tenant(s), and provide City with proof of completing such service to the applicable tenant(s). The tenant(s) will then have thirty (30) days from the date of receiving the Fair Return Petition to reply or provide additional materials to the City in response to the Fair Return Petition. The owner shall bear the burden of establishing that a rate increase in excess of that provided in section 27-21 is necessary to provide the owner with a fair and reasonable return on their property, including by providing an independent financial report and verified financial data demonstrating that without such an increase, they will not realize a fair and reasonable return on their property.

(B) Owner shall be responsible for all costs associated with the City's review of the Fair Return Petition. Upon receipt of a Fair Return Petition, the City Manager shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the owner's request. If the City Manager so determines, the City Manager shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the Owner, and the Fair Return Petition shall not be processed until the owner has paid to the city the estimated cost of the complete analysis. City will provide owner with an invoice of all costs incurred after the review of the Fair Return Petition. Any unused portion of the advance payment for analysis shall be refunded to the owner. If additional funds are required, payment will be required before Owner receives the determination on the Fair Return Petition from the city.

(C) The factors the City Manager may consider in deciding a Fair Return Petition may include, but not be limited to:

(1) Changes in the Consumer Price Index for All Urban Consumers in the Oxnard-Thousand Oaks-Ventura Metropolitan Area published by the Bureau of Labor Statistics.

(2) The length of time since the last determination by the City Manager on a rent increase application, or the last rent increase if no previous rent increase application has been made.

(3) The completion of any capital improvements or rehabilitation work related to the residential real property or mobile home space or spaces specified in the Fair Return Petition, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the City Manager deems appropriate.

(4) Changes in property taxes or other taxes related to the subject residential real property or mobile home park.

(5) Changes in the rent paid by the owner for the lease of the residential real property or land on which the subject mobile home park is located.

6) Changes in the utility charges for the subject residential real property or mobile home park paid by the owner, and the extent, if any, of reimbursement from the tenants.

(7) Changes in reasonable operating and maintenance expenses.

(8) The need for repairs caused by circumstances other than ordinary wear and tear.

(9) The amount and quality of services provided by the owner to the affected tenant(s).

(D) A Fair Return Petition shall be decided by the City Manager within sixty (60) calendar days of the date that the application has been deemed complete, including proof of service of the Fair Return Petition on the applicable tenant(s). The decision shall be emailed and sent by mail, with proof of mailing to the subject property owner, the owner's designated representative(s) for the Fair Return Petition, the applicable tenant(s), and the designated representative of the tenant(s), if any. The decision of the City Manager shall be final and not appealable.

SEC. 27–24. EXEMPTIONS.

(A) Pursuant to the Costa-Hawkins Rental Housing Act, the provisions of this ordinance regulating the amount of rent that a residential real property owner may charge shall not apply to the following: any residential real property that has a certificate of occupancy issued after February 1, 1995 (California Civil Code section 1954.52(a)(1)); and, any other provisions of the Costa-Hawkins Rental Housing Act addressing exemptions, as applicable.

(B) Pursuant to the Tenant Protection Act of 2019, California Civil Code section 1947.12(d), the provisions of this ordinance regulating the amount of rent that a residential real property owner may charge shall not apply to the following:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides

housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

(2) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(3) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(a) The owner is not any of the following:

i. A real estate investment trust, as defined in section 856 of the Internal Revenue Code.

ii. A corporation.

iii. A limited liability company in which at least one member is a corporation.

(b) At the time the tenancy is created:

i. The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Oxnard City Code Chapter 27, Article II and the owner is not any of the following: (1) a real estate investment trust, as defined by section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

ii. For a tenancy existing before the effective date of this ordinance, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

iii. For a tenancy commenced or renewed on or after the effective date of this ordinance, the notice required under clause (i) must be provided in the rental agreement.

(4) A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy

so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

(C) The provisions of this ordinance regulating the amount of rent that a residential real property owner may charge shall not apply to the following:

(1) A unit subject to City Code Chapter 24, Article I, the City's Mobile Home Park Rent Stabilization System.

(2) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of less than 30 days; and other transient occupancies as defined in California Civil Code section 1940, subdivision (b).

(3) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled; a rental unit in a transitional housing program that assists homeless persons as defined in California Civil Code section 1954.12; a convent or monastery owned and operated by a religious organization; and a fraternity or sorority house affiliated with a college or university.

(4) A unit that the owner or the owner's immediate family occupied as their principal place of residence at the beginning of the tenancy so long as the owner or the owner's immediate family continues in occupancy.

SEC. 27–25. RENT INCREASE INEFFECTIVE.

No rent increase shall be effective if the owner:

(A) Fails to substantially comply with all provisions of this article, including but not limited to the failure to provide notices as required; or

(B) Fails to maintain the residential real property in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code sections 17920.3 and 17920.10; or

(C) Fails to make repairs ordered by the city or court of competent jurisdiction.

SEC. 27–26. NOTICE REQUIREMENTS.

(A) An owner of any residential real property subject to this article shall, on or before the date of commencement of a tenancy, give the tenant a written notice in a form prescribed by the City which must include the following information:

(1) The existence and scope of this Chapter 27, Article II of the City Code; and

(2) The tenant's right to respond to any Fair Return Petition filed with the City by the owner pursuant to section 27-23.

(B) As part of any notice to increase rent, an owner must include:

(1) Notice of the existence of this Chapter 27, Article II of the City Code; and

(2) The tenant's right to respond to any Fair Return Petition filed with the City by the owner pursuant to section 27-23, unless such rent increase is pursuant to an approved Fair Return Petition.

(3) No rent increase shall take effect until the requirements of this article have been met.

(C) When the owner and tenant have entered into a written lease, the owner must give notices to the tenant in the language used in the lease. When the owner and tenant have not entered into a written lease, the owner must give notices to the tenant in the language that the owner and tenant used to negotiate the terms of the tenancy.

SEC. 27–27. DEFINITION OF RENT.

For the purposes of this article, "Rent" means all periodic payments and all nonmonetary consideration, including, but not limited to, the fair market value of goods or services rendered to or for the benefit of the owner under an agreement concerning the use or occupancy of residential real property, including, but not limited to, all payment and consideration demanded or paid for parking, pets, furniture, and subletting.

SEC. 27–28. VIOLATIONS.

(a) It shall be unlawful for any person to violate or fail to comply with any provision of this article. The violation of any provision of this article shall first be punished through the use of a civil citation, prior to prosecution as a misdemeanor, infraction, or civil injunction as provided in City Code section 1-10.

(b) Any owner who intentionally demands, accepts or retains any payment in violation of the provisions of this article shall be liable in a civil action to the tenant from whom such payment is demanded, accepted, or retained for damages in the sum of three times the amount by which the payment demanded, accepted, or retained exceeds the maximum amount which could be lawfully demanded, accepted, or retained together with reasonable attorneys' fees and costs as determined by the court.

SEC. 27–29. FEE ESTABLISHED.

Owners subject to this Ordinance shall pay the rent stabilization fee as established by city council resolution. The rent stabilization program fee is to fund the city's cost to implement and enforce the provisions of this Ordinance.

SEC. 27–30. SUNSET.

This Article shall automatically sunset on December 31, 2030."

Section 4. The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in section 15378 of the State CEQA Guidelines.

Section 5. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared invalid or unconstitutional.

Section 6. Within 15 days after passage, the City Clerk shall cause a summary of this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. 3013 was first read on April 13, 2022, and finally adopted on May 3rd, 2022, to become effective thirty (30) days thereafter.

Section 7. This ordinance shall become effective thirty (30) days after it is finally adopted. The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 3rd day of May, 2022, by the following vote:

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AYES: Councilmembers Basua, Lopez, Madrigal, Teran and Zaragoza

NOES: Councilmembers MacDonald and Perello

ABSENT: None.

ABSTAIN: None.

John C. Zaragoza, Mayor

ATTEST:

R. Chaparro 5/3/22

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

5/3/2022

Stephen M. Fischer, City Attorney

ORDINANCE NO. 3012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE I TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING JUST CAUSE EVICTIONS AND OTHER TENANT PROTECTIONS

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. The City Council of Oxnard hereby finds, determines, and declares as follows:

A. At the City Council meetings on October 19, 2021, February 9, 2022, and April 13, 2022, the City Council discussed the City of Oxnard's ("Oxnard" or "City") ability to address just cause evictions and other tenant protections.

B. Housing instability threatens the public peace, health, and safety as eviction from one's home can lead to prolonged homelessness; increased residential mobility; loss of community; strain on household finances due to the necessity of paying rental application fees and security deposits; stress and anxiety experienced by those displaced; increased commute times and traffic impacts if displaced workers cannot find affordable housing within the city in which they work; and interruption of the education of children in the home.

C. Eviction creates particular hardships for individuals and households of limited means, given the shortage of affordable housing within Oxnard and the region generally.

D. The California State Legislature adopted the Tenant Protection Act of 2019 ("AB 1482"), codified in part in California Civil Code section 1946.2 ("section 1946.2"), which became effective by its own terms on January 1, 2020, and, with certain exceptions, prohibits an owner of residential property from terminating a tenancy without just cause.

E. Under AB 1482, landlords are required to give tenants a reason for their eviction. Just causes such as nonpayment of rent, nuisance to other tenants, damage to property, and illegal activity continue to be legal with zero relocation assistance. However, tenants served "no fault" evictions (owner move-in, substantial remodel, demolishing the rental unit, etc.) receive only one month of relocation assistance from their landlords. Most landlords require first months' rent, last months' rent, security deposit, and application fees upon move-in. Many tenants also pay for temporary storage and other moving costs. These move-in related expenses can easily surpass available savings, without which the tenant may be forced into homelessness or displacement. One month of relocation assistance may not adequately cover these expenses, so relocation assistance must be

strengthened to reflect the realities of the rental market. A minimum of $5,000 in relocation assistance is the minimum needed to adequately cover most relocation and move-in costs when the relocation is at no-fault of the tenant.

F. The housing rent burden and poverty faced by many residents in Oxnard threatens the health, safety, and welfare of its residents, particularly when resulting in eviction and displacement. Studies have shown that evictions play an impactful role in the lives of low income renter households and can also contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children.

G. Moreover, an eviction can remain on a renter's credit history for at least seven years, impacting one's ability to rent and find employment opportunities.

H. AB 1482 provides that a local ordinance adopted after September 1, 2019, requiring just cause for termination of a residential tenancy shall supersede California Civil Code section 1946.2 only if the ordinance is "more protective" than section 1946.2.

I. In accordance with California Civil Code section 1946.2(g)(1)(B), the City Council finds that the provisions of this Ordinance regulating just cause terminations or tenancies are more protective than California Civil Code section 1946.2 for the following reasons:

1. The just cause for termination of a residential tenancy under this Ordinance is consistent with California Civil Code section 1946.2.

2. This Ordinance provides additional tenant protections that are not prohibited by any other provisions of applicable law in that the ordinance triggers tenant protections after 30 days of tenancy, applies to tenants that are not covered by AB 1482, and requires a minimum of $5,000 in relocation assistance.

J. The City Council finds and determines that regulating the relations between residential landlords and tenants will increase certainty and fairness within the residential rental market in the City and thereby serve the public peace, health, and safety.

K. Pursuant to the City's police power, as granted broadly under Article XI, section 7 of the California Constitution, the Oxnard City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, and welfare of the City and its residents.

L. The City Council hereby adopts these regulations in order to address the threats set forth below.

1. Housing, particularly affordable housing, is difficult to procure in this region, including in Oxnard. Evictions without just cause destabilize the housing market and can result in the loss of affordable housing;

2. For the preservation of the public peace, health, and safety, the City Council finds that it is necessary to adopt an ordinance regulating just cause evictions, for all of the reasons set forth in the recitals above, which are hereby incorporated by reference;

3. Without the imposition of this Ordinance, evictions without just cause may result in the displacement of residential tenants who would be forced to find new housing in an ever-more expensive housing market, and would significantly increase the risk of residential tenants becoming homeless; and

4. There is a threat to the public peace, health, and safety of the City and its community, thereby necessitating the enactment of this Ordinance in order to ensure that tenants are not turned out of their homes without just cause.

M. The direction for this ordinance dated October 19, 2021, February 9, 2022, and April 13, 2022, shall be incorporated herein by this reference, and together with this ordinance, any amendments or supplements, and oral testimony, shall constitute the necessary findings for this ordinance.

Section 2. The recitals and statements of fact set forth in the preamble to this ordinance are true and correct, constitute a substantive part of this ordinance, and are incorporated herein by this reference.

Section 3. A new Chapter 27 "Tenant Protection and Rent Stabilization Ordinance" is added to the City Code.

Section 4. A new Article 1 "Evictions and Tenant Protection" is added to Chapter 27 of the City Code to read as follows:

"Article I – JUST CAUSE EVICTIONS AND TENANT PROTECTION

SEC. 27-1. CITATION.

This Article shall be known as the "Just Cause Eviction and Tenant Protection Ordinance."

SEC. 27-2. RESTRICTIONS ON TERMINATION OF TENANCY WITHOUT JUST CAUSE.

Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for thirty (30) days, the Owner of the residential real property

shall not terminate the Tenancy without just cause, which shall be stated in the written notice to terminate Tenancy.

For purposes of this Article, "just cause" includes either at-fault just cause or no-fault just cause.

SEC. 27-3. AT-FAULT JUST CAUSE

At-Fault Just Cause includes any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

A "breach of a material term" shall not include:

(1) The obligation to limit occupancy, provided that the additional occupant who joins the tenant of the residential real property thereby exceeding the limits on occupancy set forth in the lease is dependent under age 18, or a replacement tenant who moved in after an approved tenant vacated the residential real property, so long as the addition does not exceed the Uniform Housing Code.

The Owner shall have the right to approve or deny the prospective additional or replacement tenant, who is not a minor dependent child, provided that the Owner does not unreasonably withhold approval. If the Owner fails to respond to the tenant in writing with a description of the reasons for the denial of the request within a reasonable amount of time of receipt of the tenant's written request, the tenant's request shall be deemed approved by the Owner if the lease is for a period of one (1) year or less.

(2) A change in the terms of the Tenancy that is not the result of an express written agreement signed by both of the parties. An Owner is not required to obtain a tenant's written consent to a change in the terms of the Tenancy if the change in the terms of the Tenancy is authorized by this section, or if the Owner is required to change the terms of the Tenancy pursuant to federal, State, or local law. Nothing in this subsection shall exempt an Owner from providing legally required notice of a change in the terms of the Tenancy.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after the effective date of this Ordinance, and after a written request or demand from the Owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law. If the tenant had a written lease that terminated on or after the effective date of this Ordinance, and after a written request or demand from the Owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of non-similar duration and/or with non-similar lease provisions, then the cause for eviction will be No-Fault Just Cause under City Code section 27-4 below.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property, that is directed at any Owner or agent of the Owner of the residential real property or members of tenant's household or other tenants of the residential real property. This at-fault, just cause provision shall apply if the Owner has, within a reasonable time, reported the criminal activity to law enforcement. Further, at-fault, just cause eviction of a tenant under this provision shall only apply to that tenant who committed the criminal activity described herein. If a tenant is acquitted or found not guilty of the charges giving rise to eviction, or if charges are not filed against the tenant within the applicable statute of limitations period, the tenant shall be offered the right to restore the Tenancy only if the same residential real property is available.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

Notwithstanding any contrary provision in this section, an Owner shall not take any action to terminate a Tenancy based on a tenant's sublease of the residential real property if all the following requirements are met:

(1) The tenant requests permission from the Owner in writing to sublease the residential real property;

(2) The tenant continues to reside in the residential real property as their primary residence;

(3) The sublease replaces one or more departed tenants under the lease on a one-for-one basis; and

(4) The Owner fails to respond to the tenant in writing within a reasonable amount of time of the receipt of the tenant's written request. If the Owner fails to respond to the tenant's written request, the request shall be deemed approved by the Owner if the lease is for a period of one (1) year or less. An Owner's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a residential real property exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code or successor provision.

(H) The tenant's refusal to allow the Owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the Owner written notice as provided in Section 1946 of the California Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the Owner but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

SEC. 27-4. NO-FAULT JUST CAUSE

No-Fault Just Cause includes any of the following:

(A) Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

For leases entered into on or after the effective date of this Ordinance, this subsection shall apply only if the tenant agrees, in writing, to the

termination, or if a provision of the lease allows the Owner to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least 24 months, as affirmed by the Owner in a written affidavit submitted to the city. Addition of a provision allowing the Owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar lease provision for the purposes of City Code section 27-3 (E).

(B) Withdrawal of the residential real property from the rental market under, and subject to, the provisions of the Ellis Act.

(C) The Owner complying with an order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(1) Exception. If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate, then the tenant shall not be entitled to relocation assistance as outlined in Section 27-6(C).

(D) Intent to demolish or to substantially remodel the residential real property.

For purposes of this Section, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as a substantial remodel.

(1) The Owner shall provide 60 days advance written notice to the tenant of the ability to reoccupy the unit upon completion of the repairs, or if requested by the tenant, the right of first refusal to any comparable vacant rental unit which has been offered at comparable rent owned by the Owner; and

(2) In the event the Owner seeks to rent the remodeled unit within six (6) months following the completion of the remodeling work, the evicted tenant shall have the right of first refusal to reoccupy

and rent the unit, unless the Owner provides a written waiver by the tenant of their right to reoccupy the premises pursuant to this subsection.

SEC. 27-5. JUST CAUSE CURABLE LEASE VIOLATION

Before an Owner of residential real property issues a notice to terminate a Tenancy for just cause that is a curable lease violation, the Owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the Tenancy.

Any written notice to cease or correct must:

(A) Be dated and served upon the tenant, pursuant to at least one of the methods authorized under California Code of Civil Procedure Section 1162, as may be amended;

(B) Inform the tenant that failure to cure may result in the initiation of eviction proceedings;

(C) Inform the tenant of the right to request a reasonable accommodation;

(D) Inform the tenant of the contact number for the City; and

(E) Include a specific statement of the reasons for the written notice to cease or correct with specific facts to help the tenant determine the date(s), place(s), witness(es), and/or circumstance(s) that support the reason(s) for the eviction.

SEC. 27-6. NO-FAULT JUST CAUSE TENANT RELOCATION ASSISTANCE

(A) For a Tenancy for which just cause is required to terminate the Tenancy under this Article, if an Owner of residential real property issues a termination notice based on a no-fault just cause as defined in section 27-4, the Owner shall, regardless of the tenant's income, provide a direct payment to the tenant as described in paragraph C of this Section.

(B) If an Owner issues a notice to terminate a Tenancy for no-fault just cause, the Owner shall notify the tenant of the tenant's right to relocation assistance and all other rights pursuant to this section.

(C) The amount of relocation assistance shall be equal to (i) two months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy, or (ii) $5,000, whichever is greater. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(1) If a tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(2) The relocation assistance required by this section shall be credited against any other relocation assistance required by any other law.

(D) An Owner's failure to strictly comply with this section shall render the notice of termination void.

SEC. 27-7. EXEMPTIONS

This Article shall not apply to the following types of residential real properties or residential circumstances:

(A) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code, and properties that have obtained a City of Oxnard Short Term Vacation Rental Permit and are operating in compliance with that permit and regularly remitting the required Transit Occupancy Tax demonstrating active use as a vacation rental property.

(B) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(C) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(D) Housing accommodations in which the tenant shares a bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.

(E) Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two bedrooms.

(F) A duplex in which the Owner occupied one of the units as the Owner's principal place of residence at the beginning of the Tenancy, so long as the Owner continues in occupancy.

SEC. 27-8. DEFINITIONS

For the purposes of this Article, the following definitions shall apply:

(A) "Owner" and "residential real property" have the same meaning as those terms are defined in California Civil Code Section 1946.2.

(B) "Tenancy" means the lawful occupation of residential real property, including Accessory Dwelling Units, or mobile home spaces that are not subject to Chapter 24, *Mobile Home Parks*, of the Oxnard City Code, and includes a lease or sublease, as such may be subject to local ordinance.

SEC. 27-9. NOTICES

(A) Notice of existence of this Chapter

The Owner shall post a notice providing information about the existence of this Chapter 27 of the City Code, including protections related to immigration or citizenship status of tenant found under California Civil Code section 1940.35 and California Code of Civil Procedure section 1161.4, as may be amended. Notice must be posted in English, Purépecha, Mixteco, Otomi, Tagalog, Zapoteco, Nahuatl, and Spanish in a conspicuous location on the property.

In addition to all other notice requirements specified elsewhere in this Article, the Owner of any residential real property is required to provide written notice to tenants of their rights under this Article as follows:

(1) The notice required by this Article must include the following information:

(a) The existence and scope of this Article of the City Code; and,

(b) The right to relocation assistance in limited circumstances pursuant to Section 27-6.

(2) The Owner must provide tenant with the notice upon serving any notice of change in terms of Tenancy.

(3) The Owner must provide the notice on or before the commencement of all Tenancies initiated after the effective date of this Chapter.

(B) Notice of termination of Tenancy

When terminating a Tenancy either at-fault or no-fault, an Owner must comply with all of the following:

(1) The Owner must serve a written notice in accordance with California Civil Code sections 1946 through 1946.5, to the tenant that states that, in addition to any information required by federal or State law, the Owner will terminate the Tenancy, and that indicates at least one at-fault or no-fault just cause reason; and

(2) The Owner has not accepted and will not accept rent or any other consideration in return for the continued use of the residential property beyond the term of the terminated Tenancy in compliance with California Civil Code sections 1945 through 1946.5; and

(3) The Owner qualifies the termination as at-fault or no-fault just cause; and

(4) The Owner has submitted to the city, within five (5) days after service of the notice of termination on the tenant, a true and accurate copy of the Owner's written notice of termination, and proof of such service, signed by the Owner under penalty of perjury, on the tenant. The Owner shall maintain proof of service to the city as evidence that the Owner has complied with this section.

(5) When the Owner and tenant have entered into a written lease, the Owner must provide the notice in the language used in the lease, in addition to English. When the Owner and tenant have not entered into a written lease, the Owner must provide the notice in the language that the Owner and tenant used to negotiate the terms of the Tenancy, in addition to English.

(C) Notice as addendum to lease or rental agreement

An Owner of residential real property subject to this Section shall provide notice to the tenant as follows:

(1) For any Tenancy commenced or renewed on or after the effective date of this Ordinance, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) The Owner must provide the notice in the language that the Owner and tenant used to in the lease, in addition to English.

(3) For a Tenancy existing prior to the effective date of this Ordinance, by written notice to the tenant no later than thirty (30) days after the effective date of this Ordinance, or as an addendum to the lease or rental agreement.

(4) The notification or lease provision shall be in no less than 12-point type, and shall include the following: "The Oxnard City Code provides that after all of the tenants have continuously and lawfully occupied the property for at least thirty (30) days, an Owner must provide a statement of cause in any notice to terminate a Tenancy. In addition, Oxnard City Code provides tenants evicted for no-fault just cause with the right to relocation payments. See Chapter 27 of the Oxnard City Code for more information."

(5) Owners must provide the notice to tenants in writing if the application and lease are processed in writing, electronically if the application or lease are processed electronically, or both if both methods are utilized. The provision of the notice shall be subject to California Civil Code Section 1632.

SEC. 27-10. ADDITIONAL TENANT PROTECTIONS

(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this Ordinance.

(B) Once established by the City Council, all owners with rental units shall pay the tenant protection program fee, as established by city council resolution. The tenant protection program fee is to fund the city's cost to implement and enforce the provisions of this Ordinance.

(C) It is illegal for an Owner or representative to retaliate against a tenant for lawfully and peaceably exercising their legal rights, including but not limited to, the right to file a complaint with Code Compliance. No owner may take any action increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant's use of any remedy provided by this Ordinance.

(D) Any provision of a rental housing agreement that purports to waive any provision of this Ordinance is void as against public policy.

(E) An owner's failure to comply with any requirement of this Ordinance is an affirmative defense in an unlawful detainer or other action brought by the owner to recover possession of the rental unit.

SEC. 27-11. VIOLATIONS

(A) It shall be unlawful for any person to violate or fail to comply with any provision of this Article. The violation of any provision of this chapter shall first be punished through the use of a civil citation, prior to prosecution as a misdemeanor, infraction, or civil injunction as provided in Oxnard City Code section 1-10.

(B) Any person whose rights pursuant to this Ordinance have been violated shall have the right to file an action for injunctive relief and damages. Whoever is found to have violated this Ordinance shall be subject to appropriate injunctive relief and shall be liable for damages, costs, and reasonable attorney fees. Treble damages shall be awarded for willful failure to comply with the Relocation Payment obligations established by this Ordinance. Any action pursuant to this Ordinance shall be a civil matter and adjudicated through civil court.

SEC. 27-12. SUNSET

This Article shall automatically sunset on December 31, 2030."

Section 5. The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to sections 15060(c)(2), 15060(c)(3) and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project," as defined in section 15378 of the State CEQA Guidelines.

Section 6. The city manager shall, on an annual basis and at any other time that the city manager determines to be appropriate, provide a report that documents the level of landlord compliance with this chapter and other related rental housing matters. At least 60 days prior to the expiration date of this ordinance, the city manager shall provide a report to city council that addresses the status of the rental housing market, including, but not limited to, the affordability and availability of rental units.

Section 7. If any section, subsection, sentence, clause or phrase of this chapter is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have adopted this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

Section 8. Within 15 days after passage, the City Clerk shall cause a summary of this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. 3012 was first read on April 13, 2022, and finally adopted on May 3rd, 2022, to become effective thirty (30) days thereafter.

Section 9. This ordinance shall become effective thirty (30) days after it is finally adopted. The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 3rd day of May, 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, Madrigal, Perello, Teran and Zaragoza

NOES: Councilmember MacDonald

ABSENT: None.

ABSTAIN: None.

John C. Zaragoza

John C. Zaragoza, Mayor

ATTEST:

R. Chaparro 5/3/22

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

5/3/2022

Stephen M. Fischer, City Attorney

ORDINANCE NO. 871

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX AMENDING CHAPTER 5.55 "MANDATORY MEDIATION FOR RENTAL INCREASES" OF TITLE 5 OF THE FAIRFAX TOWN CODE

WHEREAS, more than 1,200 Fairfax households rent their homes, constituting approximately 37% of total Town households, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 24% of Fairfax rental households are low income, which is defined as earning between 51% and 80% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 12% of Fairfax rental households are very low income, which is defined as earning between 30% and 50% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 36% of Fairfax rental households are extremely low income, which is defined as earning between 0% and 30% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 48% of Fairfax renters were estimated to be rent-burdened, which is defined as spending more than 30% of household income on rent, with 28% of renters estimated to be severely rent-burdened, which is defined as spending more than 50% of household income on rent, as identified by the U.S. Census Bureau, 2019: American Community Survey 5-Year Estimates; and

WHEREAS, an estimated 530 renter-occupied lower-income households in Fairfax are spending more than 30% of their annual income on rent, including 335 who are spending more than 50% on rent, as identified in Appendix H-B: Housing Needs Assessment of the Town's Housing Element Update 2015-2023; and

WHEREAS, according to the National Low Income Housing Coalition's "Out of Reach 2021" study, a renter household would need to earn $55.77 an hour to afford an average one-bedroom apartment or $67.69 an hour to afford an average two-bedroom apartment in Fairfax without being rent-burdened, although the average real wage for Marin renters is just $23.23 an hour; and

WHEREAS, according to the Elder Index developed by the Gerontology Institute at the University of Massachusetts Boston, the average Marin senior renter spends $2,695 per month on housing, constituting between 64-68% of their total monthly expenses; and

WHEREAS, 87% of Fairfax householders under the age of 35 are renters, as identified by the U.S. Census Bureau, 2019: American Community Survey 5-Year Estimates; and

WHEREAS, 68% of Fairfax householders who identify as Hispanic or Latino are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, 66% of Fairfax householders who identify their race as something other than white are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, the rising costs of rents are forcing people out of their homes and out of our community; and

WHEREAS, seniors on fixed incomes, young people, people of color, immigrants, and working people of all backgrounds increasingly cannot afford to buy a house in Fairfax or elsewhere in Marin and depend on stable rents in order to live here; and

WHEREAS, stabilizing rents will protect existing affordable housing stock, enabling local residents to live where they work, thereby shortening commutes, improving traffic and air quality, and lowering local carbon emissions; and

WHEREAS, the State Of California's Tenant Protection Act of 2019 establishes an annual allowable rent increase of 5% plus inflation, far exceeding that of all municipal rent stabilization districts in the Bay Area; and

WHEREAS, the Tenant Protection Act of 2019 depends on renters knowing their rights and pursuing legal remediation when those rights are violated; and

WHEREAS, Town staff has identified changes to Chapter 5.55 (Mandatory Mediation for Rental Increases) of the Fairfax Town Code that will streamline and improve the landlord-tenant negotiation process for rental adjustments and provide clarity regarding relocation procedures, landlords' and tenants' rights, and available remedies to all parties; and

WHEREAS, there are an estimated 699 multi-family rental units in Fairfax, constituting approximately 57% of total renter-occupied housing units, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, an estimated 97% of all Fairfax housing units are in structures built before 1995, as identified in Appendix H-B: Housing Needs Assessment of the Town's Housing Element Update 2015-2023.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF FAIRFAX DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The recitals above are each incorporated by reference and adopted as findings of the Town Council.

SECTION 2. Chapter 5.55 Amended. Chapter 5.55, "Mandatory Mediation for Rental Increases," is hereby amended in its entirety to read as follows:

"CHAPTER 5.55: RENT STABILIZATION PROGRAM

SECTIONS

5.55.010 Purpose and Intent
5.55.020 Definitions
5.55.030 Applicability
5.55.040 Reserved
5.55.050 Reserved
5.55.060 Reserved
5.55.070 Rent Stabilization
5.55.080 Stabilization of Rents; Right of Reasonable Return for Landlords
5.55.090 No Waiver
5.55.100 Judicial Review
5.55.110 Remedies
5.55.120 Injunctive and Other Civil Relief

5.55.010 PURPOSE AND INTENT.

It is the purpose and intent of this Chapter to increase certainty and fairness in the residential rental market within the Town of Fairfax, in order to promote the health, safety, and general welfare of residents and businesses within the Town. This Chapter only governs disputes between Landlords and Tenants of certain rental Dwelling Units located within the Town of Fairfax.

5.55.020 DEFINITIONS.

APPEALS BOARD. The Town Council of the Town of Fairfax.

DWELLING UNIT. A structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in Civil Code section 1940 and the Fairfax Town Code, Chapter 17.

HOUSING SERVICES. Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, access to exterior doors, entry systems, and gates, utilities (unless separately metered and billed to the Tenant by the utility company since the inception of the tenancy, as provided in the lease), refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants or Tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a

proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.

LANDLORD. An owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

MAXIMUM ALLOWABLE RENT. The Maximum Allowable Rent which may be legally charged on any Stabilized Rental Unit covered by this Chapter.

PROPERTY. All rental units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

RENT. All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment and consideration demanded or paid to the Landlord for parking on or near the Property, utilities, pets, furniture, and subletting.

RENTAL AGREEMENT. An agreement, oral, written or implied, between a Landlord and Tenant for use or occupancy of a Rental Unit and for Housing Services.

RENTAL HOUSING FEE. The fee described in section 5.55.070 of this Chapter.

RENTAL UNIT. Any building, structure, or part thereof, or land appurtenant thereto, or any other rental Property rented or offered for Rent for residential purposes, together with all Housing Services connected with use or occupancy of such Property such as common areas and recreational facilities held out for use by a Tenant, regardless of zoning or permitting status. A room or rooms rented separately from other rooms at the same Property shall constitute a single Rental Unit, even if Tenants share other common spaces or amenities.

STABILIZED RENTAL UNITS. All Rental Units in the Town of Fairfax except those rental units exempt under one or more of the following provisions:

(1) Rental Units in hotels, motels, and inns, which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply (a) to a Tenant who has resided at the Property for more than thirty continuous days (b) a Tenant who has entered into an agreement to lease a Rental Unit for 30 days or more, or (c) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant.

(2) Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California

Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

(3) Rental Units which a government unit, agency or authority fully owns, operates and manages. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units from municipal Rent stabilization.

(4) Rental Units exempt pursuant to the Costa-Hawkins Rental Housing Act (Civil Code sections 1954.50—1954.535). If this subsection (4) is repealed by operation of law, new Rental Units shall be exempt per this subsection only if newly constructed within ten years prior to such repeal. In such case, pursuant to Government Code § 66300(d)(2)(A), all units built on the same parcel where any Stabilized Rental Unit was previously demolished shall not be exempt as new construction.

(5) Private, for profit care homes, assisted care facilities, supportive housing.

(6) Exemptions listed in Section 5.55.030(B) of this Chapter.

TENANT. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

TENANT ORGANIZATION. Any group of Tenants who organize collectively for their shared interest(s) as Tenants, including concerns regarding repairs and maintenance, Rent amounts or Rent increases, evictions, discrimination, or harassment, regardless of whether they share the same Landlord or management company.

TOWN. The Town of Fairfax, California

TOWN MANAGER. The Town Manager of the Town of Fairfax, California or designee.

UTILITY CHARGES. Any charges for gas, electricity, water, hot water, sewer, refuse removal, cable or internet.

5.55.030 APPLICABILITY.

(A) Applicability. Except as provided herein, the provisions of this Chapter shall apply to all properties in Fairfax that are hired, rented, or leased to a household within the meaning of Cal. Civil Code section 1940, including properties that contain any of the following: (1) Dwelling Units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling; (2) Dwelling Units in single room occupancy residential structures; or (3) units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Fairfax Town Code. This definition applies to any dwelling space that is actually

used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

(B) Exemptions. The following Rental Units shall be exempt from the provisions of this Chapter:

(1) Rental Units in hotels, motels, and inns, which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply (a) to a Tenant who has resided at the Property for more than thirty continuous days (b) a Tenant who has entered into an agreement to lease a Rental Unit for 30 days or more, or (c) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant, or (d) a Rental Unit used exclusively as a Short-Term Rental as defined in Fairfax Town Code Section 17.008.020.

(2) Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

(3) Rental Units which a government unit, agency or authority fully owns, operates and manages. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units from municipal Rent stabilization.

(4) Any Dwelling Unit located in a development where the Dwelling Units are subject to legally binding restrictions enforceable against and/or governing such units that limit the Rent to no more than an affordable Rent, as such term is defined in Cal. Health & Safety Code section 50053 and as subsequently amended.

(5) Exemptions listed in the definition of Stabilized Rental Units in this Chapter.

5.55.040 Reserved

5.55.050 Reserved

5.55.060 Reserved

5.55.070 RENT STABILIZATION.

(A) Authority and Duties. The Town Manager or Town Council shall have the following authority and duties under this Chapter:

(1) Establish a Base Rent under section 5.55.080(A).

(2) Make adjustments in the Rent Increase and Decreases in accordance with section 5.55.080.

(3) Set Rents at fair and equitable levels in order to achieve the intent of this Chapter.

(4) Issue orders, rules and regulations, conduct hearings and charge fees as set forth below.

(5) Make such studies, surveys and investigations, conduct such hearings, and obtain such information as is necessary to carry out required duties.

(6) Report annually to the Fairfax Town Council on the status of rental housing covered by this Chapter. This shall include a summary of the numbers of notices served, the basis upon which they were served, the amount of the Rent increases and the addresses for which they were served. A searchable database will be created so that service of notice may be determined as well as the summaries. A Rent increase, termination, or change in terms of tenancy is not valid if not served on the Town Manager.

(7) Administer oaths and affirmations and subpoena witnesses.

(8) Establish rules and regulations for deducting penalties and settling civil claims under section 5.55.110.

(9) Seek authorization from the Town Council to seek injunctive and other civil relief under sections 5.55.110 and 5.55.120.

(10) Charge and collect the Rental Housing Fee, including penalties for late payments.

(11) Make available on a contract basis legal assistance services for low-income residents of Fairfax related to evictions and petitions, hearings and appeals.

(12) Collect and/or receive copies of notices of termination of tenancy, Rent increase, and changes in terms of tenancy.

(13) Any other duties necessary to administer and enforce this Chapter.

(B) Rules and Regulations. The Town Council may issue such rules and regulations, including those which are contained in this Chapter as will further the purposes of the Chapter. The Town Council shall publicize its rules and regulations prior to promulgation on the Town's website.

(C) Community Education. The Town Manager may publicize this Chapter and Chapter 5.54 so that all residents of Fairfax will have the opportunity to become

informed about their legal rights and duties under this Chapter. The Town Manager will prepare a brochure which fully describes the legal rights and duties of Landlords and Tenants under Chapters 5.54 and 5.55 of this Code. The brochure will be available to the public and each Tenant of a Rental Unit shall receive a copy of the brochure from their Landlord. Landlords shall provide the brochure at the commencement of the tenancy and with each notice of Rent increase. This brochure will be made available for download from the Town website and/or other appropriate technology. Information about the Rent Stabilization Program may be made available in other languages as requested by the community.

(D) Collection of Rental Housing Fee. All Landlords shall pay the business license fee required by the Town Code section 5.16.010, if applicable, in addition to the Rental Housing Fee. The Town may charge the Rental Housing Fee at the same time as the business license fee. The Rental Housing Fee will be set by resolution of the Town Council. Enforcement of this Chapter shall be funded by the Rental Housing Fee.

(E) Reporting and Fee Payment Requirements.

(1) Within sixty (60) days after the implementation date of this Chapter, all Landlords shall file a copy of all rental increase notices, change of terms of tenancy and tenancy termination notices with the Town Manager before serving the Tenant the notice. A proof of service with time and date of service of notice shall be included with notice filed with the Town Manager.

(2) After proper notice and hearing, if it is determined that a Landlord has willfully and knowingly failed to properly report, as described above, any rental increase notices, change of terms of tenancy or tenancy termination, or pay the Rental Housing Fee, the Town Manager may authorize the Tenant of such a non-reporting or fee paid Unit to withhold all or a portion of the Rent for the Rental Unit until such time as the Rental Housing Fee is paid or notice filed. After a notice is properly filed or fee paid, the Town Manager shall determine what portion, if any, of the withheld Rent is owed to the Landlord for the period in which the notice is not properly filed or fee paid. Whether or not the Town Manager allows such withholding, no Landlord who has failed to properly report or pay the fee shall at any time increase Rents for a Stabilized Rental Unit until such fee or notice is reported.

(3) Failing to pay the fee or file a timely copy of a notice before the filing of an unlawful detainer lawsuit is a complete defense to an unlawful detainer.

5.55.080 STABILIZATION OF RENTS; RIGHT OF REASONABLE RETURN FOR LANDLORDS.

(A) Establishment of Base Rent. Beginning on the effective date of this Chapter, no Landlord shall charge Rent for any Stabilized Rental Unit in an amount

greater than the Rent in effect for that unit on February 2, 2022 except for increases expressly allowed under this Chapter. The Rent in effect on that date is the Base Rent. If there was no Rent in effect on February 2, 2022 the Base Rent shall be the Rent that was charged on the first date that Rent was charged following February 2, 2022. For tenancies commencing after the adoption of this Chapter, the Base Rent is the initial rental rate in effect on the date the tenancy commences. As used in this subsection, the term “initial rental rate” means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy. The Base Rent is the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with section 5.55.080(C).

(B) Posting. As soon as the Landlord is aware of the Annual General Adjustment the Landlord shall post it in a prominent place in or about the affected Stabilized Rental Units.

(C) Annual General Adjustment. No later than June 30 each year, the Town Manager shall announce the percentage by which Rent for eligible Rental Units will be adjusted, effective September 1 of that year.

(1) The Annual General Adjustment shall be equal to 60% of the percentage increase in the Consumer Price Index (All Urban Consumers, San Francisco-Oakland-Hayward region, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics) as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending as of March of the current year.

(2) Paragraph 1 of this subsection notwithstanding, in no event shall the Annual General Adjustment be less than 0% not greater than 5%.

(3) For the period between the effective date of this Chapter and the first Annual General Adjustment announced September 1, 2023, the Landlord may submit a request to the Town Manager for an increase to the Maximum Allowable Rent. Guidelines for approving or denying such request shall be promulgated by the Town Council.

(D) Petitions. Upon receipt of a petition by a Landlord and/or a Tenant, the Maximum Allowable Rent of individual Stabilized Rental Units may be adjusted upward or downward in accordance with the procedures set forth elsewhere in this section. The petition shall be on the form provided by the Town Manager and shall include a declaration by the Landlord that the Rental Unit meets all requirements of this Chapter. Notwithstanding any other provision of this section, the hearing examiner may refuse to hold a hearing and/or grant a Rent adjustment if an individual hearing has been held and decision made with regard to the Maximum Allowable Rent within the previous twelve (12) months.

(E) Hearing Procedure. The Town Council shall enact rules and regulations governing hearings and appeals of individual adjustment of Maximum Allowable Rents which shall include the following:

(1) Hearing Examiner. A hearing examiner appointed by the Town Manager shall conduct a hearing to act upon the petition for individual adjustment of Lawful Rent and shall have the power to administer oaths and affirmations.

(2) Notice. The Town Manager shall notify the Landlord, if the petition was filed by the Tenant, or the Tenant, if the petition was filed by the Landlord, of the receipt of such a petition and provide a copy thereof.

(3) Time of Hearing. The hearing officer shall notify all parties as to the time, date and place of the hearing.

(4) Records. The hearing examiner may require either party to a Rent adjustment hearing to provide it with any books, records and papers deemed pertinent in addition to that information contained in registration statements. The hearing examiner may conduct a current building inspection and/or request the city to conduct a current building inspection if the hearing examiner finds good cause to believe the Board's current information does not reflect the current condition of the Stabilized Rental Unit. The Tenant may request the hearing examiner to order such an inspection on or prior to the date of the hearing. All documents required under this section shall be made available to the parties involved prior to the hearing at Town offices. In cases where information filed in a petition for Maximum Allowable Rent adjustment or in additional submissions filed at the request of the hearing examiner is inadequate or false, no action shall be taken on said petition until the deficiency is remedied.

(5) Open Hearings. All Maximum Allowable Rent adjustment hearings shall be open to the public.

(6) Right of Assistance. All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, Tenant Organization representatives or any other persons designated by said parties.

(7) Hearing Record. The Town Manager shall make available for inspection and copying by any person, an official record which shall constitute the exclusive record for decision on the issues at the hearing. The record of the hearing, or any part of one, shall be obtainable for the cost of copying. The record of the hearing shall include: all exhibits, papers and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions; orders and/or rulings; all final decisions, orders and/or rulings, and the reasons for each final decision, order and/or ruling. All hearings shall be recorded. Any party may receive a copy of the audio that was made. Reasonable costs may be charged.

(8) Proof Required and Notice of Decision. No individual adjustment shall be granted unless supported by the preponderance of the evidence submitted at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which said decision is based. At the same time, parties to the proceeding shall be notified of their right to an appeal to the Town Council and/or to judicial review of the decision on appeal pursuant to this section and section 5.55.100 of this Chapter.

(9) Consolidation. All Landlord petitions pertaining to Tenants of the same Property shall be consolidated for hearing, and all petitions filed by Tenants occupying the same Property shall be consolidated for hearing unless there is a showing of good cause not to consolidate such petitions.

(10) Time for Decision. Decisions decreasing Rents shall remain in effect until the Town Manager finds that the Landlord has corrected the defect warranting the decrease. Upon a determination of compliance, the Landlord shall be entitled to reinstatement of the prior Rent level, retroactive to the date that the Landlord corrected the defect which warranted the decrease. This shall be in compliance with California Civil Procedure section 1942.4. If the Landlord is found to be in violation of California Civil Procedure section 1942.4 then no rent shall be charged for the period during which the Landlord was in violation.

(11) Appeal. Any person aggrieved by the decision of the hearing examiner may appeal to the Town Council acting as the Appeals Board. On appeal, the Town Council may affirm, reverse or modify the decision of the hearing examiner.

(12) Finality of Decision. The decision of the hearing examiner shall be the final decision in the event of no appeal to the Town Council. The decision of the hearing examiner shall not be stayed pending appeal; however, in the event that the Town Council on appeal, reverses or modifies the decision of the hearing examiner, the Landlord, in the case of an upward adjustment in Rent, or the Tenant, in the case of a downward adjustment of Rent, shall be ordered to make retroactive payments to restore the parties to the position they would have occupied had the hearing examiner's decision been the same as that of the Town Council.

(F) Individual Adjustment Rent Increase. In making individual adjustments of the Annual Adjustable Rent Increase, the hearing examiner shall consider the purposes of this Chapter and the requirements of law, including state law. In making an individual downward adjustment, the hearing examiner may consider decreases in Housing Services; substantial deterioration of the Stabilized Rental Unit other than as a result of ordinary wear and tear; or failure on the part of the Landlord to provide adequate Housing Services or to comply substantially with applicable housing, health and safety codes.

(G) No Direct Charge for Utilities. A Landlord may not charge a Tenant for Utility Charges indirectly. In order to be paid by a Tenant, the utility service must be separately or individually metered and the utility account must be registered to the Tenant and not the Landlord.

(H) Landlords' Right of Reasonable Return. In making individual adjustments of the Maximum Allowable Rent, the hearing examiner shall consider the purposes of this Chapter and shall specifically consider all relevant factors, including (but not limited to):

(1) Increases or decreases in Property taxes;

(2) Unavoidable increases or any decreases in maintenance and operating expenses;

(3) The cost of planned or completed capital improvements to the Rental Unit (as distinguished from ordinary repair, replacement and maintenance) where such capital improvements are necessary to bring the Property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;

(4) Increases or decreases in the number of Tenants occupying the Rental Unit, living space, furniture, furnishings, equipment, or other Housing Services provided, or occupancy rules;

(5) Substantial deterioration of the Rental Unit other than as a result of normal wear and tear;

(6) Failure on the part of the Landlord to provide adequate Housing Services, or to comply substantially with applicable state rental housing laws, local housing, health and safety codes, or the Rental Agreement; and

(7) The pattern of recent rent increases or decreases.

(I) No upward adjustment of an individual Maximum Allowable Rent shall be authorized under this section if the Landlord:

(1) Has continued to fail to comply with any provisions of this Chapter and/or orders or regulations properly issued thereunder, or

(2) Has failed to bring the Rental Unit into compliance with the implied warranty of habitability.

(J) Allowable Rent increases pursuant to an individual upward adjustment of the rent ceiling shall become effective only after the Landlord gives the Tenant at least a

thirty (30) day written notice of such Rent increase and the notice period expires. If the hearing examiner makes a downward individual adjustment of the rent ceiling, such Rent decrease shall take effect no sooner than thirty (30) days after the effective date set for the downward adjustment.

(K) No provision of this Chapter shall be applied so as to prohibit the hearing examiner from granting an individual Rent adjustment that is demonstrated by the Landlord to be necessary to provide the Landlord with a fair return on investment. Limits on the total increase per month and length of monthly increase may be promulgated by the Town Council through regulations.

5.55.090 NO WAIVER.

Any provision, whether oral or written, whereby any provision of this Chapter for the benefit of the Tenant is waived, shall be deemed to be against public policy and shall be void.

5.55.100 JUDICIAL REVIEW.

A Landlord or Tenant aggrieved by any final action or decision of the Town Council may seek judicial review by appealing to the appropriate court within the jurisdiction. No action or decision by the Town Council shall go into effect until thirty (30) days have expired to allow for such appeal.

5.55.110 REMEDIES.

(A) Any Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the maximum lawful Rent, in violation of the provisions of this Chapter or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and registration fee requirements, shall be liable in a civil action to the Tenant from whom such payments are demanded, accepted, received or retained, for reasonable attorney fees and costs as determined by the court, plus damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent. A civil penalty of treble the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent shall be awarded against the Landlord upon a showing that the Landlord has acted willfully or with oppression, fraud or malice. The statute of limitations for all remedies in this subsection shall be three years. The remedies of this subsection are cumulative and may be used in addition to any other remedy in this Chapter, at law, statute or ordinance.

(B) In lieu of filing a civil action for violation of section 5.55.070 of this Chapter, a Tenant may file an administrative complaint. The Town Council may establish by resolution a hearing procedure similar to that set forth in section 5.55.080(E).

In any administrative hearing under this section, a Landlord who demands, accepts, receives or retains any payment of Rent in excess of the maximum lawful Rent shall be liable for damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent and may be liable for an additional amount not to exceed Five Hundred Dollars ($500), for costs, expenses incurred in pursuing the hearing remedy, and damages. The Tenant shall bear the burden of proving entitlement to this amount. The Tenant may deduct the $500 costs payment and award of damages from future Rent payments in the manner provided by the Town Manager. An order authorizing Rent withholding under this Chapter shall survive the sale or other transfer of the Rental Unit and shall be binding upon successors of the Landlord against whom the order was made. If a Tenant authorized to withhold Rent under this Chapter vacates the Rental Unit, the Landlord shall pay to such Tenant a sum equal to the balance of the Rent that the Tenant could have withheld.

(C) If the Tenant from whom such excessive payment is demanded, accepted, received or retained in violation of the foregoing provisions of this Chapter or any rule or regulation or order hereunder promulgated, fails to bring a civil or administrative action as provided for in this section within one hundred twenty (120) days from the date of occurrence of the violation, the Town Manager may settle the claim arising out of the violation or bring such action. Thereafter, the Tenant on whose behalf the Town Manager acted is barred from also bringing an action against the Landlord in regard to the same violation for which the Town Manager has made a settlement or brought action. In the event the Town Manager settles said claim, the Town shall be entitled to retain the costs it incurred in settlement thereof, and the Tenant against whom the violation has been committed shall be entitled to the remainder.

5.55.120 INJUNCTIVE AND OTHER CIVIL RELIEF.

Tenants and Landlords of Rental Units, may seek relief from the appropriate court within the jurisdiction within which the affected Rental Unit is located to enforce any provision of this Chapter or its implementing regulations or to restrain or enjoin any violation of this Chapter and of the rules, regulations, orders and decisions."

SECTION 3. Compliance with CEQA. The Town Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of the Ordinance may have a significant effect on the environment, in that this ordinance applies residential tenant protection to existing residential units in the Town of Fairfax, which is solely an administrative process resulting in no physical changes to the environment. Accordingly, this ordinance contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, or the application thereof to any person or place, is

for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The Town Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Implementation Date. The provisions of this Chapter shall not be implemented by the Town of Fairfax until such time as sufficient agreements for implementation support, including, but not limited to, staffing, hearings, software and outreach, have been approved by the Town Council. Upon approval of said support agreements, the Town Council will set an implementation date by resolution.

SECTION 6. Effective Date and Posting. This Ordinance shall be effective 30 days following its adoption by the Town Council. Copies of this Ordinance shall, within fifteen days after its passage and adoption, be posted in three public places in the Town of Fairfax, to wit: 1. Bulletin Board, Town Hall Offices; Bulletin Board, Fairfax Post Office; and 3. Bulletin Board, Fairfax Women's Club.

The foregoing Ordinance was introduced at a special meeting of the Town Council on the 11th day of October, 2022, and duly adopted at the next regular meeting of the Town Council on the 2nd day of November, 2022, by the following vote, to wit:

AYES: ACKERMAN, COLER, CUTRANO, GODDARD, HELLMAN
NOES: None
ABSENT: None
ABSTAIN: None

/s/

Stephanie Hellman, Mayor

Attest:

/s/ 11-04-22

Michele Gardner, Town Clerk Date

ORDINANCE NO. 870

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX AMENDING CHAPTER 5.54 "JUST CAUSE EVICTIONS" OF TITLE 5 OF THE FAIRFAX TOWN CODE

WHEREAS, more than 1,200 Fairfax households rent their homes, constituting approximately 37% of total town households, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 24% of Fairfax rental households are low income, which is defined as earning between 51% and 80% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 12% of Fairfax rental households are very low income, which is defined as earning between 30% and 50% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, approximately 36% of Fairfax rental households are extremely low income, which is defined as earning between 0% and 30% of the county's area median income, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, 87% of Fairfax householders under the age of 35 are renters, as identified by the U.S. Census Bureau, 2019: American Community Survey 5-Year Estimates; and

WHEREAS, 68% of Fairfax householders who identify as Hispanic or Latino are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, 66% of Fairfax householders who identify their race as something other than white are renters, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, the right to adequate housing is an internationally recognized human right, sanctioned by the United Nations and enumerated to include protection against forced evictions, security of tenure, and non-discriminatory access, as identified by the Office of the United Nations High Commissioner for Human Rights, The Right to Adequate Housing, Fact Sheet No. 21/Rev.1; and

WHEREAS, the State of California's Tenant Protection Act of 2019 depends on renters knowing their rights and pursuing legal remediation when those rights are violated; and

WHEREAS, Chapter 5.54 (Just Cause Evictions) of the Fairfax Town Code does not presently include protections found in some other Bay Area rent stabilization and just cause eviction ordinances, such as relocation payments for renters evicted due to no fault

of their own, securing the right of return/first right of refusal for renters who are evicted due to no fault of their own, and special protections against eviction for seniors, the Disabled, and for Educators and students during the school year; and

WHEREAS, in accordance with Civil Code section 1946.2(g)(1)(B), the Fairfax Town Council finds that this ordinance is more protective than the provisions of Civil Code section 1946.2 for the following reasons:

(1) The just cause for termination of a residential tenancy under this Chapter is consistent with Civil Code section 1946.2; and

(2) This Chapter, and Chapter 5.55 (for which amendments are being adopted through a concurrent ordinance), further limits the reasons for termination of a residential tenancy, provides for relocation assistance, and provides additional tenant protections that are not prohibited by any other provision of law.

WHEREAS, there are an estimated 699 multi-family rental units in Fairfax, constituting approximately 57% of total renter-occupied housing units, as identified in the 2021-04-02 Housing Needs Data Report: Fairfax; and

WHEREAS, an estimated 97% of all Fairfax housing units are in structures built before 1995, as identified in Appendix H-B: Housing Needs Assessment of the Town's Housing Element Update 2015-2023.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF FAIRFAX DOES ORDAIN AS FOLLOWS:

SECTION 1. **Recitals.** The recitals above are each incorporated by reference and adopted as findings of the Town Council.

SECTION 2. **Chapter 5.54 Amended.** Chapter 5.54, "Just Cause Evictions," is hereby amended in its entirety to read as follows:

"**CHAPTER 5.54: JUST CAUSE EVICTIONS**

Section

5.54.010 Purpose and Intent
5.54.020 Definitions
5.54.030 Just Cause for Eviction – Protections
5.54.040 Reserved
5.54.050 Relocation
5.54.060 Units Withdrawn from the Rental Market Pursuant to the Ellis Act
5.54.070 Remedies

5.54.010 PURPOSE AND INTENT.

The purpose of this Chapter is to promote neighborhood and community stability, healthy housing, and affordability for renters in Fairfax by regulating arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return on their investment.

5.54.020 DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CREDITWORTHINESS. Any standard of determining suitability to receive credit or reliability to pay money owed, including any financial or income standard.

DISABLED. The term “disabled” shall have the same meaning as that in Government Code section 12955.3, as may be amended or renumbered from time to time.

DWELLING UNIT. A structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in Civil Code section 1940 and the Fairfax Town Code.

EDUCATOR. Any person who works at a school in Marin County as an employee or independent contractor of the school or of the governing body that has jurisdiction over the school, including, without limitation, all teachers, classroom aides, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants.

HOUSING SERVICES. Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, access to exterior doors, entry systems, and gates, utilities (unless separately metered and billed to the Tenant by the utility company since the inception of the tenancy, as provided in the lease), refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants or Tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.

LANDLORD. An owner, lessor, sublessor or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

PRIMARY RESIDENCE. Occupancy of a Primary Residence does not require that the individual be physically present in the unit at all times or continuously, but the
unit must be the individual's usual place of return. Indicia of a Primary Residence include:

(1) The individual carries on basic living activities at the subject premises for extended periods;

(2) The subject premises are listed with other public agencies, including Federal, State and local taxing authorities as the individual's primary residence;

(3) Utilities are billed to and paid by the individual at the subject premises;

(4) A homeowner's tax exemption for the individual has not been filed for a different property;

(5) The occupant is not registered to vote at any other location;

(6) All or most of the individual's personal possessions have been moved into the subject premises;

(7) The subject premises are the place the individual normally returns to as their home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence;

(8) Other relevant factors demonstrating a residence is the person's Primary Residence.

In order for a housing unit to qualify as a Primary Residence, ownership must be held in the name of the natural person claiming Primary Residence and cannot be held by a limited liability corporation, limited partnership, or other corporate structure. A housing unit that is owned by a living trust may qualify as a Primary Residence if the trust beneficiary meets the above criteria, so long as the Landlord is able to provide documentation to the Town Manager of the name and address of all trust beneficiaries.

PROPERTY. All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

RENT. All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment

and consideration demanded or paid to the Landlord for parking on or near the Property, utilities, pets, furniture, and subletting.

RENTAL AGREEMENT. An agreement, oral, written or implied, between a Landlord and Tenant for use or occupancy of a Rental Unit and for Housing Services.

RENTAL UNIT. Any building, structure, or part thereof, or land appurtenant thereto, or any other rental Property rented or offered for Rent for residential purposes, together with all Housing Services connected with use or occupancy of such Property such as common areas and recreational facilities held out for use by a Tenant, regardless of zoning or permitting status. A room or rooms rented separately from other rooms at the same Property shall constitute a single Rental Unit, even if Tenants share other common spaces or amenities.

SCHOOL YEAR. The first day of instruction for the Fall Semester through two weeks after the last day of instruction for the Spring Semester, as posted on the School District website for each year.

TENANT. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

TOWN. The Town of Fairfax, California

TOWN MANAGER. The Town Manager of the Town of Fairfax or designee.

5.54.030 JUST CAUSE FOR EVICTION – PROTECTIONS.

(A) Applicability. Except as provided herein, the provisions of this Chapter shall apply to all properties in Fairfax that are hired, rented, or leased to a household within the meaning of Cal. Civil Code section 1940, including properties that contain any of the following: (1) Dwelling Units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling; (2) Dwelling Units in single room occupancy residential structures; or (3) units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Fairfax Town Code. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

(B) Exemptions. The following Rental Units shall be exempt from this section, except that all exempt units must comply with the requirement of section 5.54.030(D).

(1) Rental Units in hotels, motels, and inns, which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply (a) to a Tenant who has resided at the Property for more than thirty continuous days (b) to a Tenant who has entered into an agreement to lease a Rental Unit for 30

days or more (c) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant or (d) a Rental Unit used exclusively as a Short-Term Rental as defined in Fairfax Town Code Section 17.008.020.

(2) Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

(3) Rental Units which a government unit, agency or authority fully owns, operates and manages. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units from municipal Rent stabilization.

(4) Any Dwelling Unit located in a development where the Dwelling Units are subject to legally binding restrictions enforceable against and/or governing such units that limit the Rent to no more than an affordable rent, as such term is defined in Cal. Health & Safety Code section 50053,and as subsequently amended.

(C) No Landlord shall take action to terminate any tenancy, including but not limited to making a demand for possession of a Rental Unit, threatening to terminate a tenancy verbally or in writing, serving any notice to quit or other eviction notice, bringing any action to recover possession or be granted recovery of possession of a Rental Unit, including by seeking the entry of an eviction judgment or by causing or permitting a writ of possession to be entered unless the Landlord is able to prove the existence of one of the following grounds as stated in the termination notice on which the court action is based:

(1) Failure to Pay Rent. The Tenant has failed to pay the Rent to which the Landlord is legally entitled under the Rental Agreement, this Chapter, federal, state, and any other local law.

(a) In any action to recover possession of a Rental Unit filed under this subsection, it shall be a defense if the Landlord impeded the Tenant's effort to pay Rent by refusing to accept Rent paid on behalf of the Tenant from a third party, or refusing to provide a W-9 form or other necessary documentation for the Tenant to receive rental assistance from a government agency, non-profit organization, or other third party. Acceptance of rental payments made on behalf of the Tenant by a third party shall not create a tenancy between the Landlord and the third party as long as either the Landlord or the Tenant provide written notice that no new tenancy is intended.

(b) COVID-19 State Law Preemption. This Chapter shall not apply to unlawful detainer action for nonpayment of Rent originally due from March 1, 2021 through March 31, 2022, where prohibited by Code of Civil Procedure section 1179.05 or successor statute.

(2) Breach of Lease. The Tenant has continued, after written notice to cease, to substantially violate any of the written material terms of the Rental Agreement, except the requirement to surrender possession on proper notice as required by law. To constitute a breach of lease, the substantially violated term must be reasonable and legal and have been accepted in writing by the Tenant as part of the Rental Agreement; and provided further that, where such term was accepted by the Tenant or made part of the Rental Agreement subsequent to the initial creation of the tenancy, the Landlord must have first notified the Tenant in writing that they need not accept such terms or agree to the terms being made part of the Rental Agreement.

(a) Notwithstanding any lease provision to the contrary, a Landlord shall not take any action to terminate a tenancy based on a Tenant's sublease of the Rental Unit if the Landlord has unreasonably withheld the right to sublease following written request by the Tenant. The following requirements must be met:

(i) The Tenant continues to reside in the Rental Unit as their primary residence.

(ii) The sublease replaces one or more departed Tenants under the Rental Agreement on a one-for-one basis or the sublease adds additional occupants up to the maximum amount of occupants legally allowed under section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code section 17922, except where prohibited by law.

(iii) A Landlord's refusal of a subtenant must state the reason for the refusal. If the Landlord fails to respond to the Tenant's request to sublease in writing within fourteen (14) days of receipt of the Tenant's request, the Tenant's request shall be deemed approved by the Landlord.

(iv) A Landlord's reasonable refusal of the Tenant's written request may not be based on the proposed additional occupant's lack of Creditworthiness, if the occupant will not be legally obligated to pay some or all of the Rent directly to the Landlord. A Landlord's reasonable refusal of the Tenant's written request may be based on the ground that the total number of occupants in a Rental Unit exceeds the maximum number of occupants under section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code section 17922.

(b) Before endeavoring to recover possession based on the violation of a lawful obligation or covenant of tenancy regarding subletting or limits on the number of occupants in the Rental Unit, the Landlord shall serve the Tenant a written notice of the violation that provides the Tenant with a minimum of fourteen (14) days' opportunity to cure the violation. The Tenant may cure the violation by making a written request to add occupants referenced in subsection (ii) of section 5.54.030(C)(2)(a) or by using other reasonable means to cure the violation.

(c) Protections for Families. Notwithstanding any contrary provision in this section, a Landlord shall not endeavor to recover possession of a Rental Unit as a result of the addition to the Rental Unit of a Tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner (as defined in California Family Code section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of a Tenant, so long as the number of occupants does not exceed the maximum number of occupants as determined under section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code section 17922.

(3) Nuisance. The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to, the Rental Unit and, after written notice, has refused to cease damaging the premises, or has refused to either make satisfactory correction or to pay the reasonable costs of repairing such damage over a reasonable period of time. The fact that a Tenant has been arrested or convicted of a crime, been the victim of a crime, or contacted the police, in and of itself, is not evidence of nuisance for purposes of this subsection.

(4) Failure to Give Access. The Tenant has continued to refuse, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purposes of showing the unit to a prospective purchaser or mortgagee or making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof. To terminate a tenancy under this subsection, a Landlord must show that written notice was provided to the Tenant in compliance with Civil Code section 1954.

(5) Temporarily Vacate in Order to Undertake Substantial Repairs. The Landlord, after having obtained all necessary permits from the Town, seeks in good faith to undertake substantial repairs which are necessary to bring the Property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs while the Tenant resides on the premises require the Tenant to temporarily vacate for at least 30 days.

(a) Where such repairs can be completed in a period of 60 or fewer days, and the Tenant agrees in writing to vacate the premises during the period required to complete the repairs, the Landlord may not recover possession pursuant to this subsection unless the Tenant shall fail or refuse to vacate the premises in accordance with such agreement.

(b) Where the Landlord owns any other residential Rental Units in the Town of the same number of bedrooms or fewer, and any such unit is vacant and available at the time of service of the written notice terminating the tenancy, or at any time thereafter until the earlier of the Tenant's vacating the premises or the entry of a

judgment by a court of competent jurisdiction awarding possession of the premises to the Landlord, the Landlord shall, as a condition of obtaining possession pursuant to this subsection, notify the Tenant in writing of the existence and address of each such vacant Rental Unit and offer the Tenant the right, at the Tenant's option, to enter into a Rental Agreement (to be designated as a "temporary rental agreement") for the available Rental Unit which the Tenant may choose, at a Rent not to exceed the lesser of the lawful Rent which may be charged for such available Rental Unit or the lawful Rent in effect at the time of the notice of termination of tenancy on the unit being vacated. Said Rental Agreement shall be for a term of the lesser of ninety days or until completion of repairs for the Rental Unit being vacated by Tenant.

(c) A notice terminating tenancy under this subsection must include the following information:

(i) A statement informing Tenants as to their right to relocation payments under this Chapter.

(ii) The statement, "When the needed repairs are completed on your unit, the Landlord must offer you the opportunity to return to your unit with a Rental Agreement containing the same terms as your original one and with the same rent."

(iii) A description of the repairs to be completed and the approximate expected duration of the repairs.

(d) Where the Landlord recovers possession under this subsection either prior to or after an unlawful detainer judgment, the Tenant must be given the right of first refusal to re-occupy the unit. The Landlord shall notify the Tenant household at least sixty (60) days in advance of the availability of the unit or room. Within thirty (30) days of receipt of the notice of availability, a Tenant household must notify the Landlord if it wishes to reoccupy the unit or room. The Landlord must hold the unit or room vacant at no cost to the Tenant for sixty (60) days from the date the Tenant household's written notice of its intent to reoccupy the Rental Unit or room is received.

(6) Owner Move-In. The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord or the Landlord's spouse, child, parent or grandparent.

(a) A Landlord, as used in this subsection, shall only include a Landlord that is a natural person who has at least a 51% recorded ownership interest in the Property.

(b) No eviction may take place for an "owner move-in" if the same Landlord or enumerated relative already occupies a Rental Unit on the Property, or if a vacancy already exists on the Property. Only one specific unit per building may undergo an "Owner Move-in" eviction. Once a Landlord has successfully recovered

possession of a Rental Unit pursuant to this subsection, no other Landlords may recover possession of any other Rental Unit at the Property under the subsection. Any future evictions taking place at the same Property under this subsection must be of that same Rental Unit. At all times, a Landlord may request a reasonable accommodation if the Landlord or enumerated relative is Disabled and a different unit is necessary to accommodate the person's disability. A Landlord who has terminated a tenancy for a Rental Unit under this subsection may not terminate a tenancy for a Tenant who subsequently reoccupies a Rental Unit after termination of tenancy under this subsection or relocates to a comparable Rental Unit on the same Property for a period of four years commencing from the date of the latest notice to vacate.

(c) The notice terminating tenancy shall contain the name and relationship to the Landlord of the person intended to occupy the Rental Unit.

(d) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within ninety (90) days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least one year .

(e) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the Rental Unit within 90 days after the Tenant vacates, the Landlord shall:

(i) Offer the unit to the Tenant who vacated it at the same Rent in effect at the time the Tenant vacated; and

(ii) Pay to said Tenant all reasonable expenses incurred in moving to and from the unit, include lease termination fees. This subsection does not limit any other remedies a Tenant may have under this Chapter or applicable law.

(iii) If the Landlord or enumerated relative fails to occupy the Rental Unit within 90 days after the Tenant vacates or does not occupy the Rental Unit as a Primary Residence for at least one year, the Landlord shall have the burden of producing evidence that the failure to occupy did not occur in bad faith.

(f) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the Rental Unit within ninety days and the previous Tenant declines to move back into the Rental Unit, any new Tenant moving into the Rental Unit will have as the original base Rent the Rent in effect at the time the previous Tenant vacated.

(g) Eviction Protection for Elderly, Disabled, or Terminally Ill Tenants. A Landlord may not evict a Tenant pursuant to this subsection if (a) the Tenant has resided in the Rental Unit for at least three (3) years and is either at least 62 years of age or Disabled; or (b) if the Tenant is certified as being terminally ill by the Tenant's treating physician. For the purposes of this subsection, notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption if the Landlord or

enumerated relative who will occupy the Rental Unit is also Disabled and no other units are available at the Property.

(h) Within 30 days after the effective date of a written notice of termination under this subsection is filed with the Town Manager, the Town Manager shall record a notice of constraints with the County Recorder identifying each Rental Unit on the Property that is the subject of the subsection 5.54.030(C)(6) notice to vacate, stating the nature and dates of applicable restrictions under subsections 5.54.030(C)(6)(e), 5.54.030(C)(6)(f), and 5.54.030(E), and any other restrictions per applicable regulations. The Town Manager shall also send a notice to the Rental Unit that states the maximum Rent for that unit, and shall send an updated notice to the unit 12 months, 24 months, 36 months, 48 months, and 60 months thereafter, or within 30 days of such date. If a notice of constraints is recorded but the Tenant does not vacate the Rental Unit, the Landlord may apply to the Town Manager for a rescission of the recorded notice of constraints. No further notices to the Rental Unit pursuant to this subsection are required if the constraints on the unit are rescinded.

(i) A Landlord may not evict a Tenant under this subsection if there is a comparable Rental Unit occupied by a Tenant who moved onto the Property more recently than the Tenant from whom the Landlord seeks to recover possession.

(7) Withdrawal from Rental Market. The Landlord seeks in good faith to recover possession of all Rental Units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (Government Code section 7060 et seq.). The Landlord must have fulfilled all requirements of section 5.54.060 of this Code and all Town regulations initiating the procedure for withdrawing Rental Units from Rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing. Tenants shall be entitled to a minimum of 120-day notice or one year in the case a Tenant is at least 62 years of age or Disabled. Notice times may be increased by regulations if state law allows for additional time.

(8) Buy-Out Agreements. Nothing in this Chapter shall expand or limit a Landlord and Tenant's ability to negotiate or agree to end a tenancy voluntarily in exchange for money or other consideration. All buy-out agreements under this section must be in writing, provided in English and translated into any other language at the Tenant's request, and include:

(a) A statement that the Tenant has the right not to enter into a proposed buy-out agreement;

(b) A statement that the Tenant may consult with an attorney of their choosing before entering into a buy-out agreement;

(c) A space for each Tenant to sign and write the date upon which the Landlord provided the Tenant with the agreement.

(9) Termination of Temporary Tenancy. The Landlord seeks in good faith to recover possession of a separately alienable Rental Unit for their occupancy as a Primary Residence. This shall apply only where the Landlord has previously occupied the Rental Unit as their Primary Residence and has the right to recover possession of the unit for their occupancy as a Primary Residence under an existing written Rental Agreement for a term of no more than 12 consecutive months that was executed with the current Tenants. The temporary Tenant must be provided, at the inception of the tenancy, with a written statement that includes the length of the tenancy and that the tenancy may be terminated at the end of the temporary tenancy period. No relocation is required under this subsection.

(D) In any action to recover possession of a Rental Unit pursuant to this section 5.54.030, a Landlord must allege and prove that the Landlord seeks to recover possession of the unit with good faith, honest intent and with no ulterior motive for the reason stated in the termination notice. If a Landlord claims the Rental Unit is exempt from this ordinance, the Landlord must allege and prove that the unit is covered by one of the exceptions enumerated in subsection 5.54.030(B) of this Chapter. Such allegations must appear in the notice of termination of tenancy. Failure to make such allegations in the notice shall be a complete defense to any unlawful detainer action.

(E) Right of Return and First Right of Refusal. All Tenants that are displaced based on sections 5.54.030(C)(5) or (C)(6) or shall have the first right of refusal to return to the unit if it should ever be returned to the market by the Landlord or successor Landlord. The return tenancy shall include the same terms as the original tenancy and the Rent shall be the Rent lawfully paid by the Tenant at the time the Landlord gave notice of termination on a basis listed in sections 5.54.030(C)(5) or (C)(6) plus any lawful adjustment under section 5.55.080. All notices of termination of tenancy served under sections 5.54.030(C)(5) or (C)(6) shall state the lawful Rent in effect at the time of termination of tenancy. If the Tenant declines to reoccupy the Rental Unit after it is returned to the rental market, the lawful base Rent for the new tenancy shall be the Rent lawfully paid by the Tenant at the time the Landlord served the termination notice, plus any lawful adjustment under this Chapter or Chapter 5.55.

(F) School Year Protections for Educators and Students. It shall be a defense to an eviction under sections 5.54.030(C)(5) or (C)(6) if a child under the age of 18 or any Educator resides in the unit, the child or Educator is a Tenant in the unit or the child has a custodial or family relationship with a Tenant in the unit, the Tenant has resided in the unit for 12 months or more, and the expiration date of the notice of termination of tenancy falls during the School Year.

(G) Written Warning Notice Requirements. Any written warning notice as described in subsections 5.54.030(C)(2)-(4) shall be served by the Landlord on the Tenant within a reasonable period prior to serving a notice to terminate tenancy and shall inform the Tenant that a failure to cure may result in the initiation of eviction proceedings, of the right to request a reasonable accommodation for disability, and the

contact number for the Town Manager. A reasonable period shall be presumed to be seven days. The notice shall also include sufficient details allowing a reasonable person to comply. The notice shall also include any information necessary to determine the date, time, place, witnesses present, and other circumstances concerning the reason for the notice.

(H) Retaliation is Barred. Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is knowingly in retaliation for the Tenant reporting violations of this Chapter, for exercising rights granted under this Chapter or other law, or for forming or participating in a Tenant Organization.

(I) Additional Notice Requirements. In any notice purporting to terminate tenancy, the Landlord shall state the cause for the termination, and in any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove compliance with this section. All notices described in subsections 5.54.030(C)(2)-(4) shall be attached to any notices that purport to terminate a tenancy for which they correspond. The Landlord shall file with the Town Manager a copy of any notice terminating tenancy within three (3) days after serving the notice on the Tenant.

(J) Failure to Comply. Failure to comply with any requirement of this Chapter or any implementing regulation may be asserted as an affirmative defense in an action brought by the Landlord to recover possession of the Unit. Additionally, any attempt to recover possession of a Rental Unit or recover of possession in violation of this Chapter shall render the Landlord liable to the Tenant in a civil action for wrongful eviction for treble damages. The Tenant may seek injunctive relief, equitable relief, and money damages. In any action for equitable relief, it shall be presumed that a Tenant suffers irreparable harm through violation of this Chapter. A Tenant or Landlord prevailing in an action brought under this Chapter that is not an unlawful detainer action shall recover costs and reasonable attorney fees. The statute of limitations for all remedies in this section shall be three years. The remedies under this section are cumulative, and may be used in addition to any other remedies in this Chapter or at law, statute, or ordinance.

5.54.040 RESERVED.

5.54.050 RELOCATION.

(A) A Landlord seeking to recover possession under sections 5.54.030(C)(5)-(7) must make relocation payments to the Tenant's household of the Rental Unit. The amount of the relocation benefit shall be equal to two months' Rent, at the rate of Rent applicable at the time of the relocation. Relocation payments shall be paid at the time of the service of the notice of termination of tenancy. If the Tenant fails to vacate the unit, the relocation payment must be returned to the Landlord.

(B) Notwithstanding subsections 5.54.050(A), any Tenant household that, at the time the notice of intent to withdraw Rental Units is filed with the Town, includes a

Tenant who is 62 years of age or older, 17 years of age or younger, Disabled, or certified as being terminally ill by the Tenant's treating physician shall be entitled to receive an additional payment of $3,000.

(C) Every year following the date of passage, the relocation payments specified in subsections 5.54.050(A) and (B) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for Marin County for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Town.

(D) Short-Term Tenant Relocation.

(1) Where a Tenant shall be displaced from their Rental Unit for renovation work for a period of thirty days or less, the Landlord shall immediately make short-term relocation payments to the Tenant as set out in subsection 3, below, or the Tenant may elect not to receive short-term relocation payments. If the Tenant receives short-term relocation payments, the Tenant remains obligated to pay the lawful Rent in effect when the Tenant vacated. If the Tenant has elected not to receive short-term relocation payments, the Tenant shall not be obligated to pay Rent until the Tenant re-occupies the Rental Unit.

(2) Should a Tenant be displaced for a greater time than originally notified, the Landlord shall pay additional short-term relocation expenses for each additional day of displacement, to be paid on a weekly basis prior to each additional week.

(3) The following amounts shall be paid by the Landlord to the Tenant for each day of displacement:

(i) Hotel or motel accommodations: $168.15 per household;

(ii) Meal expenses: $33.85 per occupant;

(iii) Laundry: $1.12 per household;

(iv) Pet accommodation: $32.73 per cat and $58.69 per dog.

(4) Replacement amounts shall be adjusted yearly based on the CPI increase. The Town Manager shall publish the new relocation amounts each year following the increase.

(E) If a Landlord fails to provide relocation payments in accordance with this section, in addition to any other remedy under this Chapter, or at law, the Tenant may pursue a civil action for the amount of relocation payments they would have been entitled to and costs of suit. The statute of limitations for all remedies in this section

shall be three years. The remedies of this section are cumulative, and may be used in addition to any other remedy available in this Chapter or at law.

(F) A Landlord's failure to properly allege and prove a permissible ground for eviction under sections 5.54.030(C)(5)-(7) is not a defense to failing to provide relocation payments when a Landlord recovers the Rental Unit in violation of section 5.54.030. Further, where a Tenant vacates a Rental Unit within one year of receiving a termination notice pursuant to sections 5.54.030(C)(5)-(7), the reason for vacating shall be presumed to be the termination notice.

5.54.060 UNITS WITHDRAWN FROM THE RENTAL MARKET PURSUANT TO THE ELLIS ACT.

The following shall apply to a unit where possession is recovered pursuant to section 5.54.030(C)(7) of this Chapter.

(A) Re-Rental of Rental Unit within Two Years. If the Rental Unit is offered again for Rent or lease for residential purposes within two years of the date the Rental Unit was withdrawn from Rent or lease, the following provisions shall govern:

(1) The Landlord of the Rental Unit shall be liable to any Tenant who was displaced from the Property by that action for treble damages. Any action by a Tenant pursuant to this paragraph shall be brought within three years of the withdrawal of the Rental Unit from Rent or lease. However, nothing in this paragraph precludes a Tenant from pursuing any alternative remedy available under the law.

(2) The Town Manager may institute a civil proceeding against any Landlord who has re-offered a Rental Unit for Rent or lease subject to this subsection, for exemplary damages for displacement of Tenants. Any action pursuant to this paragraph shall be brought within three years of the withdrawal of the Rental Unit from Rent or lease.

(3) Any Landlord who offers a Rental Unit again for Rent or lease shall first offer the unit for Rent or lease to the Tenant displaced from that unit by the withdrawal pursuant to this Chapter, if the Tenant has advised the Landlord in writing, within 30 days of the displacement, of the Tenant's desire to consider an offer to renew the tenancy and has furnished the Landlord with an address to which that offer is to be directed. That Tenant or former Tenant may advise the Landlord at any time during the eligibility of a change of address to which an offer is to be directed.

If the Landlord re-offers the Rental Unit for Rent or lease pursuant to this subsection, and the Tenant has advised the Landlord pursuant to this subsection of a desire to consider an offer to renew the tenancy, then the Landlord shall offer to reinstate a Rental Agreement or lease on terms permitted by law to that displaced Tenant.

This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced Tenant at the address furnished to the Landlord as provided in this subsection, and shall describe the terms of the offer. The displaced Tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(B) Re-Rental of Units within Five Years

(1) For all tenancies commenced during the time periods described below, the Rental Unit shall be offered and rented or leased at the lawful Rent in effect at the time any notice of intent to withdraw the Rental Unit is filed with the Town Manager, plus annual adjustments available under section 5.55.080 of this Code.

(2) The provisions of paragraph (1) shall apply to all tenancies commenced during either of the following time periods:

(a) The five-year period after any notice of intent to withdraw the Rental Unit is filed with the Town Manager, whether or not the notice of intent is rescinded or the withdrawal of the Rental Unit is completed pursuant to the notice of intent.

(b) The five-year period after the Rental Unit is withdrawn.

(3) This subsection shall prevail over any conflicting provision of law authorizing the Landlord to establish the rental rate upon the initial hiring of the Rental Unit.

(C) Re-Rental of Rental Units Within Five Years A Landlord who offers a Rental Unit again for Rent or lease within 5 years from the date on which it is withdrawn, and which is subject to this subsection, shall first offer the unit to the Tenant displaced from the unit by the withdrawal, if that Tenant requests the offer in writing within 30 days after the Landlord has notified the Town of an intention to offer the Rental Unit again for residential Rent or lease. The Landlord of the Rental Unit shall be liable to any Tenant who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract Rent for six months, and the payment of which shall not be construed to extinguish the Landlord's obligation to comply with this subsection.

(D) Demolition Restrictions. If the Rental Unit(s) are demolished, and new Rental Unit(s) are constructed on the same property, and offered for Rent or lease within four years of the date the Rental Unit(s) were withdrawn from Rent or lease, the newly constructed Rental Unit(s) shall be subject to the system of regulation established in section 5.55.080 at which they would be offered on the basis of a fair and reasonable

return on the newly constructed Rental Unit, notwithstanding any exemption from the system of regulations for newly constructed Rental Unit.

(E) Applicability to Successors in Interest. This section shall apply to all successors in interest of a Landlord who has withdrawn Rental Units from Rent or lease. The Town Manager shall record a notice with the county recorder which shall specifically describe the real property where the Rental Unit is located, the dates applicable to the constraints and the name of the Landlord of record of the real property. The notice shall be indexed in the grantor-grantee index.

(F) A person who acquires title to the real property subsequent to the date upon which the Rental Unit thereon have been withdrawn from Rent or lease, as a bona fide purchaser for value, shall not be a successor in interest for the purposes of this Chapter if the notice prescribed by this section has not been recorded with the county recorder at least one day before the transfer of title.

(G) Notice of Withdrawal. A Landlord who seeks to demolish or withdraw a Rental Unit from the rental market under section 5.54.030(C)(7) must provide the Town Manager with a notice, that states, under penalty of perjury:

(1) The number of Rental Units withdrawn;

(2) The address or location of those Rental Units;

(3) The name or names of the Tenants of the Rental Units; and

(4) The lawful Rent applicable to each Rental Unit.

(H) The name or names of the Tenants, the Rent applicable to any residential Rental Unit, and the total number of Rental Units, is confidential information and for purposes of this Chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code).

(I) The Landlord must record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the Town Manager, and will require a certification with that notice that actions have been initiated as required by law to terminate any existing tenancies.

(J) The Landlord must notify the Town Manager in writing of the intention to re-offer the Rental Unit for Rent or lease.

(K) The date on which the Rental Unit is withdrawn from Rent or lease for purposes of this Chapter is 120 days from the delivery in person or by first-class mail of the notice of withdrawal to the Town Manager. However, if the Tenant is at least 62

years of age or Disabled, and has lived in their Rental Unit for at least one year prior to the date of delivery of the notice of intent to withdraw, then the date of withdrawal of the Rental Unit of that Tenant shall be extended to one year after the date of delivery of that notice, provided that the Tenant gives written notice of their entitlement to an extension to the Landlord within 60 days of the date of delivery of the notice of intent to withdraw.

(L) Extension of Tenancy for Elderly or Disabled Tenants. If a Tenant notifies a Landlord in writing within 60 days of the Town Manager receiving the notice of intent to withdraw the Rental Unit, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Town Manager of the notice of intent to withdraw, subject to any adjustments otherwise available under this Chapter.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The Landlord may elect to extend the tenancy on any other Rental Unit within the rental Property up to one year after date of delivery of the notice of intent to withdraw, subject to paragraphs (1) and (2) of this subsection.

(4) Within 30 days of the notification by the Tenant to the Landlord of their entitlement to an extension, the Landlord shall give written notice to the Town Manager of the claim that the Tenant is entitled to stay in their Rental Unit for one year after date of delivery of the notice of intent to withdraw.

(5) Within 90 days of date of delivery to the Town Manager of the notice of intent to withdraw, the Landlord shall give written notice of the Landlord's election to extend a tenancy under paragraph (3) and the revised date of withdrawal to the Town Manager and any Tenant whose tenancy is extended.

(6) The date of withdrawal for the Rental Unit as a whole, for purposes of calculating any time-periods in this Chapter, shall be the latest termination date among all Tenants within the Rental Unit, as stated in the notices required by paragraphs (4) and (5). A Landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (4) and (5) shall not extend the date of withdrawal.

(M) The Landlord must notify any Tenant displaced pursuant to subsection 5.54.030(C)(7) of the following:

(1) That the Town Manager has been notified pursuant to subsection 5.54.060(G).

(2) That the notice to the Town Manager specified the name and the amount of Rent paid by the Tenant as an occupant of the Rental Unit.

(3) The amount of Rent the Landlord specified in the notice.

(4) Notice to the Tenant of their rights under this subsection.

(5) Notice to the Tenant of the following:

(a) If the Tenant is at least 62 years of age or Disabled, and has lived in their Rental Unit for at least one year prior to the date of delivery to the Town Manager of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the Town Manager of the notice of intent to withdraw, provided that the Tenant gives written notice of their entitlement to the Landlord within 60 days of date of delivery to the Town Manager of the notice of intent to withdraw.

(b) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the Town Manager of the notice of intent to withdraw, subject to any adjustments otherwise available under section 5.55.080 of this Code.

(c) No party shall be relieved of the duty to perform any obligation under the lease or Rental Agreement during the extended tenancy.

(N) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Town Manager, and thereafter not later than December 31 of each calendar year for a period of two years, beginning with the year in which the six-month notice is given, the Landlord of any Property which contains or formerly contained one or more Rental Units which a Tenant or Tenants vacated pursuant to section 5.54.030(C)(7) shall notify the Town Manager, in writing, under penalty of perjury, for each such Rental Unit:

(1) Whether the Rental Unit has been demolished;

(2) If the Rental Unit has not been demolished, whether it is in use;

(3) If the Rental Unit is in use, whether that use is residential;

(4) If the Rental Unit is in residential use, the date the tenancy began, the name of the Tenant(s), and the amount of Rent charged.

(O) If a Rental Unit has been demolished, and one or more new units constructed on the lot, the Landlord shall furnish the information required by items (M)(2), (3) and (4), above, for each new unit. The Town Manager shall maintain a record of the notices received under this section and all notices received under this section for each Rental Unit withdrawn from the rental market pursuant to section 5.54.030(C)(7).

(P) The Town Manager shall notify each person who is reported as having become a Tenant in a vacated or new Rental Unit subject to the reporting requirements of subsection 5.54.060(N) that it maintains the records described in subsection 5.54.060(M), and that the Rent of the Rental Unit may be restricted pursuant to this Chapter.

(Q) The Town Manager shall maintain a register of all Rental Units withdrawn from Rent or lease under section 5.54.030(C)(7) and the Rent applicable to each unit at the time of withdrawal. The Town Manager shall inform Tenants displaced from units withdrawn from Rent or lease at the address provided by the Tenant, when the Landlord notifies the Town Manager that the Rental Unit or replacement unit will again be offered for Rent or lease within two years of the date of withdrawal.

(R) The Town Manager may investigate whether a Rental Unit that was withdrawn from Rent or lease has been again offered for Rent or lease, and whether the Landlord has complied with the provisions of this section.

5.54.070 REMEDIES.

Affirmative Defense. A Landlord's failure to comply with this Chapter, including but not limited to the identification of an applicable cause for termination described in section 5.54.030 and delivery of a completed notice of termination in accordance with the same, shall be an affirmative defense to an unlawful detainer action by Landlord.

(B) Civil Liability. Whenever a Landlord attempts to prevent a Tenant from acquiring any rights under this Chapter, retaliates against a Tenant for the exercise of any rights under this Chapter, or engages in activities prohibited under this Chapter, the Tenant may institute a civil proceeding for money damages or injunctive relief, or both. This section creates a private right of action to enforce all terms, rights, and obligations under this Chapter. Whoever is found to have violated this Chapter shall be subject to appropriate injunctive relief and shall be liable for damages, costs, and reasonable attorneys' fees, and whatever other relief the court deems appropriate. In the case of an award of damages, said award may be trebled if the trier of fact finds that the Landlord acted in knowing violation, reckless disregard, or otherwise willfully failed to comply with this Chapter. The court may award the defendant attorney's fees and costs as the prevailing party in cases where plaintiff's claim is deemed unreasonable, frivolous, meritless, or vexatious.

(C) Civil Actions to Determine Liability. Any Tenant may bring a civil action to determine the applicability of this Chapter to the tenancy.

(D) Other Private Rights of Action. Nothing herein shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-tenant third party for the damage done to said Landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action."

SECTION 3. Compliance with CEQA. The Town Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of the Ordinance may have a significant effect on the environment, in that this ordinance applies residential tenant protection to existing residential units in the Town of Fairfax, which is solely an administrative process resulting in no physical changes to the environment. Accordingly, this ordinance contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The Town Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Implementation Date. The provisions of the Chapter shall not be implemented by the Town of Fairfax until such time as sufficient agreements for implementation support, including, but not limited to, staffing, hearings, software and outreach, have been approved by the Town Council. Upon approval of said support agreements, the Town Council will set an implementation date by resolution.

SECTION 6. Effective Date and Posting. This Ordinance shall be effective 30 days following its adoption by the Town Council. Copies of this Ordinance shall, within fifteen days after its passage and adoption, be posted in three public places in the Town of Fairfax, to wit: 1. Bulletin Board, Town Hall Offices; Bulletin Board, Fairfax Post Office; and 3. Bulletin Board, Fairfax Women's Club.

The foregoing Ordinance was introduced at a special meeting of the Town Council on the 11th day of October, 2022, and duly adopted at the next regular meeting of the Town Council on the 2nd day of November, 2022, by the following vote, to wit:

AYES: ACKERMAN, CUTRANO, GODDARD, HELLMAN
NOES: COLER
ABSENT: None
ABSTAIN: None

/s/

Stephanie Hellman, Mayor

/s/ 11-04-22

Attest: _____ _____

Michele Gardner, Town Clerk Date

ORDINANCE NO. 925

AN ORDINANCE OF THE CITY OF BELL GARDENS CALIFORNIA ADDING CHAPTER 5.62 "RENT STABILIZATION" AND CHAPTER 5.63 "TENANT EVICTION PROTECTIONS" TO TITLE 5 OF THE BELL GARDENS MUNICIPAL CODE RESTRICTING RENT INCREASES AND ESTABLISHING EVICTION PROTECTIONS AND OTHER REGULATIONS APPLICABLE TO CERTAIN COVERED RESIDENTIAL RENTAL UNITS IN THE CITY

WHEREAS, the City of Bell Gardens ("City") is a general law city, incorporated under the laws of the State of California; and

WHEREAS, pursuant to its police power, the City may enact and enforce laws within its boundaries which promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws; and

WHEREAS, in response to community concern about rising rents and the need for greater tenant protections, at the City Council meeting of April 8, 2019, the City Council of the City of Bell Gardens ("City Council") formed an Ad Hoc Committee ("Committee") to study the issue of rent control, engage in community outreach and consider the potential development of a rent stabilization and tenant eviction protection ordinance; and

WHEREAS, on January 1, 2020, the California Tenant Protection Act of 2019 (the "Act") went into effect. Among other provisions, the Act requires just cause evictions and limits rent increases for rental properties subject to the Act to five percent plus the percentage change in the consumer price index up to a maximum of 10% (Civil Code Section 1947.12); and

WHEREAS, as of March of 2020, to mitigate the impact of the Coronavirus 2019 ("COVID-19") pandemic the State of California Legislature and County of Los Angeles Board of Supervisors implemented urgency measures to protect tenants from evictions and limit rent increases on residential properties. Because of these temporary measures, the City paused its efforts to consider a local rent control program within the City.

WHEREAS, on February 22, 2021, at the regular City Council meeting, City Council appointed additional members to the Committee and directed staff to resume its directive to explore a permanent rent control program.

WHEREAS, between June of 2021 and March of 2022 the Committee met on several occasions to explore and discuss the issue. The Committee also held two community workshops on January 13, 2022, and March 12, 2022; and

WHEREAS, on April 11, 2022, City staff provided an update to the City Council on the Committee's efforts and the City Council directed staff to prepare a rent stabilization and tenant eviction protection ordinance with input from the Committee for future consideration by the City Council; and

WHEREAS, on April 25, 2022, the City Council adopted Urgency Ordinance No. 922-U to temporarily restrict rent increases for certain residential properties while the City further considers and develops a rent stabilization and tenant eviction protection ordinance; and

WHEREAS, on July 11, 2022, the City Council adopted Urgency Ordinance No. 924-U extending the temporary rent freeze for covered units to allow more time to gather input from key stakeholders and finalize a permanent rent stabilization and tenant eviction protection ordinance for City Council consideration; and

WHEREAS, rents in the City and throughout Los Angeles County continue to rise, and although the City has lower rents relative to surrounding communities, many local residents, particularly low-income households, struggle with paying for rising housing costs and meeting other basic needs such as food, transportation and health care; and

WHEREAS, in the City of Bell Gardens, 77.8% of households are renters and approximately 88% of renter households fall within the low, very low, or extremely low income category, according to the City's Housing Element 2021-2029 ("Housing Element"). The Housing Element also indicates that 62% of renter-occupied households

in the City are cost burdened, paying more than 30% of gross income on housing; and 31% are severely cost burdened, paying more than half of gross income on housing; and

WHEREAS, the effect of high rents coupled with low incomes, critical shortages of affordable rental housing, and rapidly rising costs for other basic necessities leaves residents vulnerable to economic hardship, housing insecurity and displacement, threatening the public health, safety and welfare of a substantial number of City residents; and

WHEREAS, the Costa-Hawkins Rental Housing Act, California Civil Code section 1954.50, et seq., ("Costa-Hawkins Act") limits the applicability of local rent stabilization policies, including prohibiting local jurisdictions from applying rent control to certain residential rental properties. This Ordinance intends to comply with the Costa-Hawkins Act and all other applicable state laws; and

WHEREAS, the protections provided in this Ordinance are more restrictive, or provide greater benefits than those set forth in California Civil Code section 1946.2 in that this Ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL GARDENS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings. The Recitals above are true and correct and incorporated herein by reference.

SECTION 2. Chapter 5.62 of Title 5 of the Bell Gardens Municipal Code is hereby added to read as follows:

Chapter 5.62

RENT STABILIZATION

Sections:

5.62.010 Purpose and Applicability
5.62.020 Definitions
5.62.030 Exemptions
5.62.040 Permitted Rent Increases for Covered Rental Units
5.62.050 Permitted Rent Increases for Below Market Rents
5.62.060 Capital Improvement Pass-Through Cost Recovery
5.62.070 Petition for Rent Adjustment
5.62.080 Security Deposits
5.62.090 Rental Unit Registration
5.62.100 Notices to Tenants
5.62.110 Enforcement
5.62.120 Administrative Review and Appeals
5.62.130 Administrative Citations
5.62.140 Remedies
5.62.150 Waiver
5.62.160 Severability

5.62.010. Purpose and Applicability.

A. The purposes of this Chapter are to protect tenants from excessive rent increases and to promote long-term stability and certainty for tenants in the rental market while providing landlords an ability to receive a fair return on their rental property.

B. This Chapter shall apply to all Rental Units within the jurisdictional boundaries of the City, unless otherwise exempted by State law or the provisions of this Chapter.

C. This Chapter regulates rents for certain tenancies. It requires landlords to register rental units, establishes an administrative petition process, and provides for procedures and guidelines for the implementation of this Chapter.

5.62.020. Definitions. For the purposes of this Chapter, unless the context requires otherwise, the following definitions shall apply:

A. "**Base Rent**" means the Rent charged for a Rental Unit in effect on April 11, 2022, when the City Council declared its intent to regulate rent for residential properties in the City, or at the initiation of the Tenancy, whichever is later, plus any rent increase allowed thereafter pursuant to this Chapter.

B. "**Capital Improvement**" means the addition, substantial repair or replacement of any improvements to dwelling units, buildings, or common areas, which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to new uses, provided such improvement has a useful life expectancy of more than one (1) year and which is the same type of improvement as those allowed to be amortized over the useful life of the improvement in accordance with the Internal Revenue Code and its regulations or similar improvements as determined by the Department. Capital Improvement does not include normal or routine maintenance or repair or repairs covered by insurance.

C. "**City**" means the City of Bell Gardens.

D. **"Code"** means the City of Bell Gardens Municipal Code.

E. **"Comparable Unit"** means Rental Units that have approximately the same living space and the same or similar number of bedrooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services.

F. "**Consumer Price Index**" or "**CPI**" means the Consumer Price Index for all urban consumers of the Los Angeles-Long Beach-Anaheim, California area, published by the U.S. Department of Labor, Bureau of Labor Statistics, or any successor designation of that index that may later be adopted by the U.S. Department of Labor.

G. "**Covered Rental Unit**" means any Rental Unit that is not designated as exempt pursuant to Section 5.62.030 of this Chapter.

H. "**Department**" means the Community Development Department of the City of Bell Gardens, or other Department designated by the City Council to administer the provisions of this Chapter.

I. "**Director**" means the Director of Community Development of the City of Bell Gardens, or their designee.

J. "**Hearing Officer**" means the person designated by the City Manager or designee to conduct a review hearing and decide petitions and appeals under this Chapter.

K. "**Housing Services**" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building or residential complex in which a Rental Unit is contained.

L. "**Landlord**" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing. "Landlord" includes a Mobilehome Park and its agent, representative, or successor.

M. "**Mobilehome**" means any mobilehome as defined under California Civil Code Section 798.3.

N. "**Mobilehome Park**" means an area of land located where two or more Mobilehome spaces are rented or leased out for Mobilehomes used as residences.

O. "**Rent**" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including Tenant's access to and use of Housing Services. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. Rent does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to this Chapter.

P. "**Rental Agreement**" means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related Housing Services.

Q. "**Rental Unit**" means any dwelling unit, as defined under California Civil Code section 1940 subsection (c) located in the jurisdictional boundaries of the City of Bell Gardens and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including Mobilehomes rented by the owner of the Mobilehome, and accessory dwelling units. "Rental Unit" also means a Mobilehome Park space located in the jurisdictional boundaries of the City of Bell Gardens.

R. "**Residential Real Property**" includes any parcel of land containing one or more dwelling units intended for human habitation.

S. "**Service Reduction**" means any decrease or diminution in the level of Housing Services provided by the Landlord on or after the effective date of this Chapter, including but not limited to, services the Landlord is required to provide pursuant to:

1. California Civil Code section 1941 et. seq.;
2. The Landlord's implied warranty of habitability, which cannot be contractually excluded or waived;
3. A Rental Agreement between the Landlord and the Tenant; and
4. The level of service as implied by the condition of improvements, fixtures, and equipment, and their availability for use by the Landlord at the time of execution of the Rental Agreement with the Landlord.

T. "**Tenancy**" means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

U. "**Tenant**" means a tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

5.62.030. Exemptions.

A. This Chapter shall not apply to any Rental Unit expressly exempt pursuant to any provision of State or federal law, with the exception of the requirements of Section 5.62.090.

B. The following are specifically exempt from the provisions of this Chapter:

1. Any dwelling unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995.
2. Any dwelling unit that is alienable separate from the title to any other dwelling unit, including single family residences, condominiums and townhomes, but excluding Mobilehomes offered for rent by the owner of the Mobilehome, or is a subdivided interest in a subdivision, as specified in California Business and Professions Code Section 11004.5 (b), (d) or (f).
3. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low or moderate income, as defined in Health and Safety Code section 50093, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low or moderate income, as defined in Health and Safety Code section 50093 or comparable federal statutes, but excluding any dwelling unit for which a Landlord receives federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937 line 9 (42 U.S.C. Sec. 1437f).
4. Owner-occupied residential real property containing no more than three (3) rental units in which the owner occupied one of the units as the owner's principal place of residence since the beginning of the tenancy, so long as the owner continues in occupancy. For purposes of this subsection:
    a. The term "owner" means a natural person who owns at least a 25% ownership interest in the residential real property.
    b. An exemption under this subsection shall expire by operation of law when the owner ceases to reside on the property as their principal place of residence.

5. Accommodations in hotels, motels, inns, tourist homes and boarding houses, and rooming houses, or other facilities, for which the City has received or is entitled to receive payment of transient occupancy tax pursuant to Chapter 3.24 of the Code (Transient Occupancy Tax) and California Civil Code section 1940 subdivision (b).
6. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly (as defined in Health and Safety Code Section 159.2), or any other facility licensed by the State to provide medical care for residents.

C. Exemptions are not automatic but shall be granted by the Department upon application by the Landlord as set forth in Section 5.62.090.

5.62.040. Permitted Rent Increases for Covered Rental Units.

A. A Landlord shall not increase the Rent for a Covered Rental Unit by more than fifty percent (50%) of the change in CPI, or four percent (4%), whichever is *lower*. For purposes of this Section, "change in CPI" means the percentage change in the Consumer Price Index over the previous 12-month period ending in April of each year.

B. A Landlord shall not impose more than one (1) Rent increase for a Covered Rental Unit in any 12-month period, calculated from the date the Rent increase takes effect, unless otherwise permitted pursuant to this Chapter.

C. Commencing ten (10) days after the effective date of this Chapter and no later than September 30 of each subsequent year, the Department shall announce the maximum allowable annual Rent increase effective as of November 1 of that year, in accordance with the Department's procedures and guidelines.

D. A Landlord may impose an annual Rent increase for any Covered Rental Unit, as allowed in this Section, only after providing at least thirty (30) days written notice to the Tenant of the Rent increase pursuant to California Civil Code section 827.

E. A Landlord may impose an annual Rent increase only upon registering the Rental Unit with the City and paying any required annual registration fees pursuant to

Section 5.62.090, and maintaining compliance with State and local laws and requirements.

F. A Landlord who does not impose an annual Rent increase or a portion of the permitted annual Rent increase waives that annual Rent increase or the remaining portion of that permitted annual Rent increase for the remainder of the Tenancy. A Landlord shall not bank any waived or unused permitted annual Rent increases for use in future years.

G. This Chapter does not supersede a Landlord's right to set the initial Rent for new tenancies under State law.

H. A Tenant of a Covered Rental Unit subject to this Section shall not enter into a sublease that results in a total Rent for the Rental Unit that exceeds the allowable Rent authorized by this Section. Nothing in this Section authorizes a Tenant to sublet or assign the Tenant's interest where otherwise prohibited

I. A Tenant may refuse to pay a Rent increase which is in violation of this Chapter. Such refusal to pay the unallowed increased amount in excess of permitted Rent charges shall be an affirmative defense in any action brought to recover possession of a Rental Unit or to collect the Rent increase owed.

5.62.050. Permitted Rent Increases for Below Fair Market Rent.

A. If the Landlord of a residential real property charges an existing Tenant Rent for a Covered Rental Unit that is less than 80% of Fair Market Rent for a Comparable Unit, upon approval of the Department, a Landlord may increase the Rent, in addition to the annual Rent increase allowed under Section 5.62.040, by an amount not to exceed three percent (3%) subject to the following:

1. The Department shall only approve adjustments to Rent increases under this subsection until the Rent equals or exceeds 80% of Fair Market Rent for a Comparable Unit.
2. The U.S. Department of Housing and Urban Development's Office of Policy Development and Research's (HUD PD&R) then most recently published Small Area Fair Market Rents (SAFMRs) calculated for the

Bell Gardens Zip Code shall be used for determining Fair Market Rent. In the event HUD PD&R ceases publishing such Small Area Fair Market Rent, the City Council, by resolution, may identify an alternative source of Fair Market Rent.

3. The Landlord files an application with the Department to request approval for a permitted below market rent increase in accordance with the Department's procedures and guidelines.
4. A Landlord may not increase the Rent under this Section until the Department approves the Landlord's application and the Landlord registers each affected Rental Unit pursuant to Section 5.62.090. Only one additional Rent increase may be approved in any 12-month period.
5. The Landlord shall provide Tenants with written notice of the Rent increase authorized by the Department.
6. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.

5.62.060. Capital Improvements Pass-Through Cost Recovery.

A. A Landlord may pass-through 50% of Capital Improvement costs to existing Tenants in Covered Rental Units in accordance with the provision of this Section.

B. Capital Improvements must be for the primary benefit, use and enjoyment of Tenants, cost-factored, and amortized over a useful life of at least five (5) years, and permanently fixed in place or relatively immobile and appropriate to the use of the rental property.

C. Capital Improvements eligible for pass-through cost recovery include, but are not limited to:

1. The addition, but not the replacement, of the following improvements to a Rental Unit or common areas of the building in which the Rental Unit is located: air conditioning, security gates and other security items, swimming pool, sauna or hot tub, fencing, children's play equipment permanently

installed on the premises, and other similar improvements as determined by the Department.

2. Replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit pursuant to State or local law.
3. Abatement of hazardous materials, such as lead-based paint, mold or asbestos, in accordance with applicable federal, State, and local laws.

D. Capital Improvements cannot include regular maintenance or repairs from wear and tear, or be the result of a Landlord's failure to perform regular maintenance and repairs, or repairs covered by insurance.

E. Application Process.

1. A Landlord must apply to the Department for recovery of Capital Improvement costs, on a form approved by the Department, within one hundred eighty (180) days of completion of the Capital Improvement.
2. The pass-through application must contain the following information, and be accompanied by copies of relevant supporting documentation:
   a. A description of the completed Capital Improvement;
   b. A copy of all estimates, contracts, bills, invoices, and other documentation reasonably necessary to establish the cost of the Capital Improvement;
   c. The proposed amortization period to be used based on the Department's procedures and guidelines, if the period differs from 60 months;
   d. A list of Tenants that will be affected by or benefit from the Capital Improvement;
   e. The formula used to calculate the pro rata share of each Tenant;
   f. The monthly cost to each affected or benefiting Tenant;
   g. The commencement and completion dates of the Capital Improvement; and
   h. Such other information as the Department may reasonably request.

3. Within five (5) calendar days after submission of the application with the Department, the Landlord shall serve each affected Tenant with notice of the application via personal service or certified mail return receipt requested. The notice must include a copy of the application.
4. Within ten (10) calendar days after submission of the application, the Landlord shall file with the Department a proof of service signed under penalty of perjury stating that a copy of the application was served upon the affected Tenant. Such proof of notice is required before the application will be reviewed by the Department.

F. Landlord may not pass-through costs of Capital Improvements to Tenants until the Department approves the Landlord's application and the Landlord registers each affected Rental Unit pursuant to Section 5.62.090.

G. No pass-through cost-recovery shall be approved in an amount that would exceed five percent (5%) of the Rent in effect at the time the pass-through application is filed with the Department. If the total amount of calculated pass-through costs would result in an increase that exceeds five percent (5%), the pass-through cost amortization period may be extended beyond the established amortization period to allow the Landlord to recover eligible Capital Improvement costs while not exceeding the maximum increase authorized by this subsection.

H. A Landlord shall provide written notice of an approved pass-through cost to Tenants in accordance with California Civil Code section 827 and the notice shall be delivered at least thirty (30) days before the approved pass-through cost takes effect.

I. The approved pass-through cost should appear as a separate line item on a Rent statement along with the end date of the amortization period and any remaining pass-through balance. An approved pass-through cost is not considered Rent for purposes of this Chapter.

J. Pass-through cost recovery applications will be considered and determined by the Director in accordance with guidelines and procedures established by the

Department; and the Director's determination may be appealed to a Hearing Officer in accordance with the procedures set forth in Section 5.62.120.

5.62.070. Petition for Rent Adjustment.

A. Landlord's Application for Rent Increase. A Landlord may file an application with the Department to request an increase in Rent for a Covered Rental Unit in excess of that which is permitted under Sections 5.52.040 and 5.62.050 to in good faith ensure a fair and reasonable return on the Landlord's investment.

1. Presumption. It shall be a rebuttable presumption that the annual net operating income earned by a Landlord, and Rent increases allowed under Sections 5.62.040 and 5.62.050, provide the Landlord with a fair and reasonable return on their investment. A Landlord shall have the burden to prove the necessity of any additional Rent increase necessary to earn a fair and reasonable return.
2. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.
3. Approval of the Landlord's application for Rent increase may become effective only after all of the following:
    a. A Landlord has provided written notice to the Tenant of the approved Rent increase for the Covered Rental Unit in accordance with California Civil Code section 827; and
    b. A Landlord has registered each Rental Unit in the rental property, and is current on payment of registration fees, pursuant to Section 5.62.090.
4. Review and Approval of Application for Rent Increase.
    a. The Department shall consider the following factors, as well as any other relevant factors, in reviewing the application and making its determination, and no one (1) factor shall be determinative.
        i. Changes in the CPI.

ii. The rental history of the affected Covered Rental Unit(s) and the rental property, including the Base Rent and pattern of past Rent increases or decreases;

iii. The Landlord's income and expenses as they relate to the rental property.

iv. Increases or decreases in property taxes.

v. The history or any prior hearings or determinations on an application for Rent increase by Landlord.

vi. The addition of Capital Improvements on the rental property.

vii. The physical condition of the affected Covered Rental Unit(s) and building, including the quantity and quality of maintenance and repairs performed during the preceding twelve (12) months, as well as the long-term patterns of operating, maintenance, and Capital Improvement expenditures.

viii. The need for repairs caused by circumstances other than ordinary wear and tear.

ix. Any increase or decrease of Housing Services since the last Rent increase.

x. Any existing Rental Agreement lawfully entered into between the Landlord and the Tenant.

xi. A decrease in net operating income.

xii. A fair and reasonable return on the building prorated among the Rental Units in the building.

xiii. If Landlord received Rent in violation of this Chapter or has otherwise failed to comply with this Chapter.

b. The Director may approve or deny an application for Rent increase beyond that which is permitted under Section 5.62.040 and 5.62.050 and make the following determinations, with written findings in support thereof, in compliance the provisions of this Chapter:

i. The Department determines the Rent increase in the amount requested by Landlord is necessary and appropriate to ensure the Landlord receives a fair and reasonable return on the Landlord's investment, and will not cause an undue financial burden on the affected Tenant.

ii. The Department determines a lesser Rent increase than the amount requested by Landlord more appropriately ensures a fair and reasonable return on the Landlord's investment and will not cause an undue financial burden on the affected Tenant.

iii. The Department determines no additional Rent increase is necessary and appropriate to ensure the Landlord receives a fair and reasonable return on the Landlord's investment.

c. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.

5. Notices Upon Filing Application for Rent Increase. Within five (5) calendar days after submission of an application for Rent increase with the Department, the Landlord, at their own expense, shall provide written notice of said application to each affected Tenant via personal service or certified mail return receipt requested.

B. Tenant Application for Adjustment. A Tenant of a Covered Rental Unit may file an application for Rent adjustment with the Department for its determination in order to in good faith ensure the Tenant receives any adjustment they may be entitled to because of a Landlord's potential violation(s) of this Chapter. A Tenant must file such application for Rent adjustment within one hundred eighty (180) days from the date the Tenant knew, or reasonably should have known, of the Landlord's potential violation(s).

1. Unlawful Rent and/or Fees or Charges. A Tenant may file an application for adjustment with the Department due to a Landlord's demand for Rent, fees,

or charges that may be in excess of that permitted for a Covered Rental Unit.

2. Failure to Maintain Habitable Premises. A Tenant may file an application for adjustment with the Department to request a refund of, or decrease in, Rent proportional to a Landlord's potential failure to maintain the Covered Rental Unit as a habitable premise in accordance with applicable laws or the Rental Agreement.
    a. A Landlord shall not be liable to a Tenant for failure to maintain habitable premises if the Tenant caused the condition that is the subject of the application.
3. Decrease in Housing Services. A Tenant may file an application for adjustment with the Department for a Service Reduction in Housing Services, without a corresponding reduction in Rent, which may be considered an increase in excess of permitted Rent.
4. Prior to filing an application for adjustment with the Department, a Tenant shall provide the Landlord all of the following:
    a. Written notice identifying the potential violation(s) of excess Rent, fees or charges, failure to maintain habitable premises and/or decrease in housing services; and
    b. A reasonable opportunity for the Landlord to correct the issues.
5. Review and Determination of Application for Adjustment. The Department shall consider the following factors, as well as any other relevant factors, in making its determination and no one (1) factor shall be determinative.
    a. Increases or decreases in Rent or Housing Services since the effective date of this Chapter,
    b. The pattern of recent Rent or Housing Service increases or decreases.
    c. Whether the Landlord has received payment in excess of the maximum allowable Rent, fees, or charges permitted by this Chapter or has otherwise failed to comply with this Chapter.

d. When and how the Service Reduction was first identified by the Tenant and when and how the Landlord was notified of the alleged Service Reduction, orally, or in writing, and Landlord's response to such notice and whether Housing Services were reinstated or restored by the Landlord, and if so, when and how.

e. Whether any habitability violations stated by the Tenant in the application was improved or corrected, and if so, when and how.

f. The status of the habitability issues as of the date the application is signed.

6. Notice upon Filing Application for Adjustment. Within five (5) calendar days after submission of an application for adjustment with the Department, the Tenant shall provide written notice of said application to the Landlord via personal service or certified mail return receipt requested.

C. Application Submittal to Department for Rent Increase or Adjustment. Upon receipt of an application, the Department shall review and evaluate whether there should be a Rent increase or adjustment in accordance with this Section and the Department's procedures and guidelines.

1. The application shall be on a form approved by the Department, signed under penalty of perjury, and must be accompanied by an application fee, if any, and must include the following:

a. The specific Rent increase or adjustment requested; and

b. Copies of any books, records, papers, or other financial information relevant to the review of the application; and

c. Other documentation reasonably required by the Department relevant to the application.

2. Application Fees. The Department may set a reasonable application fee to be paid by the applicant at the time of the filing based on the administrative expenses incurred in reviewing and processing the application.

3. The Department shall have the authority to deem an application complete.

D. Right of Assistance. All parties to an application for Rent adjustment may seek assistance from attorneys or any other person designated by said parties.

E. Consolidation. Applications for Rent adjustment pertaining to Tenants in the same building or rental property may be consolidated for determination at the election of the Department.

5.62.080. Security Deposit.

A. Unless otherwise prohibited by State law or the terms of a written rental agreement, a Landlord may increase a Tenant's security deposit for a Covered Rental Unit at the same time the Landlord seeks to increase the Rent under sections 5.62.040. Any increase in the security deposit shall be clearly stated in the written notice of the annual rent increase and shall not exceed the maximum amount authorized by State law.

B. As used in this Section, security deposit means any "security" as defined in California Civil Code section 1950.5.

5.62.090. Rental Unit Registration.

A. On or before September 30, 2023, and on or before September 30 of each subsequent year, a Landlord must register with the Department each Rental Unit that is rented or available for Rent for a term exceeding thirty (30) consecutive days by filing a rental registration in a form approved by the Department. After initial Rental Unit registration, a Landlord shall notify the Department and update the rental registration within thirty (30) days of the start of a new tenancy or any subsequent change in tenancy or ownership.

B. Registration must include, but is not limited to, the following information:

1. Property information, including address, year built and certificate of occupancy date.
2. Rent for each Rental Unit in the rental property at the time of registration and the date and amount of the last Rent increase.
3. Ownership information for the rental property.

4. The number of total Rental Units in the rental property.
5. The number of bedrooms and bathrooms for each Rental Unit
6. Tenant information, including names and move-in dates.
7. A description of Housing Services.
8. Any additional information reasonably required by the Department to implement this Chapter.

C. Registration Fee. A Landlord must pay an annual registration fee for each Rental Unit registered on or after September 30, 2023. The registration fee shall be established by resolution of the City Council. Such fees are intended to recover the City's reasonable costs to implement, administer and enforce its rent stabilization and eviction protection regulations as set forth in Chapters 5.62 and Chapter 5.63 of the Code. The registration fee established by this subsection shall be waived for any Rental Unit in an owner-occupied residential real property containing no more than four (4) dwelling units in which the owner occupies one of the units as the owner's principal place of residence, so long as the owner continues in occupancy. For purposes of this subsection:

1. The term "owner" means a natural person who owns at least a 25% ownership interest in the residential real property.
2. A waiver under this subsection shall expire by operation of law when the owner ceases to reside on the property as their principal place of residence.

D. Registration Fee Pass-Through. A Landlord may recover fifty percent (50%) of a registration fee from the Tenant. A Landlord may only collect one annual registration fee pass-through cost at a time and must also meet the following requirements to pass-through this registration fee:

1. Timely and accurately submits an annual registration for each Rental Unit in the rental property;
2. Lists the registration fee pass-through cost as a separate line item on the monthly obligation(s) statement;
3. Provides Tenant with thirty (30) days' notice before collecting any registration fee pass-through cost; and

4. A Tenant's payment to the Landlord for the registration fee pass-through cost is paid in twelve (12) equal, monthly installments, unless otherwise agreed to by the Tenant.

E. Application for Rental Unit Exemption. Any person with an ownership interest in a Rental Unit may claim an exemption from this Chapter by filing with the Department an application of exemption on a form approved by the Department.

5.62.100. Notices to Tenants.

A. Mandatory Notices to Tenants. Landlords must provide to each Tenant, prior to, or at the time of agreeing to rent or lease a Covered Rental Unit, a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances.

1. When entering into a Rental Agreement, by including a copy of the form notice as an exhibit or attachment to the written Rental Agreement;
2. When renewing a Rental Agreement; and
3. When providing notice of a Rent increase or decrease in a Covered Rental Unit

B. Notice Regarding Potential Pass-Through Costs and Fees. A Landlord shall include language in the Rental Agreement that Tenant may be subject to pass-through costs and fees that have been reviewed and approved by the Department.

C. If the Rental Agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights in English and the language in which the Rental Agreement was negotiated or written.

5.62.110. Enforcement.

A. Enforcement Authority. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.

B. The Director of the Department, or designee, may develop and publish procedures and guidelines to aid in the implementation of this Chapter.

5.62.120. Administrative Review and Appeals.

A. Administrative Review.

1. The Department shall review and evaluate applications pursuant to this Chapter and issue a notice of decision in accordance with its procedures and guidelines.
2. The Department may request documents, interview witnesses and affected parties, and gather necessary evidence to review and make appropriate conclusions and findings.

B. Appeal. Any party dissatisfied by the Department's final decision pursuant to this Chapter may request an appeal of the Department's decision to a Hearing Officer, unless otherwise prohibited by this Chapter. The Department's administrative record shall be reviewable by the Hearing Officer.

C. Time Limit. A party must file an appeal in writing before the Department within thirty (30) of the Department's final decision. The Hearing Officer shall have no authority to consider matters not filed within thirty (30) days of the Department's final decision.

D. Filing of Appeals. An appeal shall be filed with the Department, on the prescribed form, along with any accompanying appeal fee, and shall state specifically whether the basis of the appeal is that:

1. The Department's determination or interpretation is not in accord with the purposes of this Chapter;
2. There was an error or abuse of discretion by the Department;
3. The administrative record includes inaccurate information; or
4. The Department's decision is not supported by the administrative record.

E. Procedures for Appeals.

1. Hearing Dates. A hearing on a request for appeal will be scheduled before a hearing officer for a date no sooner than fifteen (15) days and no later than sixty (60) days after receipt of the request for appeal, unless the hearing officer determines that good cause exists for an extension of time.

Upon setting the hearing date, the hearing officer shall send written notice to the appealing party of the date, time and place set for the hearing.

2. Public Hearing. The appeal hearing shall be conducted at a hearing open to the public. At the hearing, the Hearing Officer shall review the record of the decision and hear testimony of the party requesting the appeal, representatives of the Department, and any other interested party.
3. Application and Materials. At an appeal hearing, the Hearing Officer shall consider only the administrative record that was the subject of the Department's final decision.

F. Decision and Notice.

1. After the hearing, the Hearing Officer shall either:
   a. Affirm, modify, or reverse the Department's decision and specify the reasons for its decision; or
   b. Refer the matter back to the Department for further review.
2. Decisions shall be rendered within thirty (30) days of the close of the hearing. If the Hearing Officer fails to act within thirty (30) days of the close of the hearing, the Department's decision shall be deemed affirmed.

G. The Hearing Officer shall mail the Hearing Officer's decision to the parties within ten (10) days after it is rendered.

H. Final decision. The decision of the Hearing Officer shall be final and not subject to further appeal.

I. Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an administrative decision of a hearing officer pertaining to a request for appeal of a Director's decision under this Chapter, may seek judicial review in the Court pursuant to Government Code Section 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.

5.62.130. Administrative Citations.

A. Administrative Citation. Any Landlord or Tenant who violates any provision of this Chapter, or Department's procedures and guidelines, is subject to an

administrative fine as set in a schedule of fines adopted by resolution by the city council as provided in Chapter 1.16 of the Code.

B. Remedies are Cumulative. Each day that a violation continues shall constitute a separate and distinct offense for which an administrative fine may be imposed. The remedies set forth in this section are cumulative and in addition to any other penalty provided by law, including any remedies which may be sought in a civil action. The provisions of this Chapter shall not be construed as limiting any party's right to obtain relief to which he or she may be entitled at law or in equity.

C. Notices of Violation and Administrative Fine. If the Department determines that a Landlord or Tenant has violated this Chapter, the Department may issue notices of violation and administrative fine in accordance with the authority and procedures set forth in Chapter 1.16 of the Code.

D. Administrative Appeals and Judicial Review.

1. Administrative Appeal. Any Landlord or Tenant who receives a notice of administrative fine may request an administrative hearing before a hearing officer in accordance with Chapter 1.16 of the Code.
2. Judicial Review of Hearing Officer Decision. Any Landlord or Tenant may seek judicial review of a hearing officer's decision pertaining to the imposition of an administrative fine in accordance Chapter 1.16 of the Code.

5.62.140. Remedies.

A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant who will fairly and adequately represent the Tenant's interest, including the City, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this Chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.

B. Civil Penalty. Any person violating any of the provisions, or failing to comply with any of the requirements of this Chapter, may be liable for a civil penalty not to exceed One Thousand Dollars ($1,000) for each violation.

C. Criminal Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this Chapter, shall be guilty of a misdemeanor and punished by a fine of not more than One Thousand Dollars ($1,000), or by imprisonment in the county jail for a period of not more than six (6) months, or by both.

D. Defense to Eviction. A Tenant may assert as an affirmative defense a Landlord's failure to comply with the provisions of this Chapter in any action by a Landlord to recover possession of a Rental Unit.

E. Each violation of any provision of this Chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

F. The above remedies are not exclusive and do not preclude the City or any Tenant from seeking other remedies or penalties provided by applicable law.

5.62.150. Waiver. Any waiver of rights under this Chapter shall be void as contrary to public policy.

5.62.160. Severability. If any provision of this Chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Chapter are declared to be severable.

SECTION 3. Chapter 5.63 of Title 5 of the Bell Gardens Municipal Code is hereby added to read as follows:

Chapter 5.63

TENANT EVICTION PROTECTIONS

Sections:

5.63.010 Purpose and Applicability
5.63.020 Definitions
5.63.030 Termination of Tenancy
5.63.040 Relocation Assistance
5.63.050 Tenant Buyout Agreements
5.63.060 Retaliatory Eviction and Anti-Harassment
5.63.070 Notices to Tenants
5.63.080 Enforcement
5.63.090 Administrative Citations
5.63.100 Remedies
5.63.110 Waiver
5.63.120 Severability

5.63.010. Purpose and Applicability.

A. The purpose of this Chapter is to reasonably regulate just cause evictions so as to be more protective than Civil Code section 1946.2.
B. This Chapter shall apply to any Tenancy after at least one Tenant has continuously and lawfully occupied a Rental Unit for twelve (12) months or more.
C. This Chapter regulates evictions for certain tenancies. It requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this Chapter.

5.63.020. Definitions. For the purposes of this Chapter, unless the context requires otherwise, the following definitions shall apply.

A. "**Buyout Agreement**" means a written agreement between a Landlord and a Tenant as provided in Section 5.63.050 by which a Tenant, typically in consideration for monetary payment, agrees to vacate a Rental Unit.

B. "**City**" means the City of Bell Gardens.

C. **"Code"** means the City of Bell Gardens Municipal Code.

D. "**Department**" means the Community and Economic Development Department of the City of Bell Gardens, or other Department designated by the City Council to administer the provisions of this Chapter.

E. "**Director**" means the Director of the Department, or their designee.

F. "**Ellis Act**" means California Government Code sections 7060 - 7060.7.

G. "**Housing Services**" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which a Rental Unit is contained.

H. "**Landlord**" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.

I. "**Landlord's Family Member**" means a spouse, domestic partner, child, grandchild, parent, or grandparent of a Landlord who is a natural person whose name is on the title of the property.

J. "**Mobilehome**" means any mobilehome as defined under California Civil Code Section 798.3.

K. "**Mobilehome Park**" means an area of land located where two or more Mobilehome spaces are rented or leased out for Mobilehomes used as residences.

L. "**Rent**" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit or Mobilehome Park space located in the jurisdictional boundaries of the City of Bell Gardens, including Tenant's access to and use of Housing Services. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. Rent does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to this Chapter.

M. "**Rental Agreement**" means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related Housing Services.

N. "**Rental Unit**" means any dwelling unit, as defined under California Civil Code section 1940 subsection (c) located in the jurisdictional boundaries of the City of Bell Gardens and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including Mobilehomes rented by the owner of the Mobilehome, and accessory dwelling units.

O. "**Residential Real Property**" includes any parcel of land containing one or more dwelling units intended for human habitation.

P. "**Tenancy**" means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

Q. "**Tenant**" means a tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

5.63.030. Termination of Tenancy.

A. No Landlord shall terminate a Tenancy of an occupied Rental Unit after a Tenant has continuously and lawfully occupied the Rental Unit for twelve (12) months or more unless the Landlord can demonstrate either a For Cause or No-Fault termination.

B. When terminating a Tenancy either For Cause or No-Fault, a Landlord must comply with all of the following:

1. The Landlord must serve a written notice to the Tenant in accordance with California Civil Code sections 1946 through 1946.5 that states the Landlord will terminate the Tenancy, indicates at least one For Cause or No-Fault reason for termination in reasonable detail, and includes any other information required by federal or State law; and
2. The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Rental Unit beyond the term of the terminated Tenancy in compliance with California Civil Code sections 1945 through 1946.5; and
3. The Landlord qualifies the termination as For Cause or No-Fault, as specified in this Section; and
4. If the termination is a No Fault termination, the Landlord has provided the Tenant with the notice of relocation assistance required by Section 5.63.040.
5. The Landlord has submitted to the Department, within five (5) days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant. The Landlord shall maintain proof of service to the Department as evidence that the Landlord has complied with this Section.

C. **For Cause Termination of Tenancy**. If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Rental Unit, the termination qualifies as a For Cause Termination.

1. **Failure to Pay Rent**. Tenant failed to pay Rent within three (3) days of written notice being served on Tenant by Landlord demanding payment as provided in paragraph (2) of California Code of Civil Procedure Section 1161.
2. **Violation of Material Term of Rental Agreement**. Tenant has continued to violate a material term of the Rental Agreement as provided in California Code of Civil Procedure section 1161 subdivision (3), after written notice to cease, and did not cure such violation within ten (10) days after receiving written notice from the Landlord of such violation.
3. **Waste**. A Tenant committed waste as described in California Code of Civil Procedure section 1161 subdivision (4).
4. **Nuisance or Illegal Purpose**. Tenant has maintained, committed, or permitted the maintenance or commission of a nuisance or used the Rental Unit for an illegal purpose as provided in California Code of Civil Procedure section 1161 subdivision (4) including:
    a. Any crime or act of violence committed by a Tenant of a Rental Unit which involves use of a gun or a deadly weapon, or inflicts serious bodily injury and for which a police report has been filed;
    b. Any threat of violent crime or violence, which includes any statement made by a Tenant, or at the Tenant's request, by the Tenant's agent, to any person who is on the property where the Rental Unit is located, threatening to commit a crime or violence which will result in death or serious bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is unequivocal, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety; or

c. Tenant has created or is maintaining a dangerous condition or an unsanitary condition that endangers health, safety and welfare or physically damages the unit beyond normal wear and tear and that condition has not been promptly abated or repaired after written notice to the Tenant from the Landlord and the passage of a reasonable cure period.

It shall be an affirmative defense to an action for possession of a Rental Unit under this Subsection 5.63.030.E.4 if a court determines that: (i) The Tenant or the Tenant's household member is a victim of an act or acts that constitute domestic violence or sexual assault or stalking; and (ii) The notice of For Cause termination is substantially based upon the act or acts constituting domestic violence or sexual assault or stalking against the Tenant or a Tenant's household member, including but not limited to an action for possession based on complaints of noise, disturbances, or repeated presence of police.

5. **Failure to Sign Substantially Similar Lease**. The Tenant has refused to execute a written extension or renewal of a Rental Agreement upon expiration of a prior Rental Agreement, after written request or demand from the Landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written Rental Agreement, and is consistent with federal, State, and local laws. For purposes of this Subsection, the Landlord's written request or demand must be received no later than sixty (60) days before final day of Tenancy of the prior Rental Agreement.
6. **Assignment or Subletting in Violation of Lease**. The Tenant has assigned or sublet the Rental Unit in violation of the Rental Agreement, as provided in California Code of Civil Procedure section 1161(4).
7. **Refuse Access**. Tenant has continued to refuse, after Landlord has provided a written request, reasonable access to the Rental Unit by the Landlord for the purpose of making necessary repairs or improvements in

accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1.

8. **Failure to Vacate After Termination of Employment.** Tenant was employed by the Landlord to serve as a resident manager or other employee, was provided with the Rental Unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any Tenant whose Tenancy in the building or complex housing the Rental Unit commenced prior to assuming managerial responsibilities or whose status as a Tenant commenced prior to their status as a resident manager.
9. **Failure to Vacate After Termination of Lease.** A Tenant's failure to timely deliver possession of the Rental Unit after: (i) providing the Landlord written notice as provided in Civil Code section 1946 of the Tenant's intention to terminate a lease; or (ii) making a written offer to surrender, that is accepted in writing by the Landlord, but the time specified in that written notice as described in Code of Civil Procedure section 1161(5) has expired.

D. **No-Fault Termination of Tenancy.** If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Rental Unit, the termination qualifies as a No-Fault termination.

1. A Landlord seeks in good faith to recover possession in order to imminently:
   a. Demolish the Rental Unit
   b. Withdraw the Rental Unit permanently from rental housing use pursuant to the Ellis Act and other applicable State laws.
2. A Landlord seeks in good faith to recover possession of a Rental Unit for the use and occupancy by Landlord or Landlord's Family Member as the principal residence. Said Rental Unit must be occupied as the principal residence within ninety (90) days of the Tenant household vacating the Rental Unit, and the Rental Unit must continue to be occupied as the principal residence of Landlord or Landlord's Family Member for at least three (3) years, unless extenuating circumstances exist.

a. If the Rental Agreement was entered into on or after the effective date of this Chapter, this Subsection 5.63.030.D.2 shall apply only if the Tenant agrees, in writing, to the termination, or if a provision of the Rental Agreement allows the Landlord to terminate the Rental Agreement if the Landlord, or Landlord's Family Member unilaterally decides to occupy the Rental Unit.

b. A Landlord must provide the Tenant sixty (60) days' written notice that the Landlord intends to terminate the Tenancy.

c. Owner-Occupancy Disclosure.

   i. Not less than sixty (60) days prior to the final date of the Tenancy, in addition to any notice required by California Civil Code section 827, the Landlord must disclose to the Department the name(s) of the eligible individual(s) who will occupy the Rental Unit, and the relationship of said individual(s) to the Landlord.

   ii. The Department may contact Landlord during the three (3) year occupancy time frame to confirm that the Landlord or Landlord's Family Member resides in the recovered Rental Unit(s), and may obtain written verification of residency.

d. A Landlord may not terminate a Tenancy under this Section if any of the following apply, unless the Landlord or Landlord's Family Member who will reside in the Dwelling Unit is similarly situated as the Tenant or Tenant's household members who are being displaced:

   i. any Tenant in the Rental Unit has continuously resided in the Rental Unit for at least five (5) years, and a member of Tenant's household is either: (i) 62 years of age or older; or (ii) disabled as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;

ii. any Tenant in the Rental Unit or member of Tenant's household is terminally ill as certified by a treating physician licensed to practice in the State of California; or

iii. any Tenant in the Rental Unit is a low-income tenant (low-income tenant means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).

e. Tenant's Right of First Return.

i. If a Landlord or Landlord's Family Member ceases occupation of the Rental Unit within three (3) years after the final date of Tenancy, the Tenant of a Rental Unit is entitled to receive notice of the first right to return to rent the same unit at the Rent previously charged plus any annual Rent increases allowed under Chapter 5.62 of the Code.

ii. Nothing in this Section shall be construed to relieve the Landlord of the obligation to directly contact the former Tenant and to advise the Tenant that the recovered Rental Unit will again be offered for Rent.

3. A Landlord seeks in good faith to recover possession to comply with any of the following: (i) An order issued by a government agency or court relating to habitability that necessitates vacating the Rental Unit; (ii) An order issued by a government agency or court to vacate the Rental Unit; or (iii) A local ordinance that necessitates vacating the Rental Unit. If it is determined by any government agency or court that the Tenant is at fault for the condition or conditions triggering the order or for the need to vacate under this Subsection, the Tenant shall not be entitled to relocation assistance.

E. All No-Fault terminations of Tenancy are eligible for relocation assistance.

5.63.040. Relocation Assistance.

A. Permanent Relocation Assistance. When relocation assistance must be paid to Tenants who are evicted from their Rental Unit pursuant to Section 5.63.030, the Landlord must make the relocation assistance payment in accordance with this Section. The Landlord must provide written notice to the Tenant of the Tenant's entitlement to permanent relocation assistance at the same time the Landlord serves a notice of termination of Tenancy.

1. The Landlord shall pay a relocation assistance amount equal to three (3) times the Tenant's monthly Rent in effect when the Landlord served the notice to terminate the tenancy.
2. If any Tenant residing in the Rental Unit from which the Tenants are to be displaced includes a Qualified Tenant, then all Tenants living in the Rental Unit are collectively entitled to additional relocation assistance as follows:
    a. The Landlord shall pay an additional relocation assistance amount equal to one (1) times the Tenant's monthly Rent in effect when the Landlord served the notice to terminate the tenancy.
    b. For purposes of this Subsection, Qualified Tenant means any Tenant who:
        i. Is sixty-two (62) years of age or older, disabled, as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;
        ii. Has one or more dependent children under the age of eighteen (18) residing in the Rental Unit;
        iii. Meets the income limits for a "lower-income household" as defined in California Health and Safety Code section 50079.5; or
        iv. Has continuously resided in the Rental Unit for five (5) years or more.

The Tenant shall notify Landlord within ten (10) days of receiving the termination of tenancy notice, if any of the Tenants living in the Rental Unit from which the Tenants are to be displaced includes a Qualified Tenant, along with any reasonable proof of eligibility.

3. Permanent relocation assistance payments must be paid directly to the Tenant.
    a. If a Rental Unit is occupied by two (2) or more Tenants, then each Tenant of the Rental Unit shall be paid a pro-rate share of the relocation assistance payment.
    b. Landlord shall pay one-half of the relocation assistance due no later than fifteen (15) days following service of the termination of tenancy and the balance due no later than five (5) business days after the Tenant has vacated the Rental Unit. If a Tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided pursuant to this Chapter shall be recoverable as damages in an action to recover possession.

B. Temporary Relocation Assistance. A Landlord must provide temporary relocation assistance to Tenants of a Rental Unit who are temporarily displaced due to repairs, rehabilitation of a Rental Unit, health and safety violations, or other work or activities that will make the Rental Unit an untenantable dwelling, as defined in California Civil Code Section 1941.1, or will expose the Tenant to toxic or hazardous materials, or that cannot otherwise be completed while the Tenant remains in the Rental Unit.
    1. Thirty (30) Days or Less. A Landlord must provide the Tenant a per-diem payment if the Tenant will be temporarily displaced for thirty (30) days or less.
    2. Thirty-One (31) Days or More. A Landlord must provide the Tenant either a per-diem payment or comparable temporary accommodations, if available.

3. Per-Diem Payment.
    a. Per-diem payment will be based on the Federal General Services Administration per-diem rate for lodging in the County of Los Angeles, which is updated on a yearly basis, unless otherwise agreed upon by the Landlord and Tenant, and may include any applicable transient occupancy taxes.
    b. Upon mutual agreement by the Landlord and Tenant, per-diem payments may be paid directly to the Tenant, or in the event of a hotel, motel or short-term rental accommodations, directly to the hotel, motel or short-term rental.
4. Temporary Relocation Assistance payments will be made on a pro-rata basis to the eligible Tenant household.
5. Temporary Hotel or Motel Accommodation. If relocation is to a hotel or motel, the Landlord must provide a hotel or motel accommodation which is safe, sanitary, and unless otherwise agreed upon by the Landlord and Tenant, within a reasonable distance of the Tenant's Rental Unit.
6. The temporary displacement and relocation of a Tenant pursuant to this Section 5.63.040.B shall not terminate the Tenancy of the displaced Tenant. The displaced Tenant shall have the right to reoccupy his or her Rental Unit upon the completion of the work necessary for the Rental Unit to comply with housing, health, building or safety laws or any government order and the Tenant shall retain all rights of Tenancy that existed prior to the displacement.
7. Nothing in this Section 5.63.040.B shall be construed as authorizing a Landlord to require a Tenant to vacate a unit, except as permitted under federal, state, or local law.

C. No Waiver. A Tenant cannot waive his or her right to receive relocation assistance required by this Chapter.

D. Any action brought by a Tenant for a violation of this Section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

5.63.050. Tenant Buyout Agreements.

A. Landlord's Disclosure Prior to Buyout Offer. At the time a proposed buyout agreement is provided, the Landlord shall provide each Tenant in the Rental Unit a written disclosure, on a form approved by the Department, in English and in the Tenant's primary language if other than English translated at the Landlord's expense, that shall include all of the following:

1. A statement that the Tenant has a right not to enter into buyout negotiations or a buyout agreement;
2. A statement that the Tenant may choose to consult with an attorney before entering into a buyout agreement;
3. A statement that the Tenant may rescind the buyout agreement for up to thirty (30) days after it is fully executed;
4. A statement that the Tenant may contact the Department for information about other buyout agreements in the Tenant's neighborhood and other relevant information;
5. Any other information required by the Department consistent with the purpose and provisions of this Section; and
6. A space for each Tenant to sign and write the date the Landlord provided the Tenant with the disclosure.

B. Requirement for Buyout Agreements. The buyout agreement shall:

1. Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the Landlord's expense. The Landlord shall give each Tenant a copy of the proposed buyout agreement at least forty-five (45) days before it is executed by the parties.
2. Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the Tenant:

a. "You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement."
b. "You have a right not to enter into a buyout agreement."
c. "You may choose to consult with an attorney before signing this buyout agreement. The City of Bell Gardens Community Development Department may also have information about other buyout agreements in your neighborhood."

C. Rescission of Buyout Agreement. A Tenant shall have the right to rescind a buyout agreement for up to thirty (30) days after its execution by all parties. In order to rescind a buyout agreement, the Tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the Landlord indicating that the Tenant has rescinded the buyout agreement.

D. Filing of Buyout Agreement and Disclosure Notice. The Landlord shall provide the Tenant a copy of the fully executed buyout agreement within ten (10) days of execution. Landlord shall also file with the Department a copy of the executed buyout agreement, along with proof of service to the Tenant of the disclosure notice as required in this Section, within ten (10) days after the buyout agreement is executed by all parties.

5.63.060. Retaliatory Eviction and Anti-Harassment.

A. **Retaliatory Eviction.**

1. No Landlord may terminate a Tenancy or refuse to renew a Tenancy or otherwise cause a Tenant to vacate a Rental Unit, if the Landlord's intent in termination of the Tenancy or refusal to renew the Tenancy is retaliatory in nature, and if the Tenant is not in default as to the payment of Rent.
2. A Tenant may assert retaliation affirmatively or as a defense to the Landlord's action regardless of the period of time which has elapsed between the Tenant's assertion or exercise of rights under this Chapter and the alleged act of retaliation.

3. Retaliation against a Tenant because of the Tenant's exercise of rights under this Chapter is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this Chapter in evaluating a claim of retaliation.

B. **Anti-Harassment.** No Landlord, or any person, acting as a principal or agent, offering a Rental Unit for Rent, or any contractor, subcontractor or employee of the Landlord shall, with respect to property used as a Rental Unit under any Rental Agreement or other lawful Tenancy, do any of the following:

1. Interrupt, terminate, or fail to provide Housing Services required by Rental Agreement or by federal, State, or local housing, health, or safety laws, or threaten to do so, or violate California Civil Code sections 789.3 and 1940.2;
2. Do any of the actions in bad faith:
   a. Fail to perform repairs and maintenance required by Rental Agreement or by federal, State, or local laws;
   b. Fail to exercise due diligence in completing repairs and maintenance once undertaken;
   c. Fail to follow appropriate industry repair, containment, or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;
   d. Conduct elective renovation or construction of Rental Unit for the purpose of harassing a Tenant;
   e. Refuse to acknowledge or accept receipt of a Tenant's lawful Rent payment as set forth in a Rental Agreement, by usual practice of the parties, or in a notice to pay Rent or quit;
   f. Refuse to cash or process a rent check or other form of acceptable Rent payment for over thirty (30) days after it is tendered;
   g. Fail to maintain a current address, in addition to any electronic payment methods, for delivery of Rent payments;

h. Request information that violates a Tenant's right to privacy, including, but not limited to, residency or citizenship status, protected class status, or social security number, except as required by law or in the case of a social security number, for the purpose of determining the Tenant's qualifications for a Tenancy;

i. Release information protected by the Tenant's right to privacy except as required or authorized by law; or

j. Request or demand an unreasonable amount of information from Tenant in response to a request for reasonable accommodation.

3. Abuse the right of access into a Rental Unit as established by California Civil Code section 1954 or other applicable law. This includes, but is not limited to, entries for inspections that are not related to necessary repairs or services; entries that are unreasonable in frequency or duration; entries that improperly target certain Tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry.

4. Influence or attempt to influence a Tenant to vacate a Rental Unit through fraud, misrepresentation, intimidation or coercion, which shall include threatening to report a Tenant to the United States Department of Homeland Security.

5. Threaten the Tenant, by word or gesture, with physical harm, or repeatedly mistreat an occupant of a Rental Unit during in-person conversations, through social media postings or messages, or other communications, with language, verbal or written, that a reasonable person would consider likely to cause fear or provoke an immediate violent reaction.

6. Violate any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/ acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income.

7. Take action to terminate any Tenancy including service of any notice to quit or other eviction notice or bring any action to recover possession of a Rental Unit based upon facts which the Landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the Landlord. No Landlord shall be liable under this Subsection for bringing an action to recover possession unless and until the Tenant has obtained a favorable termination of that action.
8. Remove from the Rental Unit personal property, furnishings, or any other items without the prior written consent of the Tenant, except when done pursuant to enforcement of a legal termination of Tenancy.
9. Provide false written or verbal information regarding any federal, State, or local Tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice.
10. Offer payments to:
    a. A Tenant to vacate, including a Buyout Agreement offer, more frequently than once every six (6) months, after the Tenant has notified the Landlord in writing that the Tenant does not desire to receive further offers of payments to vacate.
    b. Attempt to coerce the Tenant to vacate accompanied with threats or intimidation. This shall not include settlement offers in pending eviction actions made in good faith and not accompanied with threats or intimidation.
11. Interfere with a Tenant's right to quiet use and enjoyment of a Rental Unit as that right is defined by law.
12. Commit repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such Rental Unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a Rental Unit to vacate such Rental Unit or to surrender or waive any rights in relation to such occupancy.

13. Interfere with the right of Tenants to organize as Tenants and engage in concerted activities with other Tenants for the purpose of mutual aid and protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of Tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to Tenants under the terms of their Rental Agreement; or distribute and post literature in common areas, including lobby areas and bulletin boards, informing other Tenants of their rights and of opportunities to involve themselves in organized tenant activities.

C. Remedies and Penalties. For the purposes of this Section

1. If any Landlord or any person, acting as a principal or agent, offering a Rental Unit for rent, or any contractor, subcontractor, or employee of the Landlord violates the terms of this Section, an aggrieved Tenant may institute a civil action, as allowed under Section 5.63.100, for injunctive relief, direct money damages, and any other relief that the court deems appropriate.
2. The above remedies are not exclusive and do not preclude any Tenant from seeking other remedies or penalties provided by this Chapter or applicable law. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

5.63.070. Notices to Tenants.

A. Mandatory Notices to Tenants. Landlords must provide to each Tenant, prior to, or at the time of agreeing to rent or lease a Rental Unit, a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances.

1. When entering into a Rental Agreement, by including a copy of the form notice as an exhibit or attachment to the written Rental Agreement;
2. When renewing a Rental Agreement; and

B. If the Rental Agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights in English and the language in which the Rental Agreement was negotiated or written.

5.63.080. Enforcement.

A. Enforcement Authority. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.

B. The Director of the Department, or designee, may develop and publish procedures and guidelines to aid in the implementation of this Chapter.

5.63.090. Administrative Citations.

A. Administrative Citation. Any Landlord or Tenant who violates any provision of this Chapter, or Department's procedures and guidelines, is subject to an administrative fine as set in a schedule of fines adopted by resolution by the city council as provided in Chapter 1.16 of the Code.

B. Remedies are Cumulative. Each day that a violation continues shall constitute a separate and distinct offense for which an administrative fine may be imposed. The remedies set forth in this section are cumulative and in addition to any other penalty provided by law, including any remedies which may be sought in a civil action. The provisions of this Chapter shall not be construed as limiting any party's right to obtain relief to which he or she may be entitled at law or in equity.

C. Notices of Violation and Administrative Fine. If the Department determines that a Landlord or Tenant has violated this Chapter, the Department may issue notices of violation and administrative fine in accordance with the authority and procedures set forth in Chapter 1.16 of the Code.

D. Administrative Appeals and Judicial Review.

1. Administrative Appeal. Any Landlord or Tenant who receives a notice of administrative fine may request an administrative hearing before a hearing officer in accordance with Chapter 1.16 of the Code.

2. Judicial Review of Hearing Officer Decision. Any Landlord or Tenant may seek judicial review of a hearing officer's decision pertaining to the imposition of an administrative fine in accordance Chapter 1.16 of the Code.

5.63.100. Remedies.

A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant who will fairly and adequately represent the Tenant's interest, including the City, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this Chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.

B. Civil Penalty. Any person violating any of the provisions, or failing to comply with any of the requirements of this Chapter, may be liable for a civil penalty not to exceed One Thousand Dollars ($1,000) for each violation.

C. Criminal Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this Chapter, shall be guilty of a misdemeanor and punished by a fine of not more than One Thousand Dollars ($1,000), or by imprisonment in the county jail for a period of not more than six (6) months, or by both.

D. Defense to Eviction. A Tenant may assert as an affirmative defense a Landlord's failure to comply with the provisions of this Chapter in any action by a Landlord to recover possession of a Rental Unit.

E. Each violation of any provision of this Chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

F. The above remedies are not exclusive and do not preclude the City or any Tenant from seeking other remedies or penalties provided by applicable law.

5.63.110. Waiver. Any waiver of rights under this Chapter shall be void as contrary to public policy.

5.63.120. Severability. If any provision of this Chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Chapter are declared to be severable.

SECTION 4. Inconsistent Provisions. Any provision of the Bell Gardens Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Interim Ordinance.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. Compliance with California Environmental Quality Act. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act pursuant to Section 15060(c)(2), constituting an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and pursuant to Section 15060(c)(3) constituting an activity that is not a project as defined in Section 15378.

SECTION 7. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law. This Ordinance shall become effective thirty (30) days after the date of its adoption.

PASSED, APPROVED, AND ADOPTED this 12th day of September 2022.

THE CITY OF BELL GARDENS

Maria Pulido, Mayor

APPROVED AS TO FORM:

for

Rick Olivarez
City Attorney

ATTEST:

Daisy Gomez
City Clerk

I, DAISY GOMEZ, City Clerk of the City of Bell Gardens, hereby CERTIFY that **Ordinance No. 925** was introduced and placed upon its first reading at a regular meeting of the Bell Gardens City Council held on **Monday, August 22, 2022** and that thereafter said ordinance was duly adopted at a regular meeting of the Bell Gardens City Council held on **Monday, September 12, 2022** and was approved and passed by the following vote:

AYES: Council Members Barcena, Cortez, Flores; Mayor Pro Tem Chavez; Mayor Pulido
NOES: None
ABSTAIN: None
ABSENT: None

Daisy Gomez, City Clerk

RENT STABILILIZATION AND EVICTION PROTECTIONS

June 13, 2023

OUTLINE

1. Existing State Laws
2. Town of Fairfax
3. City of Larkspur
4. Living Unit Impact in San Anselmo

EXISTING STATE LAWS

LOCAL REGULATION MUST CONSIDER STATE LAW

- Costa-Hawkins Rental Housing Act (February 1, 1995):
  - Exempts certain units (single family homes and condos).
  - Exempts units built after the Act took effect.
  - Prohibits "vacancy control."
- Vacancy control regulates how much the rent of a unit can increase when the tenant changes.

EXISTING STATE LAWS

LOCAL REGULATION MUST CONSIDER STATE LAW

Tenant Protection Act of 2019 (AB 1482)

- Established statewide rent regulation
    - Set rent increase ceiling at 5% + Regional CPI (max. of 10%)
    - Broader application than Costa-Hawkins Act

- Established statewide eviction protections
- Sunsets in 2030

SUMMARY

The Following Guidelines Apply Regarding Local Rent Control Ordinances:

Taken together, the following guidelines apply regarding local rent control ordinances:

- *No rent control allowed on buildings newer than 15 years, on a rolling basis.*
- *Rent control for pre-1995 buildings may be set at any amount.*
- *Rent control that results in lower rental increases than 5%+CPI/10% for buildings at least 15 years allowed is allowed.*
- *Condominiums, single-family homes, and buildings with two units one of which is owner-occupied, may not be rent-controlled.*
- *Landlord may set base rent at market rate upon change in tenancy.*

TOWN OF FAIRFAX

Process

March 2022 – Council receives presentation on rent stabilization by the Marin Democratic Socialists of America

May 2022 – Council directs staff and resources to draft a rent stabilization ordinance.

Sept 2022 – Held a Rent Stabilization and Just eviction forum

Sept 2022 – Introduces ordinances to Council

Oct 2022 – Reintroduced ordinances

Nov 2022 – Adopted ordinances

TOWN OF FAIRFAX

Process (continued)

May 2023 – Just Cause Eviction Workshop

June 2023 – Citizens Initiative to Allow for a Public Vote on the ordinances sent County Registrar of Voters for signature verification

TOWN OF FAIRFAX

Rent Stabilization

Ordinance introduced on Oct 11 and adopted on Nov 2, 2022

- Base rent set as of rate on Feb 2, 2022
- "Annual General Adjustment" shall be equal to 60% of the percentage of the Consumer Price Index

TOWN OF FAIRFAX

Eviction Protections

- Adopted a just cause eviction ordinance in 2019
- Updated ordinance introduced on Oct 11, and adopted on Nov 2, 2022

Ordinance exceeds state law in multiple categories

CITY OF LARKSPUR

Process

July 2022 – Council hears public comment from local tenant organization asking for a rent control ordinance

Aug 2022 – Council appoints an ad hoc committee to consider options around rent control

Sept/Oct 2022 – Ad hoc committee holds separate forums for tenants and property owners to solicit feedback

Jan 2023 – Holds workshop to review rent regulation, rent assistance and eviction protections

March 2023 – Council directs ad hoc committee prepare specific terms and regulations

CITY OF LARKSPUR

Process (continued)

May 8 and May 22, 2023 – Council holds public hearings to discuss rent stabilization and eviction protections

CITY OF LARKSPUR

Rent Stabilization

- Council introduced draft rent stabilization ordinance
- Council voted to approve a rent cap of 5% + CPI or 7%, whichever is lower

CITY OF LARKSPUR

Eviction Protections

- City Council is interested in three or four months of relocation assistance
- City Council consensus to establish the right of return no agreement on the time period reached

NUMBER OF POTENTIALLY IMPACTED UNITS IN SAN ANSELMO

Number of Duplexes: 191* (# of owner-occupied unknown)
Total Living Units: 382*

Number of Parcels with 3 or more Living Units: 117
Total Living Units: 838

Number of Parcels with 4 or more Living Units: 84
Total Living Units: 733

Total Number of Living Units in San Anselmo: 5,410

CONCLUSION

- Questions or Comments
- Next Steps

Serge Avila

From: nancy bennett <nlyle999@gmail.com>
Sent: Tuesday, June 6, 2023 10:09 AM
To: Town Council
Subject: Yes on Rent Control

CAUTION: External Sender

I'm a lucky home owner, and just outside city limits.but know that rent control is only fair.
Thank you,
Nancy Bennett
405 San Francisco Blvd
San Anselmo 94960

--
Nancy Lyle Bennett
Feng Shui/Energy Worker
Pianist, We Three Trio
(415) 456-7989

Serge Avila

From: ConnieBorter <connieborter@hotmail.com>
Sent: Wednesday, June 7, 2023 8:07 AM
To: Town Council
Subject: Rent Control

CAUTION: External Sender

I am in support of rent control which would keep people in their homes. Everyone that rents needs security to know that they can continue to stay in their homes. They establish their children in schools, they establish their employment, now they can focus on the contended life. People who don't have to worry about the roof over their head are happier and more involved in their community. If the whole community is happy then it makes for a safer and more pleasant place to live.

Thank you,
Connie Borter
Resident of San Anselmo

Sent from my iPhone

Serge Avila

From: Eileen Brown <eileen.cb.mft@gmail.com>
Sent: Tuesday, June 6, 2023 7:25 AM
To: Town Council
Subject: Keep Teachers in Town - Pass Rent Control

CAUTION: External Sender

Dear Councilmembers,

Thank you for your service to our community. I appreciate your willingness to step up and work to solve problems in our community for the good of all. As the spouse of an 18-year Ross Valley School District (RVSD) teacher, I write to share our experience in the hopes that you will pass rent control, and **keep teachers in town**!

Teachers are at the heart of our neighborhood public schools, and they also make great neighbors! I think we all agree that thriving public schools are part of what makes our town so desirable, and contribute to the high property values homeowners enjoy. Though our personal rental situation is good now, this teacher's family has struggled to remain in the Ross Valley. In addition to ranking near the bottom for teacher pay in Marin County, our family pays $27,000 per year out-of-pocket to cover our family of four on the mid-price PPO plan. As you might imagine, that leaves very little to cover rent and other living expenses.

In contract negotiations this year, the Ross Valley Teachers Association (RVTA), the union which represents public school teachers in the RVSD, attempted to get their beginning teachers up to an $80,000 per year gross salary, partly because they hoped their first year teachers might then afford a one-bedroom apartment close to the RVSD boundaries. Had they won their members the raises they sought, a first year teacher would still only be able to afford to pay rent on a one-bedroom apartment in *Richmond* or *Sonoma County*. Today, our dedicated teachers who rent are barely hanging on, many commute long distances to be here for our kids, and those who can, often leave for higher-paying districts.

Passing a rent control ordinance would have the immediate effect of allowing those teachers (and other working class folks) in our community to continue to be our neighbors and contribute to our excellent neighborhood public schools. Stabilizing folks in their homes ASAP with rent control is the easiest and quickest policy measure in a quiver of tools which will take much longer (new affordable housing, new shelters, etc.).

Please, pass rent control! Keep teachers in town!

Sincerely,

Eileen Cohune Brown

--
Eileen Cohune Brown, LMFT
She/Her/Hers
Psychotherapy for Adults and Youth
On Coast Miwok Land
www.marintherapyworks.com
(415)887-8539

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Serge Avila

From: wendy t <wendy.a.todd@gmail.com>
Sent: Monday, June 5, 2023 9:30 PM
To: Town Council
Subject: Renter protections, please

CAUTION: External Sender

Hello San Anselmo Town Council members,

I am grateful you are going to take a close look renter protections and consider rent control and just cause evictions. I am concerned about how exclusive our town is and want to ensure people with fixed and low-incomes can remain housed in their apartments and part of our community. Our economic ecosystem and social fabric depends upon people with diverse economic backgrounds living in the same town. As housing and rent costs skyrocket, more people are becoming unhoused and more people are unable to live and work in our community. We are already seeing a local service industry and non-profit workforce shortage because people don't make enough money to pay the astronomical rents here. In addition, there are so many folks commuting in and out of San Anselmo who work here but can not afford to live here. Rent control and just cause eviction are tools in your tool belt to mitigate the Bay Area housing crisis.

I care deeply about this issue because I've been a renter most of my life and know what it feels like to live pay check to pay check hoping and praying the landlord doesn't raise the rent beyond what I can afford and also hoping my housing situation remains stable. When my mom was raising my sister and I we were evicted. It was a traumatic event that had long-lasting negative impact on me and my family. Our housing was provided as part of my mom's job. She was laid off due to a corporate merger and was given just 30 days to find a new place for my sister and I to live and find a new job. Somehow we made it through that nightmare.

Housing and economic instability is a major stressor that impacts people's health and well being - especially people who are in powerless positions in our societal hierarchy. It is up to government to ensure protections of people who lack power, resources, and financial freedoms (often as a result of unfair systems and policies).

I look forward to your careful consideration of the options that will ensure our community is as inclusive, diverse, and fair.

THANK YOU,
Wendy

_____
Wendy Todd, MPH
Facilitator + Strategic Planner + Equity Activist
www.WendyToddConsulting.com
415.596.0607

From: Jeremy Thornton
To: Town Council
Subject: Rent control in marin
Date: Monday, June 12, 2023 12:35:20 PM

CAUTION: External Sender

As a Marin resident and former Drake (Archie Williams) Graduate. It saddens me that it is unaffordable to live in the town I grew up in. As a 27 year old chef that works at Insalatas, a food truck, and local farm on my weekends. I put in between 55 and 70 hour weeks. Sometimes working as many as 24 days in a row without a weekend.
Even with this work load it would still be financially irresponsible for me to move out of my parents house. Though I pay them rent for a room it is the house I grew up in. I will be leaving marin within the next year because I can no longer afford to live close to my family but not in their house.
This should be unacceptable for the town council. Unless you make a change you will have no employees and any restaurants or construction workers because we simply cannot afford to live in these areas anymore.

Thank you for your time,
Jeremy Thornton

Sent from my iPhone

From: Jason Watkins
To: Town Council
Subject: Support of Rent Control and Tenant Protections
Date: Friday, June 9, 2023 7:54:35 AM

CAUTION: External Sender

Hello San Anselmo Town Council,

My name is Jason Watkins and I am a homeowner in San Anselmo. I'm writing to express my support around rent control and protecting tenants in our city. As a resident and tax payer in San Anselmo, it is important to me that our city supports and protects renters of a wide variety of backgrounds. There are many benefits to doing this, one of which is that these protections will help the city cultivate ethnic and financial diversity amongst its residents.

I lived under rent control in San Francisco in the late 90's and early 2,000s. This was during the Dot Com era, when rents were climbing to unseen costs. Because of rent control, I was able to stay in SF and regroup after I was laid off.

The only reason I live in Marin County is because the landlords of a condo we rented in Terra Linda offered us reasonable rent for over 7 years. They told us they couldn't believe what others were charging for rent and thought it was irresponsible and unfair. Their act of kindness isn't something I'd expect from most landlords, and it allowed me to remain in Marin to be with my aging parents and care for them at the end of their lives.

I know a lot of renters in this county aren't as lucky as I am. If it weren't for rent control, random kindness and support from my family, I would not be a resident in this beautiful area. Most do not have it this easy. And that is why it is your duty to ensure fair housing and to protect renters in our city. Supporting these measures will help foster a thriving, diverse, and compassionate community that we can all be proud to call home.

Thank you,
Jason Watkins

From:	Curt Ries
To:	Steve Burdo; Eileen Burke Contact; Brian Colbert; Alexis Fineman; Tarrell Kullaway; Dave Donery
Cc:	Town Council; Serge Avila; Leah Simon-Weisberg
Subject:	Rent Control & Eviction Protections - Staff Report Errors
Date:	Monday, June 12, 2023 10:44:06 PM

CAUTION: External Sender

Dear San Anselmo Town Council Members and Town Manager:

My name is Curt Ries, I am a San Anselmo renter, a Co-Chair of the Marin Democratic Socialists of America (Marin DSA) and a lead organizer on the campaign to establish rent control in Marin, including in Fairfax, Larkspur, and San Anselmo.

Thank you for taking up the issues of rent stabilization and just cause eviction protections. These policies are desperately needed to keep ordinary working people in their homes and in our community.

Over the course of working on these issues for nearly two years, I've become quite familiar with the relevant state laws (AB-1482 and Costa-Hawkins) governing what local jurisdictions can do in relation to rent control and just cause eviction protections. I appreciate the June 13th staff report on these matters but believe there are a couple of factual errors that are important to address.

1. The staff report states in its summary of existing state laws that, *"Rent control that results in lower rental increases than 5%+CPI/10% for buildings at least 15 years [old] is allowed."*

Costa-Hawkins prohibits all local rent control from being applied to rental units with a certificate of occupancy issued after February 1st, 1995. That means that units constructed after 1995 but that are more than 15 years old may still not be subjected to local rent control that exceeds AB-1482's cap of 5%+CPI/10%. Here's the relevant code from Costa-Hawkins:

1954.52. *(a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true:*

(1) It has a certificate of occupancy issued after February 1, 1995.

2. The staff report states in its summary of existing state laws that, *"Condominiums, single-family homes, and buildings with two units one of which is owner-occupied, may not be rent-controlled."* The staff report then goes on to estimate the number of rental units that may potentially be impacted by rent control and presents a table that *"...describes the number of properties with three or more units and four or more units…"*

Costa-Hawkins prohibits local rent control from being applied to single-family homes and condominiums, but it does not prohibit local rent control from being applied to duplexes, including owner-occupied duplexes. AB-1482 exempts owner-occupied duplexes from its extremely weak form of statewide rent stabilization, but local jurisdictions are free to include them. According to 2021 US Census data, there are approximately 192 renter-occupied housing units in 2-apartment structures (i.e., duplexes) in San Anselmo, accounting for 12.3% of all rental units in town. We hope these units will be included in the council's deliberations regarding rent control in San Anselmo. There is nothing in state law that exempts them.

Copied on this email is Leah Simon-Weisberg, Legal Director of the Alliance of Californians for Community Empowerment (ACCE) Institute, Adjunct Professor of Law at UC Law, and Chair of the Berkeley Rent Board. She shares my assessment of the two provisions above and would be happy to act as a resource for staff and/or council members as this conversation develops. She has already been an invaluable resource for council members and staff in both Fairfax and Larkspur.

Thank you again for taking on this critical issue. Please move forward as quickly as possible to adopt strong rent control and just cause eviction protections that will keep San Anselmo renters in our homes and in our community.

Thank you,

Curt Ries

From: morgan@filmsight.com
To: Town Council
Subject: San Anselmo Rent Control
Date: Tuesday, June 13, 2023 10:00:37 AM

CAUTION: External Sender

Dear San Anselmo Town Council,

As a Fairfax community member and long term renter of a 1 bedroom duplex in Fairfax I encourage you to adopt similar rent stabilization and just cause eviction ordinances as Fairfax and other cities in the Bay Area. I was born and raised in Berkeley and my daughter who is now 30 was also born and raised in Berkeley and is a renter in Oakland and works in Corte Madera. My wife (who is a senior on a fixed income) and I are documentary filmmakers and our work has focused mostly on climate change solutions and social justice issues. Much of our documentary work is produced on our own dime and time and is widely distributed in libraries and public television at no cost to our community and country. None of this would be possible if we were forced to pay unpredictable rent increases or were asked to leave for no cause. Please consider these basic rental protections for your community.

Thank you,
Sincerely
Morgan Schmidt-Feng

From: G.R Fariwar
To: Town Council
Subject: Rent Control In San Anselmo
Date: Tuesday, June 13, 2023 9:29:43 AM

CAUTION: External Sender

Dear San Anselmo Town Council members!

I am Ghulam Fariwar one of the renter in San Anselmo and I pay more than my 30% of income to monthly rent. The would like to request the council to adopt rent control and tenant protection in San Anselmo. Here few issues of concern for people's like me who rent a place to live.

1. San Anselmo, like all of Marin, has some of the highest rents and highest home prices in the entire country. Most ordinary working people can't afford to purchase a home for 1.5 or 2 million dollars, so our only option is to rent. But with rents going through the roof, thousands of our neighbors are at risk of being forced out of their homes and out of town.
2. Small landlords are quickly being replaced by giant property management companies who are raising rents hundreds of dollars every year on tenants who can't afford it. This is hitting seniors on fixed incomes who have been long-term tenants particularly hard.
3. More than half of San Anselmo renters are rent-burdened, paying more than 30% of their income on rent. Rent increases have been outpacing wage increases for decades.
4. San Anselmo prides itself on being welcoming and inclusive. But if nothing is done to stabilize rents and protect our diverse, working-class tenants, then it will quickly become a town that's only available to the wealthy and privileged.

5.Our teachers, nurses, public workers, and service workers are all disproportionately renters. The people who make San Anselmo such a great place to live should be able to afford to live here.

6. Rent control and just cause eviction protections are common-sense, time-tested policies that will keep families in their homes and provide real housing security for thousands of San Anselmo renters.

Best, Ghulam Fariwar

875 Sir Francis Drake Blvd, San Anselmo

From: Suzanna Aguayo
To: Town Council
Subject: Rent Control Ordinances in Marin
Date: Tuesday, June 13, 2023 1:31:56 PM

CAUTION: External Sender

Dear Town Council,

My name is Suzanna Aguayo and who has lived in Fairfax for the last five years in a rental unit. As a senior citizen and someone who has lived in two other towns with rent control ordinances for a total of over thirty years I can attest to the sense of protection that rent ordinances provide to all those who rely on each other for a safe, affordable place to live. I strongly agree with studies that show that rent control keeps people in their homes which makes our communities healthier, more productive, stable and vibrant. When those who play important roles in our communities retain their housing we are all better served, tenants who need a place to live and landlords who need to protect the investment in their property.

I urge you all to consider working with the community to adopt your own ordinances to help create more stability and fairness for everyone.

Kindly,

Suzanna Aguayo
Fairfax, CA

From: Mark Foehr
To: Town Council
Subject: Oppose Further Rent Control
Date: Tuesday, June 13, 2023 1:48:21 PM

CAUTION: External Sender

Town Council Members -

I read in the IJ that you will be reviewing the current status of Fairfax and Larkspur Rent Control and Just Cause Eviction ordinances tonight.

I pay attention to these things and I am shocked that seemingly all the pro-rent control activists knew about this but the general public and rental housing providers were left in the dark.

We already have very strict State wide Rent Control and Just Cause evictions laws that have made it very difficult for rental housing providers to stay in business.

Further restrictions will just force more mom and pop rental housing providers out of long-term rentals and into short-term rental business or worse they will sell to large corporate owners. Either way it is not good for a healthy rental market.

Oppose this ridiculous poroposal that we all know is being pushed by the Democratic Socialists of America.

Mark Foehr

San Anselmo Rental Housing Provider and long time resident

From: Michael Mccarthy
To: Town Council
Subject: Rent control
Date: Tuesday, June 13, 2023 11:48:49 AM

CAUTION: External Sender

As a 79 year old man, living alone and being partially handicapped with need for home care, I'm living on a fixed income; with rent going up all the time my living expenses increase dramatically.
In addition the management company allocates increasing utility expenses on the tenant. These include trash, water, sewer, pest control and fees. These added expenses passed on to tenant also raise the market value of the complex to the benefit of the landlord.

Michael McCarthy
Sent from iPhone

From: MICHAEL SEXTON
To: Town Council
Subject: Extra Rent Control Measures for San Anselmo
Date: Tuesday, June 13, 2023 12:28:00 PM

CAUTION: External Sender

Dear Town Council,
As the Director of MarinResidents.org and FairfaxResidents.org, I urge you to approach the issue of extra rent control, beyond Cal AB 1482, with great hesitancy. Every community has the responsibility to address the issue of extra rent control as they see fit, without the unwelcome pressure of national political organizations. As an organization comprised of residents of Marin and Fairfax, I urge you not to go down the path of Fairfax and impose extra rent control without the direct consent of your residents.
As you can see from the actions of the Fairfax Town Council, extra rent control has caused great disruption and division in that town. The unnecessary action of a few members of the Town Council has caused financial harm to homeowners, housing providers (small mom & pop landlords) and renters alike.
In response, along with the growing sentiment for recall for some council members, last week our organization help turn in over 1000 signatures to put a measure on the 2024 ballot to repeal these extra rent control ordinances.
I urge you to really consider what your residents want and need. We have found that extra rent control was neither wanted by the residents or needed to help with affordable housing. In fact, because of these ordinances, housing providers have taken some units off of the market. This reduction in supply of housing along with constant demand, causes rents to rise for new and transitioning renters. It also dings the prices for duplexes and houses with ADUs, and this affects the value of non-rental single family houses as well.
In summary, extra rent control may be a sweet deal for long term tenants, for others, young families paying a first mortgage, elderly residents of San Anselmo relying on rental income to stay in their homes, new renters, and almost every other constituent, extra rent control is a bad deal.
Please consider whether the influence of some national political organizations mesh with the needs and desires of your residents and the disruptions that extra rent control ordinances cause.
Thank you.
Michael
Michael Sexton
Director - Marin Residents
MarinResidents.org and FairfaxResidents.org
michael@marinresidents.org

From: Wong, Wendy
To: Town Council
Subject: SUPPORT FOR RENT CONTROL AND TENANT PROTECTIONS
Date: Tuesday, June 13, 2023 1:55:43 PM

CAUTION: External Sender

Dear San Anselmo Town Council:

Preventative measures to keep people housed are essential for the vitality of this community. Adopting rent control measures and tenant protections would offer renters affordable housing and financial stability, while easing the anxiety and fear of becoming displaced. When people become displaced, it brings new socio-economic issues for the town to tackle that will require resources and financial investment. It is easier to keep people housed than to have to rehouse them.

Thank you for taking the time to acknowledge this growing issue and for making the effort to resolve it!

Warm Regards,

Wendy Wong
San Anselmo Resident