

City of Santa Paula

City Council

MAYOR ANDY SOBEL
VICE MAYOR LESLIE CORNEJO
COUNCILMEMBER JENNY CROSSWHITE
COUNCILMEMBER CARLOS JUAREZ
COUNCILMEMBER PEDRO A. CHAVEZ



CITY COUNCIL SPECIAL MEETING OF THE SANTA PAULA CITY COUNCIL

TUESDAY, SEPTEMBER 19, 2023

4:00 PM - City Council Special Meeting

SANTA PAULA CITY HALL
970 VENTURA STREET
SANTA PAULA, CA 93060

JULIE LATSHAW, CITY CLERK
DAN SINGER, CITY MANAGER
MONICA CASTILLO, INTERIM CITY ATTORNEY

BRINGING ITEMS BEFORE THE CITY COUNCIL

You are invited to participate in all Regular City Council meetings. Agendas are posted in the front of Santa Paula City Hall, 970 Ventura Street, Santa Paula, 72 hours in advance of the scheduled meetings. The City Council's regular meetings start at 6:30 p.m. the first and third Wednesday of each month in the City Hall Council Chambers located at 970 Ventura Street in Santa Paula. Special and Closed Sessions vary by date and time.

HOW TO PARTICIPATE IN PERSON DURING THE MEETING: If you wish to speak at a City Council meeting, please fill out a **Public Comment Form** noting your name and address and submit the form to the City Clerk. Include the Agenda item number you wish to speak on. Members of the public may address the Council on items on this agenda only. **Public Comments are limited to 3 minutes.**

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by three hours before the meeting date will be provided to the legislative body before the meeting. Public Comments received after, will be provided to the legislative body the next day.

Your Participation in this meeting is in the public domain; meetings are cablecast; minutes of this meeting will reflect your participation in this meeting and are posted on the city's website.

PLEASE NOTE: Be advised that if you bring a legal challenge to an action, you may be limited to raising only those issues you or someone else raised at the meeting described in this Agenda, or in written correspondence delivered to the City Council at or before the meeting. Any action is subject to the ninety-day time period set forth in Code of Civil Procedure § 1094.6.

In compliance with the **Americans with Disabilities Act**, if you need special assistance to participate in this meeting, please contact the City Clerk at (805) 933-4208. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35, 102-35.104 ADA Title II). Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office.

SPECIAL MEETING - COUNCIL CHAMBERS

1. CALL TO ORDER

REMINDER: in order to minimize distractions during public meetings, all personal communication devices should be turned off or put in a non-audible mode.

2. ROLL CALL

3. PUBLIC COMMENT

At this time, members of the public may comment on any item appearing on the agenda only. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. **Public Comments are limited to three minutes.**

4. CONSENT CALENDAR

Background information has been provided to the City Council on all matters listed under the Consent Calendar and these items are considered to be routine by the City Council and are normally approved by one motion. If discussion is requested by a Councilmember on any item, or a member of the public wishes to comment on an item, that item may be removed from the Consent Calendar for separate action.

4.A RESOLUTION NO. 7469 ACCEPTING EASEMENTS AND APPROVING A QUITCLAIM DEED RELATING TO REAL PROPERTY AT THE HARVEST AT LIMONEIRA SPORTS PARK AND EAST AREA 1

RECOMMENDATION:

1. Adopt Resolution No. 7469 to:
 - a. Approve and authorize recordation of a quitclaim deed for an unneeded easement;
 - b. Approve a grant of easement from the Master Corporation to the

- City for placement of electrical conduit at the Sports Park;
- c. Approve a grant of easement from the City to the Master Corporation for a storm drain basin and access road at the Sports Park;
- d. Approve a grant of easement from Lewis Limoneira to the City for an access road to the Well 7 site; and
- e. Accept a grant deed Lewis Limoneira to the City for the Well 7 site.
- 2. Authorize the City Manager to execute the deeds and requisite documents related to the deeds, and cause the same to be recorded; and
- 3. Authorize the City Manager, or designee, to make necessary modifications to the deeds prior to recording to meet legal requirements.

4.B **PURCHASE AGREEMENT FOR REAL PROPERTY AT 1435 EAST HARVARD BOULEVARD**
RECOMMENDATION:

Staff recommends that the City Council:

(1) Adopt Resolution No. 7481 to:

- a. Authorize the City Manager to enter into a Purchase and Sale Agreement approved by the City Attorney with Buck Adam Drew, substantively in the form presented, for the purchase of 0.55 acres of land located at 1435 Harvard Boulevard for \$525,000.00; and
- b. Authorize acceptance of the land pursuant to Government Code Section 27281.

5. **STUDY SESSION**

5.A **COUNCIL MANUAL OF PROCEDURAL GUIDELINES**
RECOMMENDATION:

Staff recommends Council continue the review of Council Manual of Procedural Guidelines.

6. **ADJOURNMENT**

State of California)-

County of Ventura)- ss

City of Santa Paula)-

I declare under penalty of perjury that I posted this City Council Agenda on the bulletin board near the front door of City Hall, 970 Ventura Street, Santa Paula, California.

On _____ at _____ Signed: _____

Julie Latshaw

City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: RESOLUTION NO. 7469 ACCEPTING EASEMENTS AND APPROVING A QUITCLAIM DEED RELATING TO REAL PROPERTY AT THE HARVEST AT LIMONEIRA SPORTS PARK AND EAST AREA 1

Date: September 19, 2023

Agenda Item: 4.A

RECOMMENDATION:

1. Adopt Resolution No. 7469 to:
 - a. Approve and authorize recordation of a quitclaim deed for an unneeded easement;
 - b. Approve a grant of easement from the Master Corporation to the City for placement of electrical conduit at the Sports Park;
 - c. Approve a grant of easement from the City to the Master Corporation for a storm drain basin and access road at the Sports Park;
 - d. Approve a grant of easement from Lewis Limoneira to the City for an access road to the Well 7 site; and
 - e. Accept a grant deed Lewis Limoneira to the City for the Well 7 site.
2. Authorize the City Manager to execute the deeds and requisite documents related to the deeds, and cause the same to be recorded; and
3. Authorize the City Manager, or designee, to make necessary modifications to the deeds prior to recording to meet legal requirements.

BACKGROUND:

The recommended action is necessary to implement the Amended and Restated Development Agreement (“Development Agreement”) between Limoneira Lewis Community Builders, LLC (“LLCB”) and the City of Santa Paula (“City”) governing the phased development of the Harvest at Limoneira (“Harvest”) residential community.

Pursuant to the Development Agreement, LLCB entered into the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easement for Harvest at Limoneira (“CC&Rs”) dated June 14, 2019 with homebuilders. The CC&Rs subject Harvest to the jurisdiction of Harvest at Limoneira Master Corporation (the “Master Corporation”), a California nonprofit public benefit corporation that was formed to manage the common property and establish rules among home owners. The Master Corporation is sometimes referred to as the Homeowners Association, or HOA. LLCB, the Master Corporation, and the City all hold respective property interests in Harvest.

This recommended action to adopt Resolution No. 7469 (**ATTACHMENT A**) is necessary for

LLCB's completion of the Santa Paula Creek Sports Park ("Sports Park") and its acceptance by the City, as well as to the maintenance and ownership of and access to Well No. 7, a drinking water supply source for Harvest residents, after its completion by LLCB and acceptance by the City.

Sports Park Electrical Conduit Easement

An easement from the Master Corporation to the City of Santa Paula in Parcel B of the Sports Park was recorded on June 21, 2019 (**ATTACHMENT B**) to cover electrical conduit leading to the Sports Park booster pump. A change in the location of this electrical conduit requires a quitclaim of the existing easement and recordation of a new easement to cover the new location of the conduit (**ATTACHMENT C**). This new easement deed will be accepted by the City with Council's approval of the Resolution.

Sports Park Storm Drain System

Section 3.1.1(a) of the Development Agreement requires Limoneira Lewis Community Builders, LLC (Limoneira Lewis) to construct the Sports Park. As part of the development, Limoneira Lewis has constructed a public storm drain system which conveys stormwater runoff through the site to a detention basin located just south of the center of the Sports Park (**See ATTACHMENTS D & E**). The City of Santa Paula owns the Sports Park parcel, but the Master Corporation will be responsible for maintenance of the storm drain basin and the access road leading to it from Santa Paula Street to the South. An easement is needed from the City to the Master Corporation for the basin and access road. This easement deed will be granted by the City with Council's approval of the Resolution.

Well 7 Drinking Water Supply

A number of well sites are needed to supply drinking water to the East Area 1 development. Well 7 will be constructed at the southern end of the future Santa Paula Creek Linear Park which runs along the western edge of the development (**See ATTACHMENT F**). An easement from LLCB to the City of Santa Paula is needed for the access road at the north end of the Well 7 site. This provides City staff with access to the Well 7 site from Harvest Loop to the East. This easement will be non-exclusive as Ventura County Watershed Protection District will use the same access road to access Santa Paula Creek to the West.

The Well 7 site itself will be granted in fee from LLCB to the City of Santa Paula. This will provide the City exclusive access to the Well 7 site once Well 7 is accepted as a City owned and operated facility. The Well 7 access road easement and grant deed will be accepted by the City with Council's approval of the Resolution.

ANALYSIS:

The Sports Park is scheduled for completion later in 2023. The three Sports Park easements will not be recorded until work is complete and as-built plans are filed and recorded by the City.

Well 7 is scheduled for completion sometime in early/mid 2024. The Well 7 easement and grant deed will not be recorded until work is complete and as-built plans are filed and recorded by the City.

Upon inspection conducted by the City's staff and project manager (Willdan) and the engineers of record, construction must be deemed to have been completed in substantial conformance with the approved construction plans and specifications before acceptance of the Sports Park and Well 7.

The 1-year warranty period begins on the formal acceptance date of the completed improvements. The warranty requires that the developer guarantee the work and address any defects in workmanship and materials.

STRATEGIC PLAN:

Approval of this item supports the City Council's two-year Strategic Plan goal: Maintain and develop the City's infrastructure to be safe, sustainable, innovative and cost-efficient, under Section C. Infrastructure, Transportation & Mobility by providing required easements for future water and park infrastructure facilities in the Harvest at Limoneira community.

FISCAL IMPACTS:

There are no direct fiscal impacts associated with this action.

OPTIONS:

In addition to the recommended action, the Council has the following available alternative option:

1. The Council can decline to adopt the Resolution. Doing so, however, may result in further delay on the project and additional administrative and project management costs to LLCB.

ATTACHMENTS:

[ATTACHMENT A - Reso 7469 Approving Easements and Grant Deeds \(Sports Park & Well 7\)](#)

[ATTACHMENT B - Parcel B Utility Deed](#)

[ATTACHMENT C - Parcel B Sketch conduit feed to booster pumps.pdf](#)

[ATTACHMENT D - Sports Park Storm Basin Approved Plans.pdf](#)

[ATTACHMENT E - Sketch of Size & Location of All Easements.pdf](#)

[ATTACHMENT F - Sketch Well 7 Easements.pdf](#)

RESOLUTION NO. 7469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ACCEPTING EASEMENTS AND APPROVING A QUITCLAIM DEED RELATING TO REAL PROPERTY AT THE HARVEST AT LIMONEIRA SPORTS PARK AND EAST AREA 1

The City Council for the City of Santa Paula hereby resolves as follows:

Section 1: The City Council finds and declares as follows:

A. Pursuant to the First Amended and Restated Development Agreement, dated February 26, 2015, Limoneira Lewis Community Builders, LLC, (“LLCB”) as amended (“Development Agreement”), LLCB is required to fulfill certain obligations to develop a master-planned residential development in Santa Paula, California (the “Development”).

B. The Development includes up to 1,500 residential units, an estimated 240,000 square feet of office, retail, light industrial and assisted living facilities, 19 acres for educational and other civic facilities and approximately 223 acres of undeveloped land including open space and agricultural preserves, parks and greenways located North of East Telegraph Road, at Hallock Drive, and identified as Assessor's Parcel Numbers 040- 0- 180- 565, 040- 0- 180- 435, and 107-0- 200- 115 (“Property”).

C. Pursuant to the Development Agreement, LLCB, as Declarant, and homebuilders Lennar Homes of California Inc., a California corporation, and KB Home Greater Los Angeles, Inc., a California corporation entered into that certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easement for Harvest at Limoneira (“CC&Rs”) dated June 14, 2029 and recorded July 23, 2019 as Document No. 20190723-0008321-0 in the Official Records of the County of Ventura Recorder’s Office.

D. The CC&Rs subject the Development to the jurisdiction of Harvest at Limoneira Master Corporation (“Master Corporation”), a California nonprofit public benefit corporation formed to manage and maintain the common property of the Development, as described therein (“Master Common Property”), for the general welfare of the Development’s property owners.

E. Acting through its Board of Directors (“Board”), the Master Corporation has the power to grant exclusive or nonexclusive easements, licenses, permits, leases, rights of way or fee simple title interests in area(s) within the Master Common Property referred to in the CC&Rs as the “Master Common Area”.

F. The Master Corporation, LLCB, and City hold respective interests in the Property.

G. Such interests in the Property are more fully described in the Easement and Grant Deeds attached as Exhibits 1- 5 to this Resolution (collectively, the “Deeds”);

H. Execution of the Deeds is necessary to carry out the terms of the Development Agreement; and

I. All legal prerequisites to the acceptance and/or granting of the Deeds and the adoption of this Resolution have occurred.

Section 2. The Quitclaim Deed attached hereto as **Exhibit 1** conveying an interest in a portion of Parcel B, Tract No. 5854 therein described from the City to the Master Corporation is hereby approved.

Section 3. The Electrical Conduit Easement attached hereto as **Exhibit 2** conveying that portion of Parcel B, Tract No. 5854 therein described from the Master Corporation to the City, subject to certain covenants, conditions and restrictions is hereby accepted and approved.

Section 4. The Storm Drain Easement Deed attached hereto as **Exhibit 3** conveying those portions of Parcel B of Parcel Map Waiver No. 536-LLA-21-01, also being portions of Parcel F and Parcel C1 of Tract No. 5854, therein described from the City to the Master Corporation, subject to certain covenants, conditions and restrictions is hereby approved.

Section 5. The Easement Deed (Access Road) attached hereto as **Exhibit 4** conveying that portion of Parcel G of Tract No. 5854 therein described from LLCB to the City of Santa Paula, subject to certain covenants, conditions and restrictions is hereby accepted and approved.

Section 6. The Grant Deed (Well No. 7 Site) attached hereto as **Exhibit 5** conveying that portion of Parcel G of Tract No. 5854 therein described from the LLCB to the City of Santa Paula is hereby accepted and approved.

Section 7. The City Manager is hereby authorized to execute each Deed and any and all documents necessary to consummate the acceptance and/or transfer of City's or Master Corporations interest in the real property, as the case maybe, described in the Deeds on behalf of the City. The City Manager, or designee, is authorized to make modifications to the Deeds necessary to meet legal requirements prior to recording.

Section 8. The City Clerk shall certify the adoption of this Resolution and will cause the fully executed Deeds to be recorded in the Office of the County Recorder. The Deeds will not be recorded until after the Santa Paula Creek

Sports Park and Well No. 7 are completed and as-built plans are filed and recorded by the City.

PASSED, APPROVED AND ADOPTED this 19th day of September, 2023.

Andy Sobel, Mayor

ATTEST:

Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

Monica Castillo, Interim City Attorney

EXHIBIT 1

RECORDING REQUESTED BY AND
WHEN RECORDED MAILED TO:

City Clerk
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

Mail tax statement to: N/A

Space Above This Line for Recorder's Use Only

APN: 107-0-230-205

R&T: NO APPARENT VALUE
No fee per Govt. Code § 27383

QUITCLAIM DEED

THE CITY OF SANTA PAULA, a California municipal corporation, herein called "Grantor," does hereby **REMISE, RELEASE** and **QUITCLAIM** to **HARVEST AT LIMONEIRA MASTER CORPORATION**, a **California nonprofit public benefit corporation**, herein called "Grantee," that certain easement and right-of-way for, and those appurtenances and uses commonly associated therewith, though, in, on, over, above, under and across that certain portion of real property located in the City of Santa Paula, County of Ventura, State of California, more particularly described as follows:

See legal description described in **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto and made a part hereof.

which Grantor acquired by way of that Easement Deed, recorded as Document Number 20190725-00084154-0, on July 25, 2019 in the Official Records of the County of Ventura, California. This Quitclaim Deed and the provisions contained herein shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective heirs, administrators, personal representatives, executors, devisees, successors and assigns.

IN WITNESS WHEREOF, this instrument has been executed on this ____ day of _____, 2023.

THE CITY OF SANTA PAULA,
a California municipal corporation

By: _____

Title: Dan Singer, City Manager

Attested by: _____

Title: Julie Latshaw, City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
PUBLIC UTILITY EASEMENT

That portion of Parcel B, Tract No. 5854 in the City of Santa Paula, County of Ventura, State of California as per Map recorded on December 20, 2017 in Book 165, at Page 83 of Miscellaneous Records, (Maps) in the Office of the County Recorder of said County; described as follows:

Beginning at the southerly terminus of that certain curve labeled as C15 on Sheet 10 of said Map, near the most southerly corner of said Parcel B, having a radius of 10.00 feet and a length of 13.74 feet, said point also lying on the northwesterly line the 15.50 foot wide Public Pedestrian Access and Utility Easement to the City of Santa Paula, dedicated on said Map; said point also being the beginning of a non-tangent curve concave westerly having a radius of 10.00 feet, a radial line from said point bears North 63°04'51" West; thence along said curve,

- 1st Northeasterly, northerly and northwesterly through a central angle of 78°43'54", an arc distance of 13.74 feet to the beginning of a reverse curve concave easterly having a radius of 251.00 feet; thence along said curve,
- 2nd Northwesterly and northerly through a central angle of 65°36'24", an arc distance of 287.41 feet; thence radial to last curve,
- 3rd South 76°12'21" East, a distance of 10.00 feet to the beginning of a non-tangent curve concave easterly having a radius of 241.00 feet, a radial line from said point bears South 76°12'21" East; thence along said curve,
- 4th Southerly and Southeasterly through a central angle of 67°04'48", an arc distance of 282.15 feet to the northwesterly line of said Public Pedestrian Access and Utility Easement; thence along said northwesterly line,
- 5th South 26°55'09" West, a distance of 18.48 feet to the **Point of Beginning**.

Contains: 2,902 Square Feet, more or less.

The above described Strip of land is delineated on the attached Exhibit B.

William T. Hurdle

William T. Hurdle
PLS 5453

12-7-2022

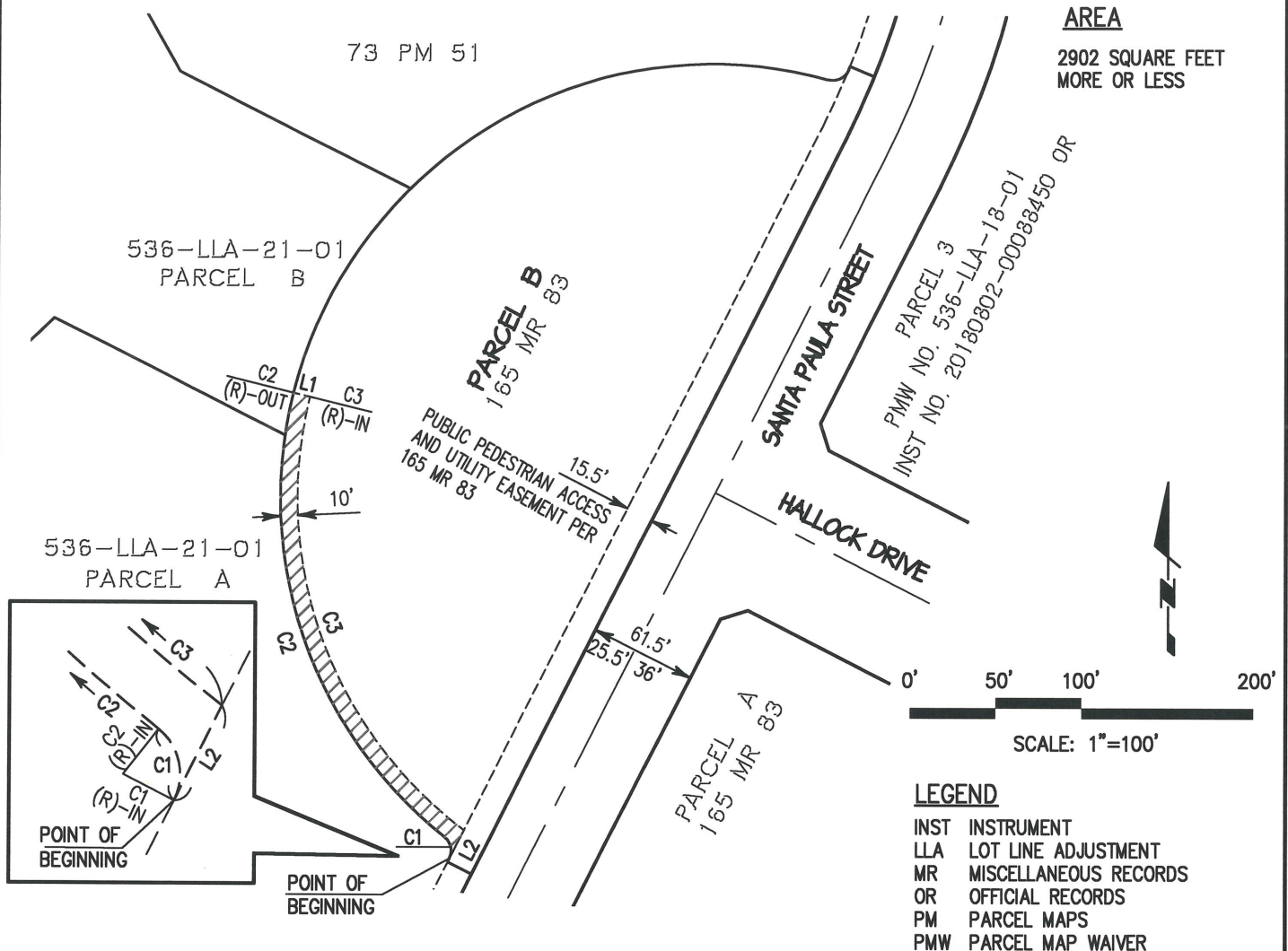
Date



EXHIBIT "B"

SHEET 1 OF 1

PUBLIC UTILITY EASEMENT



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	RADIAL BEARING-IN	RADIAL BEARING-OUT
C1	78°43'54"	10.00'	13.74'	N63°04'51"W	S38°11'15"W
C2	65°36'24"	251.00'	287.41'	N38°11'15"E	S76°12'21"E
C3	67°04'48"	241.00'	282.15'	S76°12'21"E	N36°42'52"E

LINE DATA

LINE	BEARING	DISTANCE
L1	S76°12'21"E	10.00'
L2	S26°55'09"W	18.48'

HATCHED AREA DENOTES LAND
DESCRIBED IN THE ATTACHED
EXHIBIT "A"

WILLIAM T. HURDLE
PLS 5453

DATE

William T. Hurdle 12-7-2022



EXHIBIT 2

RECORDING REQUESTED BY

CITY OF SANTA PAULA

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX IS NOT APPLICABLE.
NO FEE PER GOVERNMENT CODE 6103

A.P.N. _____

ELECTRICAL CONDUIT EASEMENT

By this instrument dated _____ 2023, for valuable consideration, receipt of which is hereby acknowledged,

HARVEST AT LIMONEIRA MASTER CORPORATION, a California nonprofit public benefit corporation ("**Grantor**"), hereby GRANTS to

The CITY OF SANTA PAULA, a municipal corporation of the State of California ("**Grantee**") a perpetual non-exclusive easement and right-of-way ("**Easement**") through, in, on, over, above, under and across the Easement Area (as defined below) for ELECTRICAL CONDUIT EASEMENT purposes, and those appurtenances and uses commonly associated therewith. The property subject to this Easement ("**Easement Area**") is located on certain portion of Grantor's real property situated in the City of Santa Paula, County of Ventura, State of California, more particularly described on Exhibit "A" and illustrated on Exhibit "B", attached hereto and made a part hereof by this reference.

Grantor reserves for itself and its successors and assigns the right to use and enjoy the surface of the Easement Area for all purposes that do not interrupt Grantee's exercise of its rights hereunder, provided, however, neither Grantor nor its heirs and assigns, shall not construct, place or maintain, or permit the construction, placement or maintenance of any building, structure (either permanent or temporary) or any other obstruction on or about the Easement Area. Grantee and its respective contractors, agents, representatives, and employees shall have the right to enter onto the Easement Area to remove any such obstructions, at Grantor's cost and expense.

The Easement and the rights described herein are perpetual and for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantees, their successors or assigns, whenever and wherever necessary for the purposes above set forth. The Easement and the rights described herein may be transferred or assigned by Grantee, in whole or in part. Grantor and Grantees, but not their respective transferees, shall, from and after the transfer of all or a portion of their property interests, be released from all obligations hereunder which accrue with respect to said property interests after the date of such transfer.

This Easement and the rights and obligations of Grantor and Grantees as described herein shall run with the land pursuant to California Civil Code section 1468 and be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantees.

In the event of any controversy, claim, or dispute arising out of or relating to this Easement or the alleged breach thereof, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, to its reasonable attorneys' fees and costs.

This instrument may be executed in one or more counterparts, all of which taken together shall be deemed one original. It is understood and agreed that until this document is fully executed and delivered by both Grantor and Grantee, there is not and shall not be an agreement of any kind between the parties upon which any commitment, undertaking or obligation can be based.

“Grantor”

HARVEST AT LIMONEIRA MASTER CORPORATION
a California nonprofit public benefit corporation

By: _____

Name: David Lauletta

Its: President

“Grantee”

CITY OF SANTA PAULA,
a California municipal corporation

By: _____

Name: Dan Singer

Its: City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code §27281, this is to certify that the interest in real property conveyed by the Well No. 7 Access Easement (Shared Access Road) dated _____, 2023, from HARVEST AT LIMONEIRA MASTER CORPORATION, a California nonprofit public benefit corporation (“Grantor”) to the City of Santa Paula, a municipal corporation, (“City/Grantee”) , is hereby accepted by order of the undersigned on behalf of the City pursuant to the authority conferred by City Council Resolution No. _____, and Grantee consents to the recordation thereof by its duly authorized officer.

DATED: _____, 2023

CITY OF SANTA PAULA

By: _____
Dan Singer, City Manager

ATTEST:

Julie Latshaw, City Clerk
(seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
PUBLIC UTILITY EASEMENT

That portion of Parcel B, Tract No. 5854 in the City of Santa Paula, County of Ventura, State of California as per Map recorded on December 20, 2017 in Book 165, at Page 83 of Miscellaneous Records, (Maps) in the Office of the County Recorder of said County; described as follows:

Beginning at the southerly terminus of that certain curve labeled as C15 on Sheet 10 of said Map, near the most southerly corner of said Parcel B, having a radius of 10.00 feet and a length of 13.74 feet, said point also lying on the northwesterly line the 15.50 foot wide Public Pedestrian Access and Utility Easement to the City of Santa Paula, dedicated on said Map; said point also being the beginning of a non-tangent curve concave westerly having a radius of 10.00 feet, a radial line from said point bears North 63°04'51" West; thence along said curve,

- 1st Northeasterly, northerly and northwesterly through a central angle of 78°43'54", an arc distance of 13.74 feet to the beginning of a reverse curve concave easterly having a radius of 251.00 feet; thence along said curve,
- 2nd Northwesterly and northerly through a central angle of 65°36'24", an arc distance of 287.41 feet; thence radial to last curve,
- 3rd South 76°12'21" East, a distance of 10.00 feet to the beginning of a non-tangent curve concave easterly having a radius of 241.00 feet, a radial line from said point bears South 76°12'21" East; thence along said curve,
- 4th Southerly and Southeasterly through a central angle of 67°04'48", an arc distance of 282.15 feet to the northwesterly line of said Public Pedestrian Access and Utility Easement; thence along said northwesterly line,
- 5th South 26°55'09" West, a distance of 18.48 feet to the **Point of Beginning**.

Contains: 2,902 Square Feet, more or less.

The above described Strip of land is delineated on the attached Exhibit B.

William T. Hurdle

William T. Hurdle
PLS 5453

12-7-2022

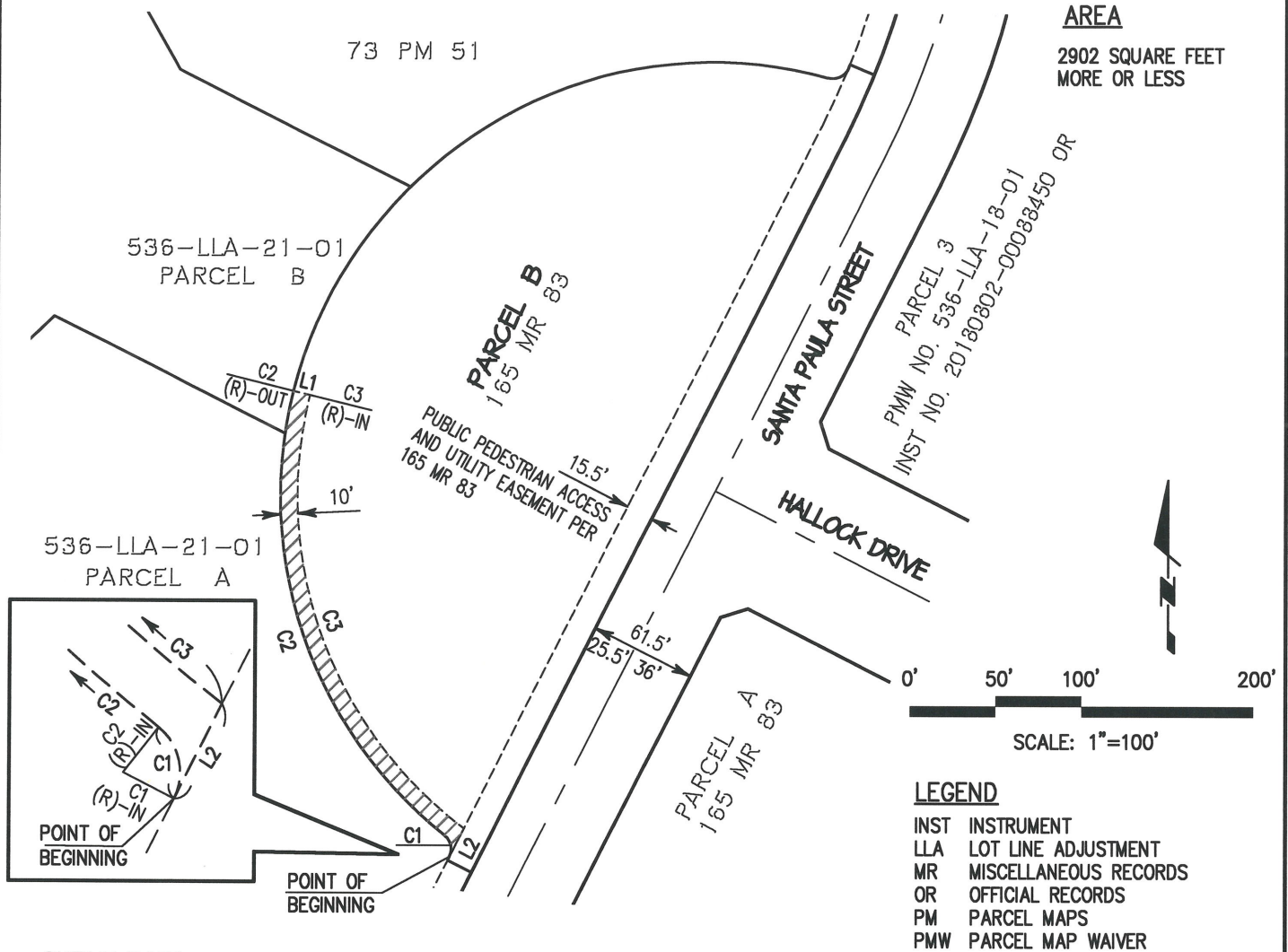
Date



EXHIBIT "B"

SHEET 1 OF 1

PUBLIC UTILITY EASEMENT



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	RADIAL BEARING-IN	RADIAL BEARING-OUT
C1	78°43'54"	10.00'	13.74'	N63°04'51"W	S38°11'15"W
C2	65°36'24"	251.00'	287.41'	N38°11'15"E	S76°12'21"E
C3	67°04'48"	241.00'	282.15'	S76°12'21"E	N36°42'52"E

LINE DATA

LINE	BEARING	DISTANCE
L1	S76°12'21"E	10.00'
L2	S26°55'09"W	18.48'

HATCHED AREA DENOTES LAND
DESCRIBED IN THE ATTACHED
EXHIBIT "A"

WILLIAM T. HURDLE
PLS 5453

DATE

William T. Hurdle 12-7-2022



EXHIBIT 3

RECORDING REQUESTED BY

CITY OF SANTA PAULA

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX IS NOT APPLICABLE.
NO FEE PER GOVERNMENT CODE 6103

STORM DRAIN EASEMENT DEED

By this instrument dated _____ 2023, for valuable consideration, receipt of which is hereby acknowledged,

The CITY OF SANTA PAULA, a municipal corporation of the State of California ("**Grantor**"), hereby GRANTS to

The HARVEST AT LIMONEIRA MASTER CORPORATION, a California nonprofit public benefit corporation, ("**Grantee**") its successors or assigns, a perpetual non-exclusive easement and right-of-way ("**Easement**") through, in, on, over, above, under and across the Easement Area (as defined below) for STORM DRAIN EASEMENT purposes, and those appurtenances and uses commonly associated therewith. The property subject to this Easement ("**Easement Area**") is located on certain portion of Grantor's real property situated in the City of Santa Paula, County of Ventura, State of California, more particularly described on Exhibit "A" and illustrated on Exhibit "B", attached hereto and made a part hereof by this reference.

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" AND A DEPICTION THEREOF MARKED EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREBY REFERENCED.

The easement rights granted herein include the following: (a) the right of ingress and egress, from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with grantor's reasonable use of its remainder property; (b) the right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, and beside said easement and right-of-way; and (c) the right to deposit tools, implements and material there on, (d) the rights granted herein are for the benefit of the Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by Grantee, its successors or assigns, whenever and wherever necessary for the purposes above set forth.

The Easement Area is encumbered by that certain Limoneira Stormwater Facilities Access and Maintenance Agreement ("**Maintenance Agreement**") between Grantee and Grantor, dated April 11, 2019 and recorded on May 31, 2019 as Document No. 20190531-00059934-0 in the Official Records of the Ventura County Recorder's Office. Grantee reaffirms its obligations with respect to Stormwater Facilities and Covenant Facilities (as those terms are defined in the Maintenance Agreement) to the extent such improvements are located within the Easement Area.

The Easement and the rights described herein are perpetual and for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantees, their successors or assigns, whenever and wherever necessary for the purposes above set forth. The Easement and the rights described herein may be transferred or assigned by Grantee, in whole or in part. Grantor and Grantee, but not their respective transferees, shall, from and after the transfer of all or a portion of their property interests, be released from all obligations hereunder which accrue with respect to said property interests after the date of such transfer.

This Easement and the rights and obligations of Grantor and Grantee as described herein shall run with the land pursuant to California Civil Code section 1468 and be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee.

In the event of any controversy, claim, or dispute arising out of or relating to this Easement or the alleged breach thereof, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, to its reasonable attorneys' fees and costs.

This instrument may be executed in one or more counterparts, all of which taken together shall be deemed one original. It is understood and agreed that until this document is fully executed and delivered by both Grantor and Grantee, there is not and shall not be an agreement of any kind between the parties upon which any commitment, undertaking or obligation can be based.

“Grantor”

CITY OF SANTA PAULA,
a California municipal corporation

By: _____

Name: Dan Singer

Its: City Manager

“Grantee”

HARVEST AT LIMONEIRA MASTER CORPORATION
a California nonprofit public benefit corporation

By: _____

Name: David Lauletta

Its: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
(STORM DRAIN EASEMENT)

Those portions of Parcel B of Parcel Map Waiver No. 536-LLA-21-01 in the City of Santa Paula, County of Ventura, State of California recorded on _____, 20____ as Instrument No. _____, also being portions of Parcel F and Parcel C1 of Tract No. 5854, per map recorded on December 20, 2017 in Book 165, at Page 83 of Miscellaneous Records (Maps), both in the Office of the County Recorder of said County, described as follows:

Parcel 1

Beginning at the northeasterly terminus of that certain line common to Parcels A and B of said Parcel Map Waiver shown as having the bearing and distance (*S45°19'45"W 686.59 feet*); thence leaving said common line,

- 1st North 26°57'46" East, a distance of 16.04 feet to the beginning of a non-tangent curve, concave westerly having a radius of 21.00 feet, a radial line from said point bears North 47°21'08" West; thence along said curve,
- 2nd Northeasterly, northerly and northwesterly through a central angle of 119°17'16", an arc distance of 43.72 feet to a point hereinafter referred to as **Point A**; thence continuing along said curve,
- 3rd Westerly through a central angle of 12°59'15", an arc distance of 4.76 feet to the beginning of a reverse curve, concave northeasterly having a radius of 45.00 feet; thence along said curve,
- 4th Northwesterly through a central angle of 58°51'00", an arc distance of 46.22 feet to the beginning of a reverse curve, concave southwesterly having a radius of 21.00 feet; thence along said curve,
- 5th Northwesterly through a central angle of 47°25'10", an arc distance of 17.38 feet to the beginning of a reverse curve, concave northeasterly having a radius of 26.75 feet; thence along said curve,
- 6th Northwesterly through a central angle of 42°08'04", an arc distance of 19.68 feet a point hereinafter referred to as **Point B**; thence continuing along said curve,
- 7th Northerly through a central angle of 66°53'43", an arc distance of 31.24 feet; thence,
- 8th North 63°13'23" West, a distance of 58.72 feet to a point hereinafter referred to as **Point C**; thence continuing along said line,
- 9th North 63°13'23" West, a distance of 41.56 feet to the beginning of a non-tangent curve, concave northwesterly having a radius of 41.50 feet, a radial line from said point bears North 72°28'39" West; thence along said curve,

- 10th Southwesterly through a central angle of $88^{\circ}03'36''$, an arc distance of 63.78 feet; thence,
11th South $27^{\circ}09'03''$ West, a distance of 78.94 feet; thence,
12th South $27^{\circ}38'00''$ West, a distance of 41.62 feet; thence,
13th South $29^{\circ}56'15''$ West, a distance of 44.88 feet; thence,
14th South $32^{\circ}18'28''$ West, a distance of 38.51 feet; thence,
15th South $34^{\circ}41'40''$ West, a distance of 47.46 feet; thence,
16th South $35^{\circ}32'48''$ West, a distance of 369.20 feet; thence,
17th South $34^{\circ}27'18''$ East, a distance of 95.74 feet to a line that is parallel with, and distant 14.00 feet westerly of, the westerly line said Parcel A; thence along said parallel line,
18th South $03^{\circ}14'22''$ East, a distance of 345.68 feet to the northerly line of *Santa Paula Street* (61.50' feet wide); thence along said northerly line,
19th North $87^{\circ}15'10''$ East, a distance of 14.00 feet to the westerly line of said Parcel A; thence along the common boundary between said Parcels A and B by the following two courses,
20th North $03^{\circ}14'22''$ West, a distance of 320.27 feet; thence,
21st North $45^{\circ}19'45''$ East a distance of 686.59 feet to the **Point of Beginning**.

Contains: 131,809 Square Feet, 3.03 Acres.

Strip 1

A Strip of land 15.00 feet wide, lying 7.50 feet on each side of the following described centerline:

Beginning at the hereinbefore described **Point A**; thence,

- 1st North $72^{\circ}02'54''$ East, a distance of 167.62 feet to the northeasterly line of said Parcel B.

The sidelines of Strip 1 shall be prolonged or shortened so as to begin at said Parcel 1 (described above) and end at the northeasterly line of said Parcel B.

Contains: 2,590 Square Feet.

Strip 2

A Strip of land 15.00 feet wide, lying 7.50 feet on each side of the following described centerline:

Beginning at the hereinbefore described **Point B**; thence,

1st North 75°52'48" East, a distance of 171.84 feet to the northeasterly line of said Parcel B.

The sidelines of Strip 2 shall be prolonged or shortened so as to begin at said Parcel 1 (described above) and end at the northeasterly line of said Parcel B.

Contains: 2,571 Square Feet.

Strip 3

A Strip of land 15.00 feet wide, lying 7.50 feet on each side of the following described centerline:

Beginning at the hereinbefore described **Point C**; thence,

1st North 30°07'26" East, a distance of 157.34 feet; thence,

2nd North 59°02'04" East, a distance of 36.69 feet to the northeasterly line of said Parcel B.

The sidelines of Strip 3 shall be prolonged or shortened so as to begin at said Parcel 1 (described above) and end at the northeasterly line of said Parcel B.

Contains: 2,910 Square Feet.

The above described Parcel and Strips of land are delineated on the attached Exhibit B.

William T. Hurdle

William T. Hurdle
PLS 5453

12-12-2022

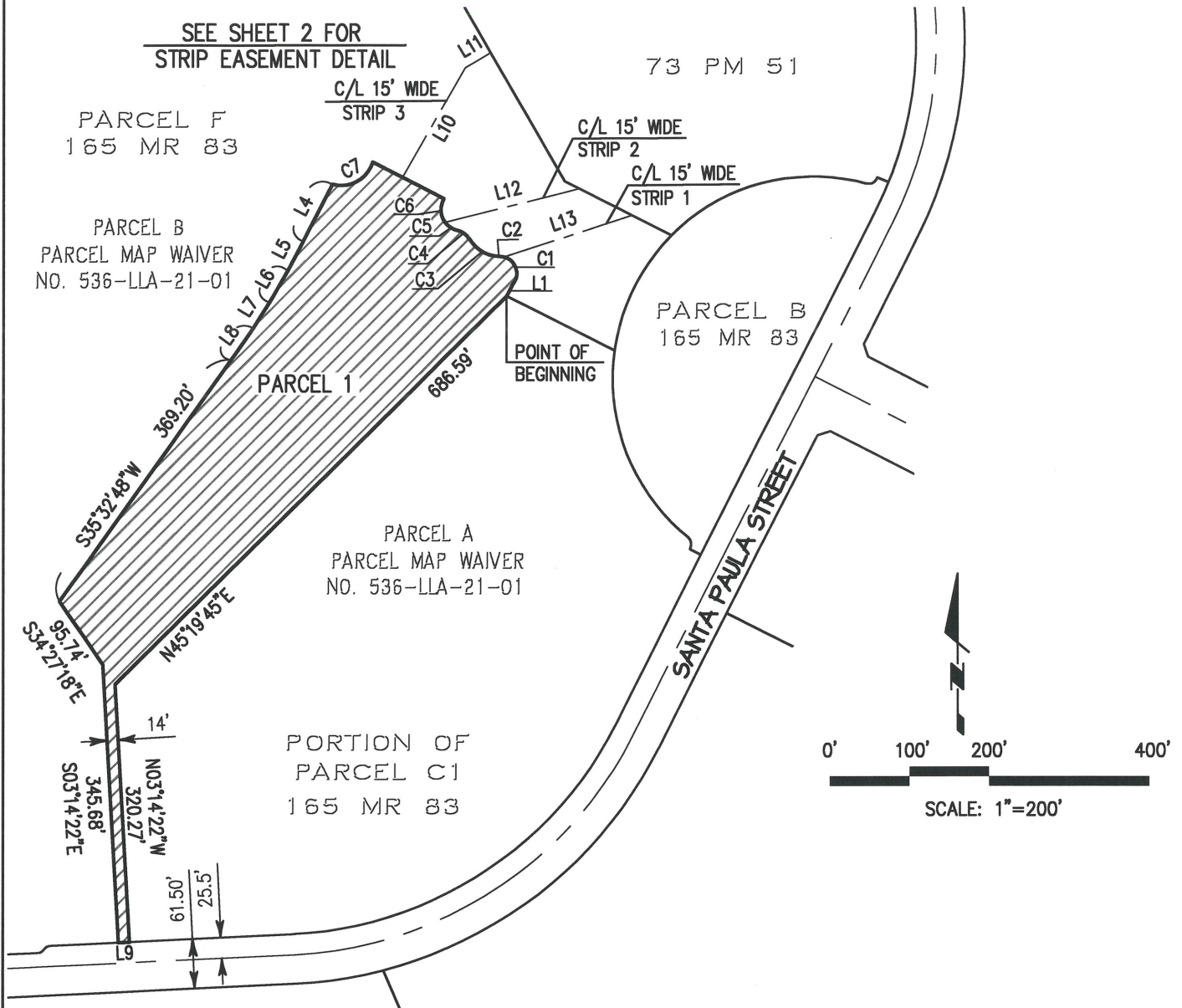
Date



EXHIBIT "B"

(STORM DRAIN EASEMENT)

SHEET 1 OF 2



LEGEND

C/L CENTERLINE
 LLA LOT LINE ADJUSTMENT
 MR MISCELLANEOUS RECORDS
 PM PARCEL MAP

LINE AND CURVE DATA, ACREAGE ON SHEET 2

HATCHED AREA AND CENTERLINES DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

William T. Hurdle 12-12-2022

WILLIAM T. HURDLE
 PLS 5453

DATE



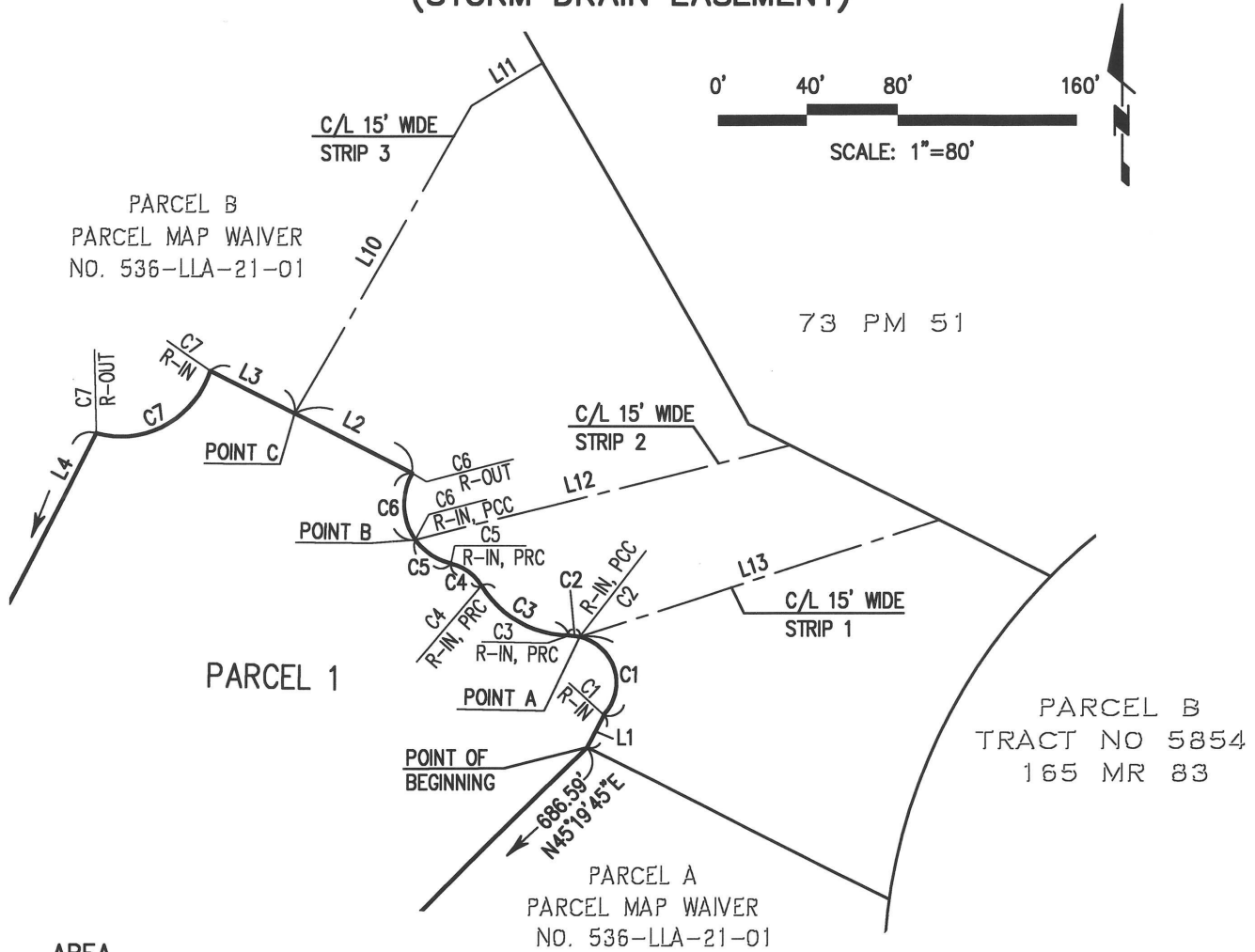
JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

4521 Ex B Storm Drain Esmt. Par B LLA.dwg

EXHIBIT "B"

(STORM DRAIN EASEMENT)

SHEET 2 OF 2



AREA

PARCEL 1
131,799 SQUARE FEET / 3.03 ACRES

STRIP 1
2590 SQUARE FEET

STRIP 2
2571 SQUARE FEET

STRIP 3
2910 SQUARE FEET

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	R-IN	R-OUT
C1	119°17'16"	21.00'	43.72'	N47°21'08"W	
C2	12°59'15"	21.00'	4.76'	S13°21'36"W	
C3	58°51'00"	45.00'	46.22'	N00°22'20"E	
C4	47°25'10"	21.00'	17.38'	S59°13'21"W	
C5	42°08'04"	26.75'	19.68'	N11°48'10"E	
C6	66°53'43"	26.75'	31.24'	N53°56'14"E	S59°10'02"E
C7	88°03'36"	41.50'	63.78'	N72°28'39"W	N15°34'57"E

LINE DATA

LINE	BEARING	DISTANCE
L1	N26°57'46"E	16.04'
L2	N63°13'23"W	58.72'
L3	N63°13'23"W	41.56'
L4	S27°09'03"W	78.94'
L5	S27°38'00"W	41.62'
L6	S29°56'15"W	44.88'
L7	S32°18'28"W	38.51'
L8	S34°41'40"W	47.46'
L9	N87°15'10"E	14.00'
L10	N30°07'26"E	157.34'
L11	N59°02'04"E	36.69'
L12	N75°52'48"E	171.84'
L13	N72°02'54"E	167.62'

EXHIBIT 4

RECORDING REQUESTED BY

CITY OF SANTA PAULA

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX IS NOT APPLICABLE.
NO FEE PER GOVERNMENT CODE 6103

WELL NO. 7 ACCESS EASEMENT (Access Road)

By this instrument dated _____ 2023, for valuable consideration, receipt of which is hereby acknowledged,

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("**Grantor**"), hereby GRANTS to

The CITY OF SANTA PAULA, a municipal corporation of the State of California ("**Grantee**"), a non-exclusive easement ("**Easement**") in, over, upon, under and across the Easement Area (defined below), for the purpose of providing Grantee pedestrian and vehicular ingress and egress from Harvest Loop to a well site referred to as Well No. 7 for the purpose of operating and maintaining the well and associated pipelines, conduits, and utilities and providing. The property subject to this Easement ("**Easement Area**") is located in the City of Santa Paula, County of Ventura, State of California, and is legally described in Exhibit "A" and shown in Exhibit "B", attached hereto and by this reference incorporated herein.

Grantor will ensure that the Easement Area is available for access and will coordinate with Grantee to provide to Grantee any applicable gate or security codes to allow passage across the Easement Area through entry or access gates on Grantor's property, if any. The Easement Area may be subject to such reasonable traffic controls as may be agreed upon by the parties.

Grantor reserves for itself and its successors and assigns the right to use and enjoy the surface of the Easement Area for all purposes that do not interrupt Grantee's exercise of their rights hereunder, provided, however, neither Grantor nor its heirs and assigns, shall not construct, place or maintain, or permit the construction, placement or maintenance of any building, structure (either permanent or temporary) or any other obstruction on or about the Easement Area. Grantee and its respective contractors, agents, representatives, and employees shall have the right to enter onto the Easement Area to remove any such obstructions, at Grantor's cost and expense.

The Easement and the rights described herein are perpetual and for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, its successors or assigns, whenever and wherever necessary for the purposes above set forth. The Easement and the rights described herein may be transferred or assigned by Grantee, in whole or in part. Grantor and Grantee, but not their respective transferees, shall, from and after the transfer of all or a portion of their property interests, be released from all obligations hereunder which accrue with respect to said property interests after the date of such transfer.

This Easement and the rights and obligations of Grantor and Grantee as described herein shall run with the land pursuant to California Civil Code section 1468 and be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee.

In the event of any controversy, claim, or dispute arising out of or relating to this Easement or the alleged breach thereof, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, to its reasonable attorneys' fees and costs.

This instrument may be executed in one or more counterparts, all of which taken together shall be deemed one original. It is understood and agreed that until this document is fully executed and delivered by both Grantor and Grantee, there is not and shall not be an agreement of any kind between the parties upon which any commitment, undertaking or obligation can be based.

“Grantor”

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC
a Delaware limited liability company

By: LEWIS SANTA PAULA MEMBER, LLC,
a Delaware limited liability company,
Its Manager

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation,
Its Manager

By: _____
Name: David Lauletta
Its: Vice President Regional Planned Communities

“Grantee”

CITY OF SANTA PAULA,
a California municipal corporation

By: _____

Name: Dan Singer

Its: City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code §27281, this is to certify that the interest in real property conveyed by the Well No. 7 Access Easement (Shared Access Road) dated _____, 2023, from LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company (“Grantor”) to the City of Santa Paula, a municipal corporation, (“City/Grantee”) , is hereby accepted by order of the undersigned on behalf of the City pursuant to the authority conferred by City Council Resolution No. _____, and Grantee consents to the recordation thereof by its duly authorized officer.

DATED: _____, 2023

CITY OF SANTA PAULA

By: _____
Dan Singer, City Manager

ATTEST:

Julie Latshaw, City Clerk
(seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
WELL SITE ACCESS EASEMENT

That portion Parcel G of Tract No. 5854, in the City of Santa Paula, County of Ventura, State of California, per map recorded on December 20, 2017, in Book 165 at Page 83 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County, described as follow

Commencing at the southerly terminus of the westerly line of **Harvest Loop** (41.00 feet wide), shown as having the bearing and distance of [N20°10'44"W, 250.00] on Sheet 11 of said Map; thence along said line westerly line, North 20°10'44" West, a distance of 183.83 feet to the **Point of Beginning**; thence at right angles,

- 1st South 69°49'16" West, a distance of 129.25 feet; thence at right angles,
- 2nd North 20°10'44" West, a distance of 28.00 feet; thence at right angles,
- 3rd North 69°49'16" East, a distance of 129.25 feet to said westerly line of **Harvest Loop**; thence along said westerly line,
- 4th South 20°10'44" East, a distance of 28.00 feet to the **Point of Beginning**.

Contains: 3,619 Square Feet, 0.083 Acres, more or less.

The above described parcel of land is delineated on the attached Exhibit B.

William T. Hurdle
William T. Hurdle
PLS 5453

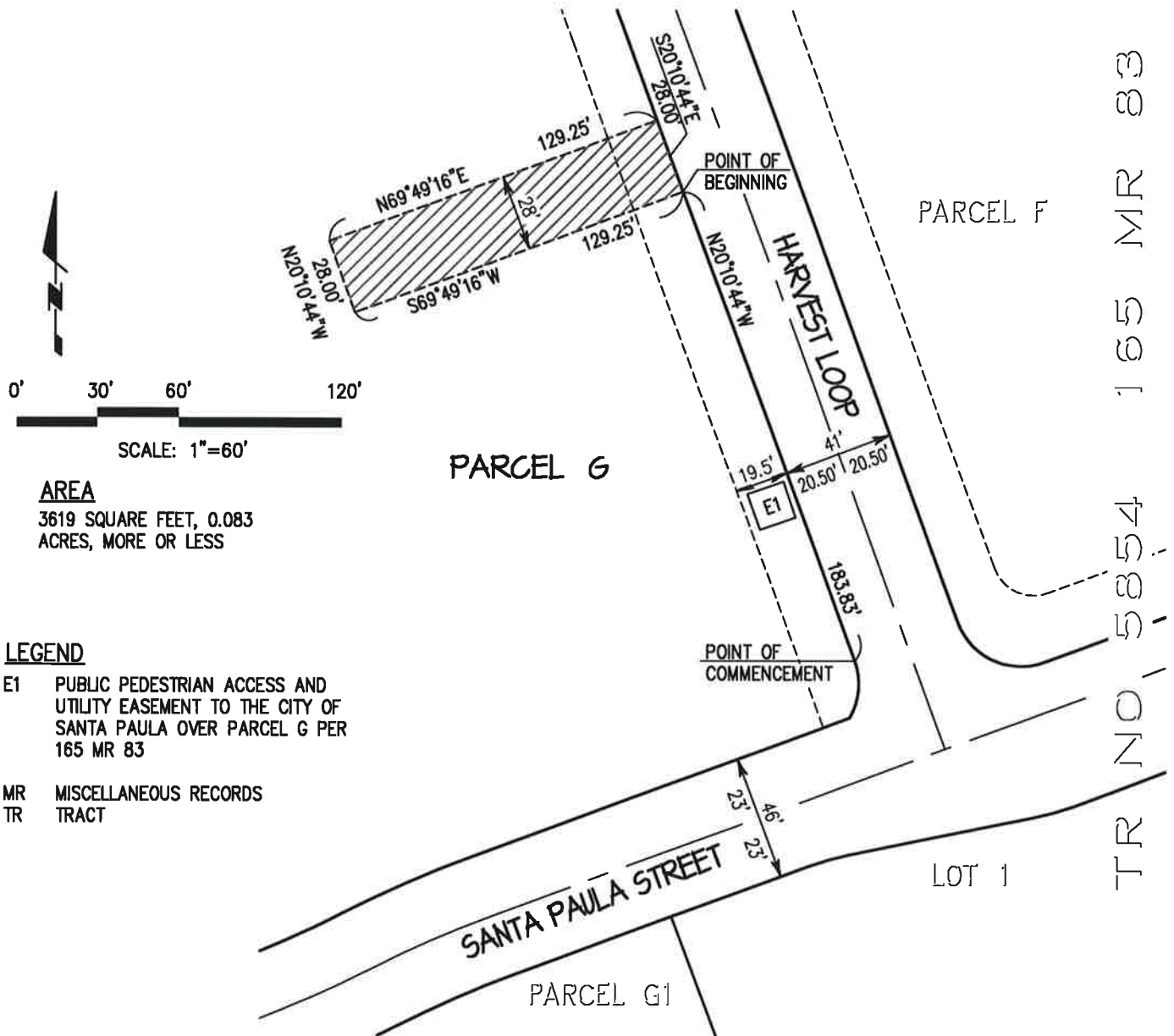
4-3-2023
Date



EXHIBIT "B"

SHEET 1 OF 1

WELL SITE ACCESS EASEMENT



LEGEND

- E1 PUBLIC PEDESTRIAN ACCESS AND UTILITY EASEMENT TO THE CITY OF SANTA PAULA OVER PARCEL G PER 165 MR 83
- MR MISCELLANEOUS RECORDS
- TR TRACT

HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

WILLIAM T. HURDLE
PLS 5453

DATE

William T. Hurdle 4-3-2023



EXHIBIT 5

RECORDING REQUESTED BY

CITY OF SANTA PAULA

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX IS NOT APPLICABLE.
NO FEE PER GOVERNMENT CODE 6103

**GRANT DEED
(Well No. 7 Site)**

By this instrument dated _____ 2023, for valuable consideration, receipt of which is hereby acknowledged,

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware Limited Liability Company ("**Grantor**"), hereby GRANTS to the CITY OF SANTA PAULA, a California municipal corporation ("**Grantee**"), that certain real property located in the City of Santa Paula, County of Ventura, State of California, legally described in Exhibit "A" and shown in Exhibit "B" attached hereto and by this referenced incorporated herein ("**Property**").

TOGETHER WITH all of Grantor's right, title and interest, if any, in all tenements, hereditaments, and appurtenances relating to the Property, including, but not limited to, leases, improvements, fixtures, timber, water, crops, oil, gas, and minerals located in, under, or on the Property, and all rights appurtenant to the Property, including, but not limited to, timber rights, water rights, grazing rights, access rights, and oil, gas, and mineral rights, development rights, air rights, and all other rights, privileges, licenses, leases and permits in any way related to or accruing to the use or benefit of the Property.

This instrument may be executed in one or more counterparts, all of which taken together shall be deemed one original. It is understood and agreed that until this document is fully executed and delivered by both Grantor and Grantee, there is not and shall not be an agreement of any kind between the parties upon which any commitment, undertaking or obligation can be based.

[Signatures follow on next page]

SIGNATURE PAGE TO

GRANT DEED
(WELL NO. 7 SITE)

“Grantor”

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC
a Delaware limited liability company

By: LEWIS SANTA PAULA MEMBER, LLC,
a Delaware limited liability company,
Its Manager

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation,
Its Manager

By: _____
Name: David Lauletta
Its: Vice President Regional Planned Communities

“Grantee”

CITY OF SANTA PAULA,
a municipal corporation, of the State of California

By: _____

Name: Dan Singer

Its: City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code §27281, this is to certify that the interest in real property conveyed by the Grant Deed (Well No. 7 Site) dated _____, 2023, **from LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC**, a Delaware limited liability company (“**Grantor**”) to the City of Santa Paula, a municipal corporation, (“**City/Grantee**”), is hereby accepted by order of the undersigned on behalf of the City pursuant to the authority conferred by City Council Resolution No. _____, and Grantee consents to the recordation thereof by its duly authorized officer.

DATED: _____, 2023

CITY OF SANTA PAULA

By: _____
Dan Singer, City Manager

ATTEST:

Julie Latshaw, City Clerk
(seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
WELL SITE
CITY OF SANTA PAULA

That portion Parcel G of Tract No. 5854, in the City of Santa Paula, County of Ventura, State of California, per map recorded on December 20, 2017, in Book 165 at Page 83 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County, described as follows:

Beginning at the southerly terminus of the westerly line of **Harvest Loop** (41.00 feet wide), shown as having the bearing and distance of [N20°10'44"W, 250.00] on Sheet 11 of said Map; thence along said westerly line,

- 1st North 20°10'44" West, a distance of 183.83 feet; thence at right angles,
- 2nd South 69°49'16" West, a distance of 129.25 feet; thence at right angles,
- 3rd South 20°10'44" East, a distance of 131.06 feet; thence at right angles,
- 4th South 69°49'16" West, a distance of 23.00 feet; thence at right angles,
- 5th South 20°10'44" East, a distance of 25.00 feet; thence at right angles,
- 6th North 69°49'16" East, a distance of 23.00 feet; thence at right angles,
- 7th South 20°10'44" East, a distance of 46.77 feet to the northerly line of **Santa Paula Street** (46.00 feet wide); thence along said northerly line,
- 8th North 69°49'16" East, a distance of 120.22 feet to the beginning of a non-tangent curve concave westerly having a radius of 24.50 feet, a radial line from said point bears North 59°19'39" West; thence along said curve,
- 9th Northerly through a central angle of 50°51'05", an arc distance of 21.74 feet to the **Point of Beginning**.

Contains: 26,739 Square Feet, 0.614 Acres, more or less.

The above described parcel of land is delineated on the attached Exhibit B.

William T. Hurdle

William T. Hurdle
PLS 5453

4-3-2023

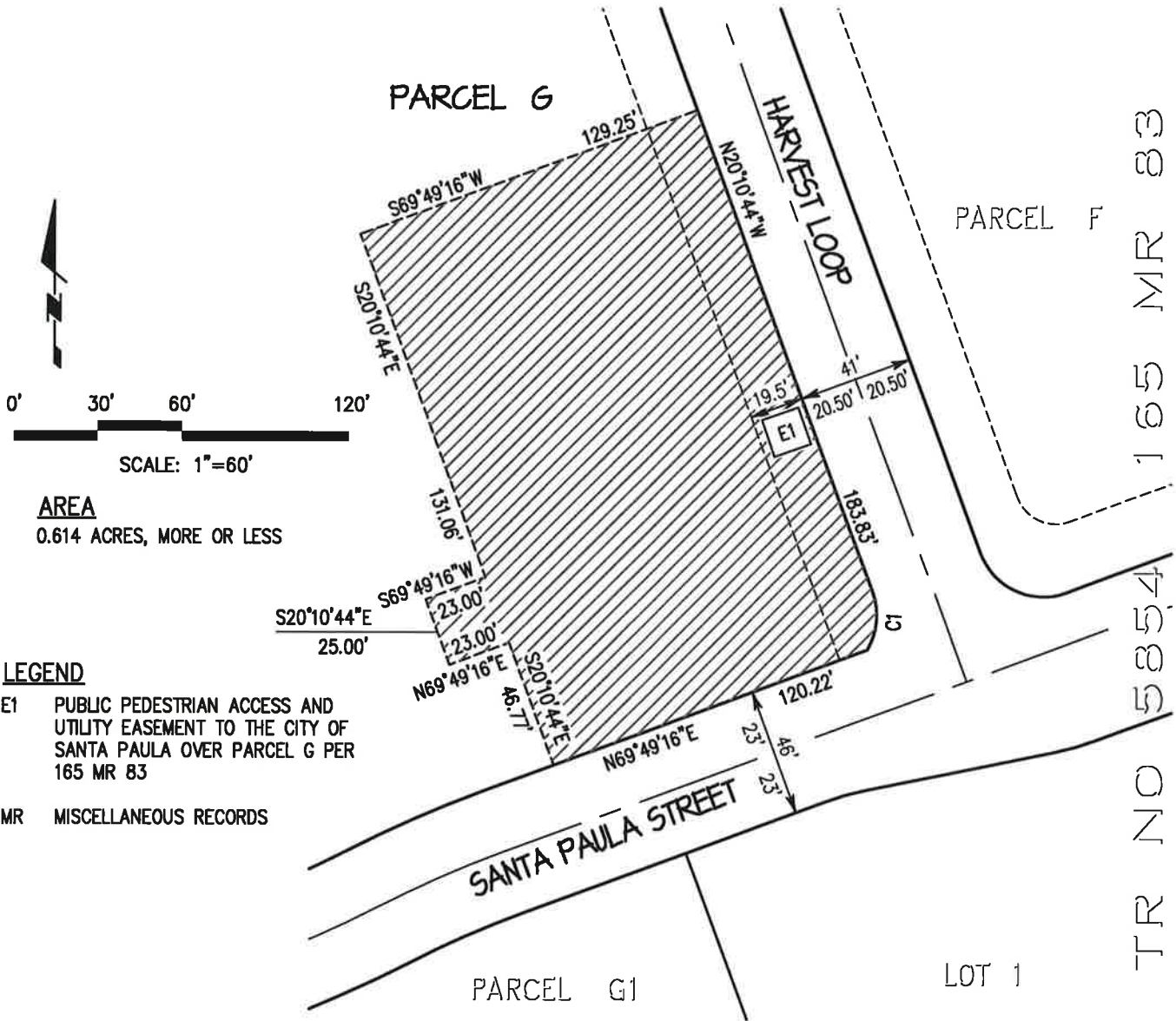
Date



EXHIBIT "B"

SHEET 1 OF 1

WELL SITE
CITY OF SANTA PAULA



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	RADIAL BEARING-IN	RADIAL BEARING-OUT
C1	50°51'05"	24.50'	21.74'	N59°19'39"W	S69°49'16"W

HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

William T. Hurdle 4-3-2023
WILLIAM T. HURDLE
PLS 5453

DATE



RECORDING REQUESTED BY / SYNARGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY

CITY OF SANTA PAULA

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060

20190725-00084154-0 1/6
Ventura County Clerk and Recorder
MARK A. LUNN
07/25/2019 08:00:00 AM
1493248 \$0.00 ES

Electronically Recorded in Official Records,
County of Ventura

TO 4419240164

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX IS NOT APPLICABLE.
NO FEE PER GOVERNMENT CODE 6103

A.P.N. 107-0-230-205

PUBLIC UTILITY EASEMENT DEED

By this instrument dated June 21, 2019 for valuable consideration, receipt of which is hereby acknowledged,

The LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Grantor"), hereby GRANTS to

The CITY OF SANTA PAULA, a municipal corporation, of the State of California, its successors or assigns ("Grantee"), a perpetual easement and right-of-way for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of Santa Paula, County of Ventura, State of California, more particularly described on Exhibit "A" and illustrated on Exhibit "B", attached hereto and made a part hereof by this reference.

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" AND A DEPICTION THEREOF MARKED EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREBY REFERENCED.

The easement rights granted herein include the following: (a) the right of ingress and egress, from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with grantor's reasonable use of its remainder property; (b) the right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, and beside said easement and right-of-way; and (c) the right to deposit tools, implements and material thereon.

The rights granted herein are for the benefit of the City of Santa Paula, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said City, its successors or assigns, whenever and wherever necessary for the purposes above set forth.

[Signatures follow on next page]

"Grantor"

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC
a Delaware limited liability company

By: [Signature]

Name: MARK PACAMOUNTAIN

Its: Limoneira Agent

By: [Signature]

Name: Myan Goodman

Its: Lewis Agent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of VENTURA

On JUNE 21, 2019 before me, DEANNA RULE, Notary Public
(insert name and title of the officer)

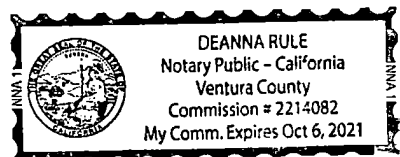
personally appeared MARK PACAMOUNTAIN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

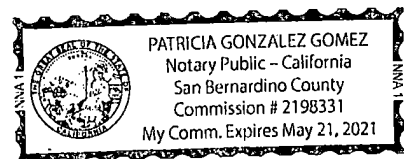
On June 28, 2019 before me, Patricia Gonzalez Gomez, Notary Public
(insert name and title of the officer)

personally appeared Myron Goodman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

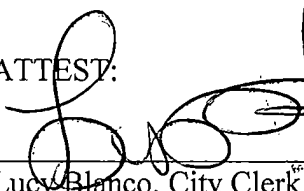
Signature Patricia Gomez (Seal)



CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code §27281, this is to certify that the interest in real property conveyed by the Public Utility easement deed dated June 4, 2019, from Limoneira Lewis Community Builders, LLC ("Grantors") to the City of Santa Paula, a municipal corporation, ("City/Grantee"), is hereby accepted by order of the undersigned on behalf of the City pursuant to the authority conferred by minute order dated February 26, 2015, of the City and Grantee consents to the recordation thereof by its duly authorized officer.

DATED: 7/11, 2019 CITY OF SANTA PAULA

ATTEST: 
Lucy Blanco, City Clerk
(seal)

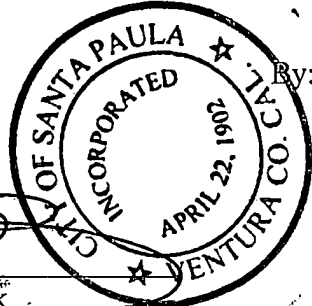
 By: 
Michael K. Rock, City Manager

EXHIBIT "A"
(PUBLIC UTILITY EASEMENT)

That portion of Parcel B of Tract No. 5854, in the City of Santa Paula, County of Ventura, State of California, per map recorded on December 20, 2017 in Book 165, at Page 83 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County, described as follows:

A strip of land 10.00 feet wide, lying 5.00 feet on each side of the following described centerline:

Commencing at most southerly corner of said Parcel B; thence along the southwesterly line of said Parcel B, North 63°04'51" West, a distance of 15.50 feet to the intersection of said line with the northwesterly line of a 15.50 feet wide Public Pedestrian Access and Public Utility Easement to the City of Santa Paula recorded in said map; thence along said northwesterly line, North 26°55'09" East, a distance of 26.55 feet to the **Point of Beginning**, being the beginning of a non-tangent curve concave easterly, having a radius of 235.25 feet, a radial line of said curve to said point bears South 36°57'22" West, said curve also being concentric with, and 15.75 feet easterly of, the westerly line of said Parcel B; thence along said curve,

1st Northwesterly and northerly through a central angle of 75°12'04", an arc distance of 308.77 feet; thence,

2nd North 62°37'16" West, a distance of 15.81 feet to the westerly line of said Parcel B.

Contains: 3246 square feet, more or less.

The above described parcel of land is delineated on the attached Exhibit "B".



William T. Hurdle
PLS 5453

6-18-2019
Date



EXHIBIT "B"

(PUBLIC UTILITY EASEMENT)

SHEET 1 OF 1

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	RADIAL-IN	RADIAL-OUT
C1	75°12'04"	235.25'	308.77'	S36°57'22"W	N67°50'35"W

LEGEND

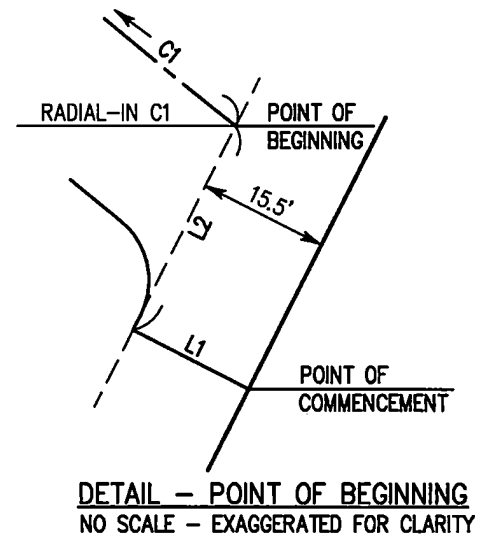
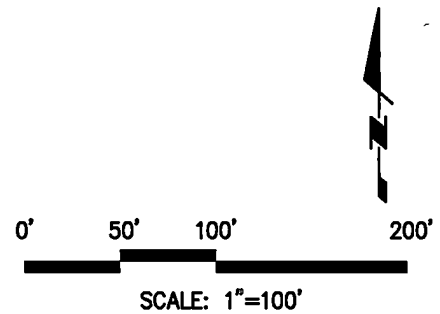
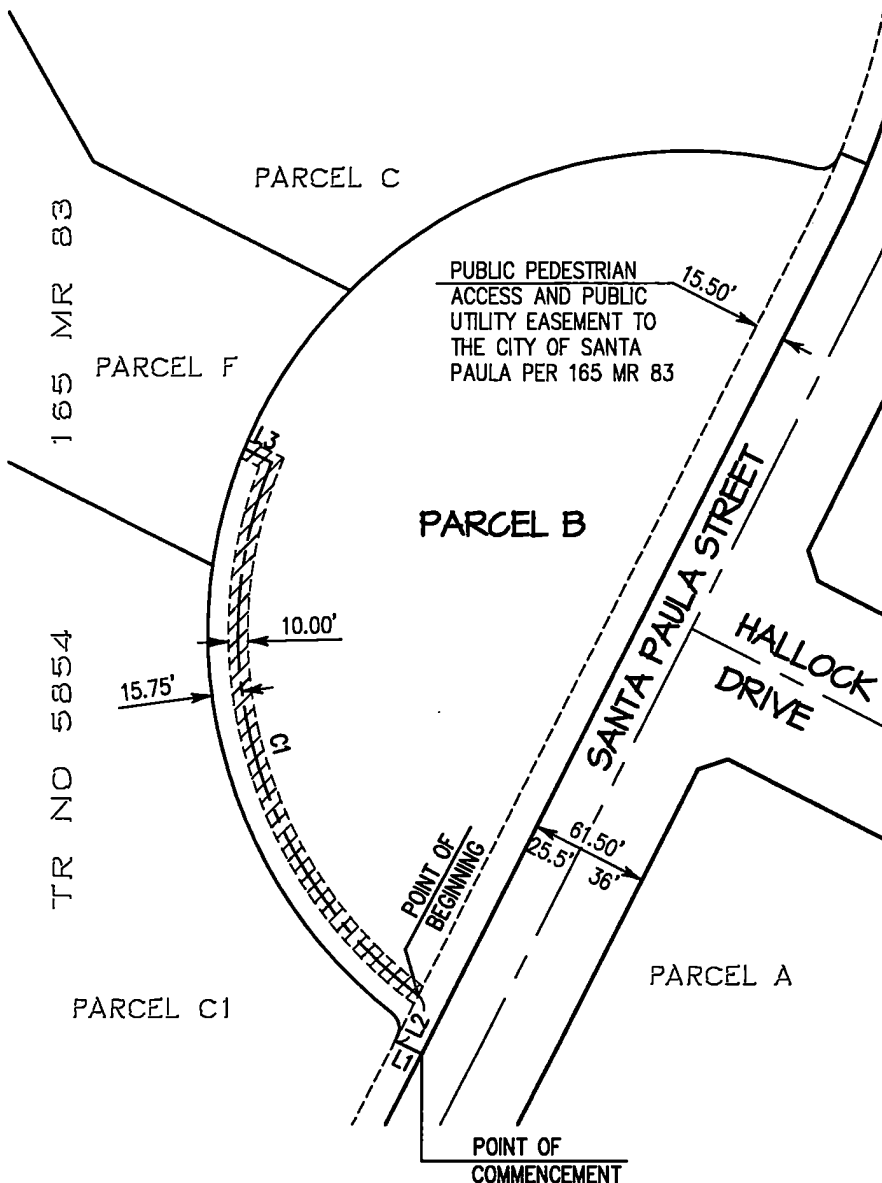
MR MISCELLANEOUS RECORDS
TR TRACT

AREA

3246 SQUARE FEET, MORE OR LESS

LINE DATA

LINE	BEARING	DISTANCE
L1	N63°04'51"W	15.50'
L2	N26°55'09"E	26.55'
L3	N62°37'16"W	15.81'



HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

William T. Hurdle 6-18-2019
WILLIAM T. HURDLE DATE
PLS 5453



JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

4521 Ex B PUE Esmt Per B.dwg

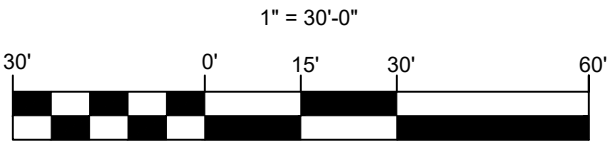
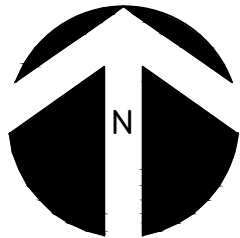
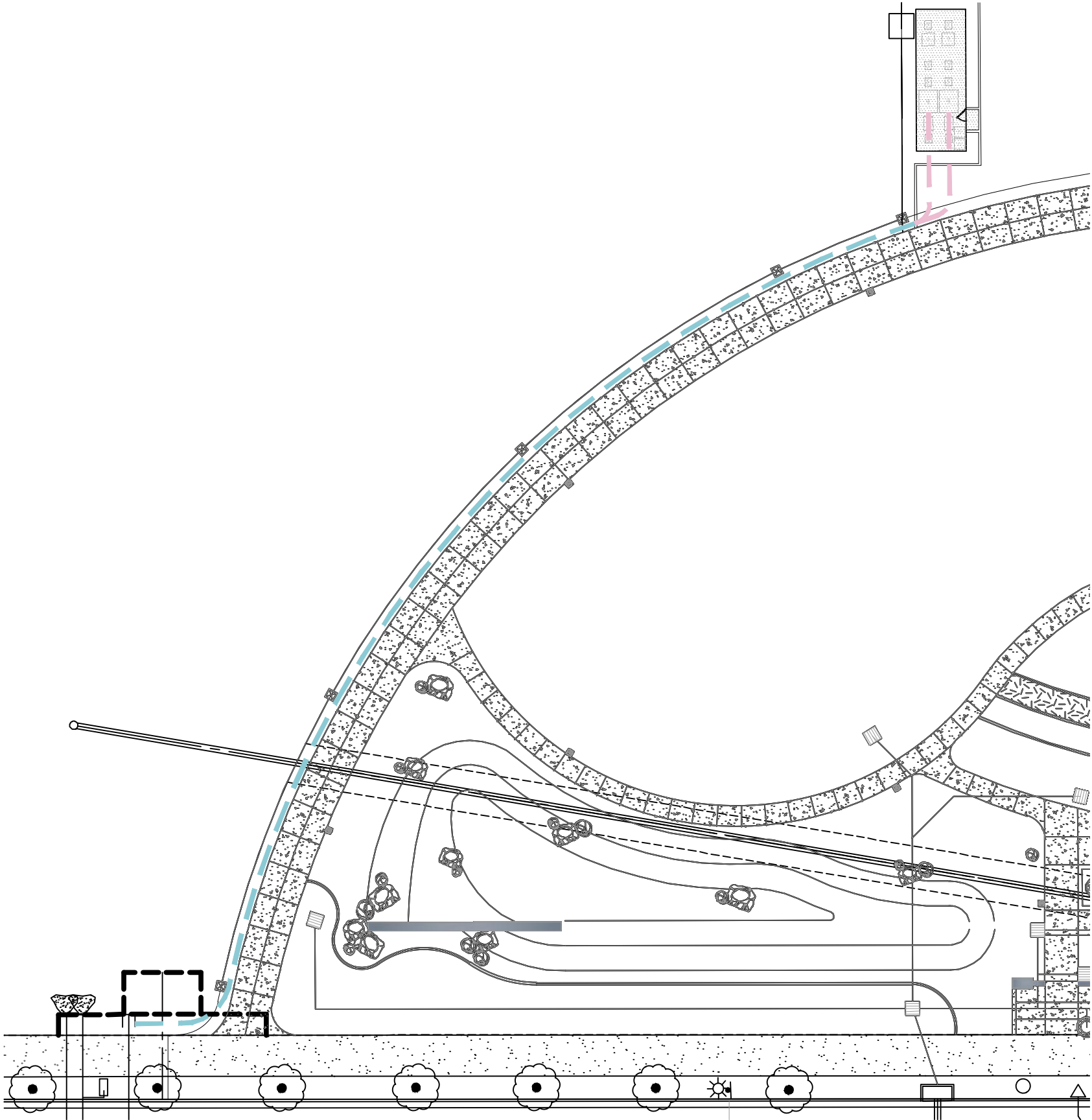
HARVEST SPORTS COMPLEX
CONDUIT FEED TO BOOSTER PUMPS

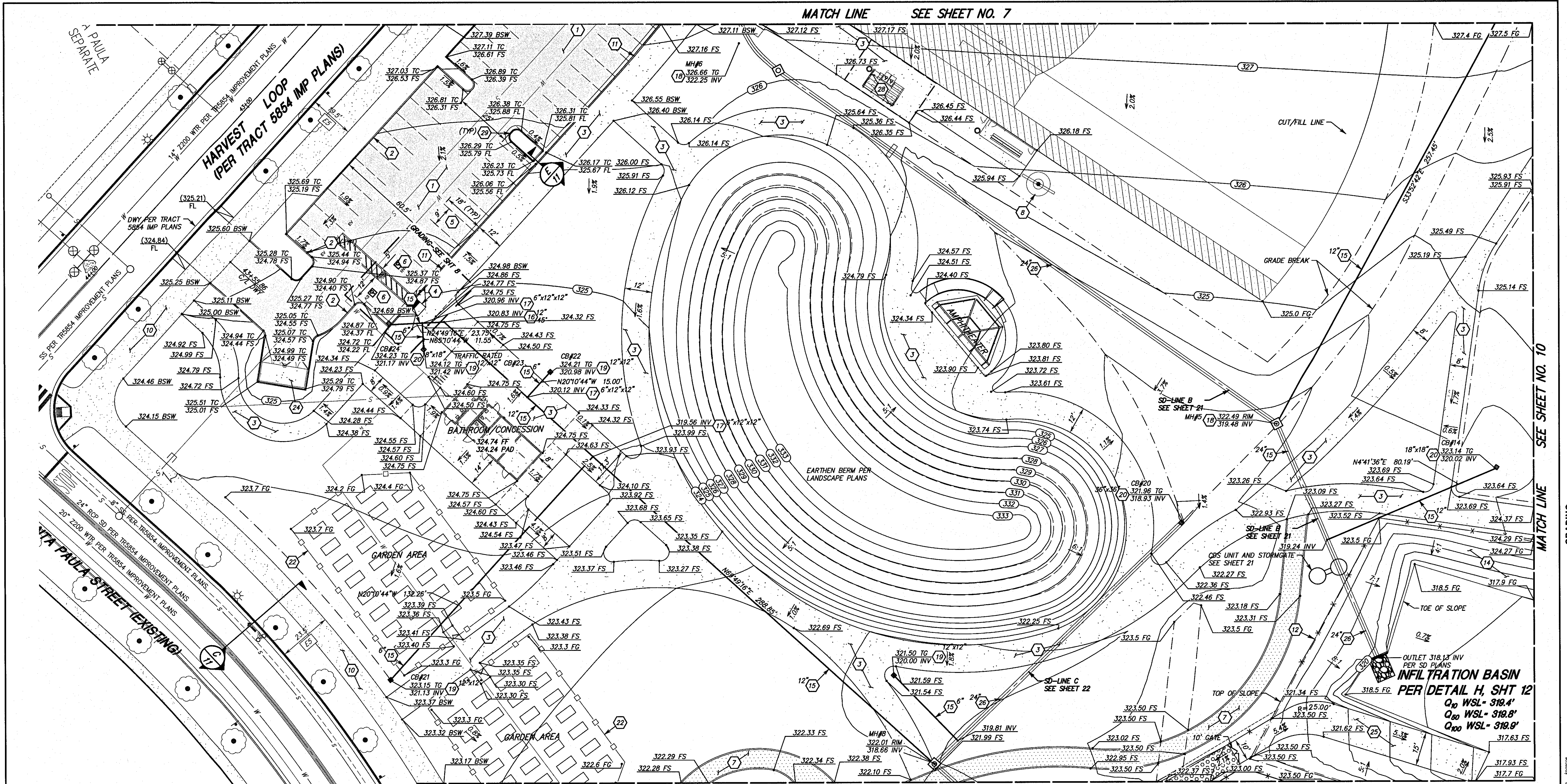
LEGEND

— SINGLE 3" CONDUIT

— DOUBLE 3" CONDUITS,
CONDUIT TO BE
STACKED IN TRENCH

NOTE: CONDUIT TO BE INSTALLED IN
PLANTER AREA ON WEST SIDE OF SIDEWALK
BETWEEN SIDEWALK AND FENCE. ALL
EXISTING SHRUBS AND TREES IN AFFECTED
AREA TO BE REMOVED AND REPLACED.





CONSTRUCTION NOTES

1. INSTALL 3" ASPHALT CONCRETE ON 6" AGGREGATE BASE. FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER.
2. CONSTRUCT 6" CURB ONLY, PER CITY OF SANTA PAULA STD DETAIL NO. 405, TYPE-A1 (6) UNLESS NOTED OTHERWISE.
3. CONSTRUCT 4" CONCRETE WALKWAY ON 4" OF SAND PER LANDSCAPE PLANS AND CITY OF SANTA PAULA STD. PLAN NO. 403.
4. CONSTRUCT ACCESS RAMP PER CAL TRANS STD PLAN NO. AB8A, CASE A.
5. INSTALL 4" WIDE WHITE PAINTED STRIPING FOR PARKING STALL DESIGNATION.
6. PROVIDE ADA STALL, STRIPING & SIGNING PER CURRENT CBC SECTION 11B-502, INCLUDING BLUE CURB MARKINGS.
7. INSTALL DECOMPOSED GRANITE PER LANDSCAPE PLANS.
8. LIGHT FIXTURE, SEE LIGHTING PLANS.
9. LANDSCAPE FEATURE, SEE LANDSCAPE PLANS.
10. EXISTING SIDEWALK TO REMAIN PROTECT IN PLACE.
11. CONSTRUCT 6" CURB AND 18" GUTTER PER CITY OF SANTA PAULA STD. PLAN 405.

SEE SHEETS 10-16 FOR HORIZONTAL CONTROL PLAN
SEE SHEETS 17-18 FOR UTILITY PLAN
SEE SHEETS 18-25 FOR STORM DRAIN PLAN

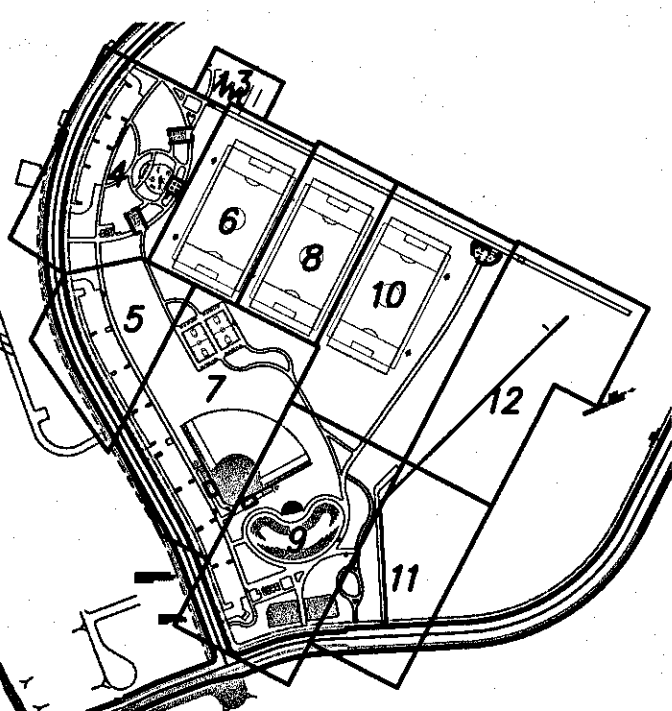
12. INSTALL CHAIN LINK PERIMETER FENCE. SEE ARCHITECTURE PLANS FOR TYPE AND STYLE.
13. CONSTRUCT STAIRS PER LANDSCAPE PLANS.
14. GRADE DOWN TO TOE OF SLOPE OR FLOW LINE NOT TO EXCEED 2:1 SLOPE MAX, TYPICAL.
15. INSTALL SCH 40 PVC DRAIN LINE PER SPPWC. SIZE PER PLAN.
16. INSTALL SCH 40 PVC FITTING FOR STORM DRAIN. SIZE AND ANGLE PER PLAN.
17. INSTALL SCH 40 PVC TEE FITTING FOR STORM DRAIN. SIZE PER PLAN.
18. INSTALL STORM DRAIN MANHOLE PER SPPWC STANDARD 321-2.

19. INSTALL NDS DRAIN INLET OR APPROVED EQUIVALENT. INSTALL PER DETAIL Q, SHT 27. SIZE PER PLAN.
20. INSTALL BROOKS PRECAST CONCRETE CATCH BASIN OR APPROVED EQUAL. INSTALL PER DETAIL R, SHT 27. SIZE PER PLAN. STANDARD GRATE UNLESS SHOWN ON PLANS.
21. CONNECT TO EXISTING STORM DRAIN PER SPPWC STANDARD 335-2.
22. ARCHITECTURAL FENCE, SEE LANDSCAPE PLANS.
23. INSTALL HARDSCAPE PER LANDSCAPE PLANS.
24. INSTALL REFUSE ENCLOSURE PER CITY OF SANTA PAULA STD. DETAIL 428.

25. CONSTRUCT ACCESS RAMP 7" CONCRETE OVER 4" AGGREGATE BASE WITH 14" MAXIMUM JOINT SPACING.
26. INSTALL RCP STORM DRAIN LINE PER STORM DRAIN PLAN.
27. INSTALL HANDRAIL PER CURRENT CBC SECTION 11B-505 AND LANDSCAPE PLANS.
28. CONCRETE PAD SHALL BE 4" THICK CONCRETE OVER 4" SAND SE<20, COMPACTED TO 90% MINIMUM, #3024" E.W. JOINTS PER LANDSCAPE PLAN.
29. CONSTRUCT 6" CURB AND 18" GUTTER PER DETAIL I, SHEET 13.

EASEMENT LEGEND

E5: PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT TO THE CITY OF SANTA PAULA PER TRACT 5854 165MR085



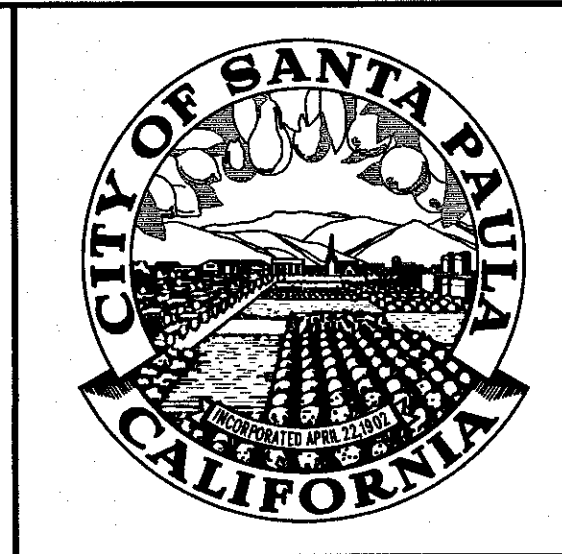
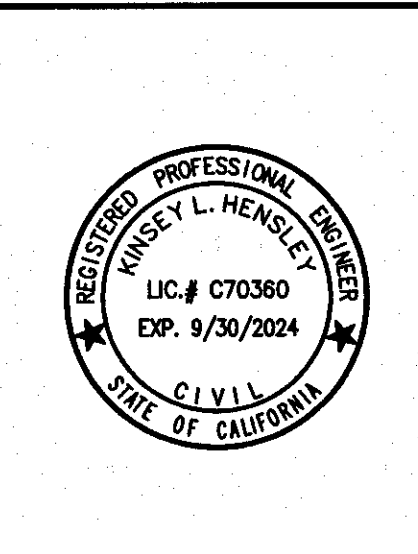
GRADING INDEX

NOTICE TO THE CONTRACTOR

THE EARTHWORK SUMMARY IS PROVIDED AS A COURTESY AND CONVENIENCE TO THE CONTRACTOR. QUANTITIES SHOWN ARE APPROXIMATE, BASED ON THE DIFFERENCES BETWEEN EXISTING GROUND ELEVATIONS AND ROUGH GRADE ELEVATIONS. QUANTITIES PROVIDED MAKE NO PROVISIONS FOR STRIPPING, OR OVEREXCAVATION. VARIABLES SUCH AS COMPACTION, SHRINKAGE AND THE CONTRACTORS METHOD OF OPERATION, WILL CAUSE THE VOLUME OF DIRT MOVED IN THE FIELD TO DEVIATE FROM THE CALCULATED QUANTITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EARTHWORK REQUIREMENTS TO ROUGH GRADE THIS JOB.

PREPARED BY: **JENSEN DESIGN & SURVEY, INC.**
1672 DONLON STREET
VENTURA, CALIF. 93003
PHONE 805/654-6977
FAX 805/654-6979
DATE 5/12/23

REV.	SYM.	DESCRIPTION	APPD.	DATE
A	△	REPLACEMENT SHEET, CO#1		5/12/23
B	△	REPLACEMENT SHEET, CO#6		5/14/23
C	△	MINOR CO, ADD DRAINAGE INLET, CO#7		5/31/23



GRADING IMPROVEMENT PLAN SPORTS PARK COMPLEX HARVEST AT LIMONERA, PARCEL F, TRACT 5854

REVIEWED AND RELEASED:	REVIEWED AND RELEASED:
<i>[Signature]</i> 5/23/23	<i>[Signature]</i> 5/14/23
PUBLIC WORKS DIRECTOR	CONSULTING DEPUTY CITY ENGINEER
DESIGNED BY: DCC	DRAWN BY: DCC
CHECKED BY: KLH	DRAWING NUMBER: 40.35.107-PW5560
DATE:	SHEET: 9 OF 27

7. INSTALL DECOMPOSED GRANITE PER LANDSCAPE PLANS.
8. LIGHT FIXTURE, SEE LIGHTING PLANS.
9. LANDSCAPE FEATURE, SEE LANDSCAPE PLANS.
10. EXISTING SIDEWALK TO REMAIN PROTECT IN PLACE.
11. CONSTRUCT 6" CURB AND 18" GUTTER PER CITY OF SANTA PAULA STD. PLAN 405.
12. INSTALL CHAIN LINK PERIMETER FENCE. SEE ARCHITECTURE PLANS FOR TYPE AND STYLE.

13. CONSTRUCT STAIRS PER LANDSCAPE PLANS.
14. GRADE DOWN TO TOE OF SLOPE OR FLOW LINE NOT TO EXCEED 2:1 SLOPE MAX, TYPICAL.
15. INSTALL SCH 40 PVC DRAIN LINE PER SPPWC. SIZE PER PLAN.
16. INSTALL SCH 40 PVC FITTING FOR STORM DRAIN. SIZE AND ANGLE PER PLAN.
17. INSTALL SCH 40 PVC TEE FITTING FOR STORM DRAIN. SIZE PER PLAN.
18. INSTALL STORM DRAIN MANHOLE PER SPPWC STANDARD 321-2.

19. INSTALL NDS DRAIN INLET OR APPROVED EQUIVALENT. INSTALL PER DETAIL Q SHT 27. SIZE PER PLAN.
20. INSTALL BROOKS PRECAST CONCRETE CATCH BASIN OR APPROVED EQUAL. INSTALL PER DETAIL R, SHT 27. SIZE PER PLAN. STANDARD GRATE UNLESS SHOWN ON PLANS.
21. CONNECT TO EXISTING STORM DRAIN PER SPPWC STANDARD .335-2.
22. ARCHITECTURAL FENCE, SEE LANDSCAPE PLANS.
23. INSTALL HARDSCAPE PER LANDSCAPE PLANS.
24. INSTALL REFUSE ENCLOSURE PER CITY OF SANTA PAULA STD. DETAIL 428.

25. CONSTRUCT ACCESS RAMP 6" CONCRETE OVER 6" AGGREGATE BASE WITH #4 REBAR AT 12" OC BOTH WAYS.
26. INSTALL RCP STORM DRAIN LINE PER STORM DRAIN PLAN.
27. INSTALL HANDRAIL PER CURRENT CBC SECTION 11B-505 AND LANDSCAPE PLANS.
28. CONCRETE PAD SHALL BE 4" THICK CONCRETE OVER 4" SAND SD-20, COMPACTED TO 90% MINIMUM, #3@24" E.W. JOINTS PER LANDSCAPE PLAN.
29. CONSTRUCT 6" CURB AND 18" GUTTER PER DETAIL I, SHEET 13.

MATCH LINE SEE SHEET NO. 8



Q_{10} WSL- 319.4'
 Q_{50} WSL- 319.8'
 Q_{100} WSL- 319.9'

NOTICE TO THE CONTRACTOR

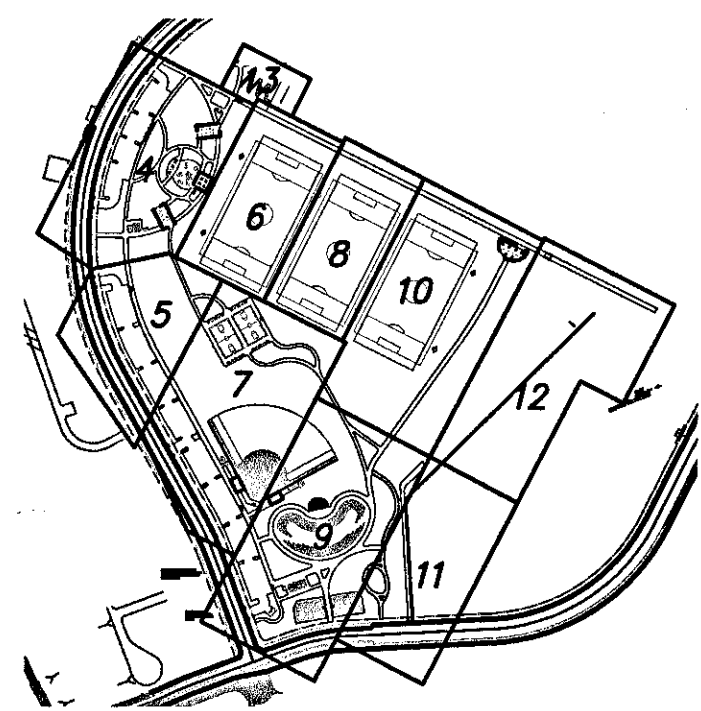
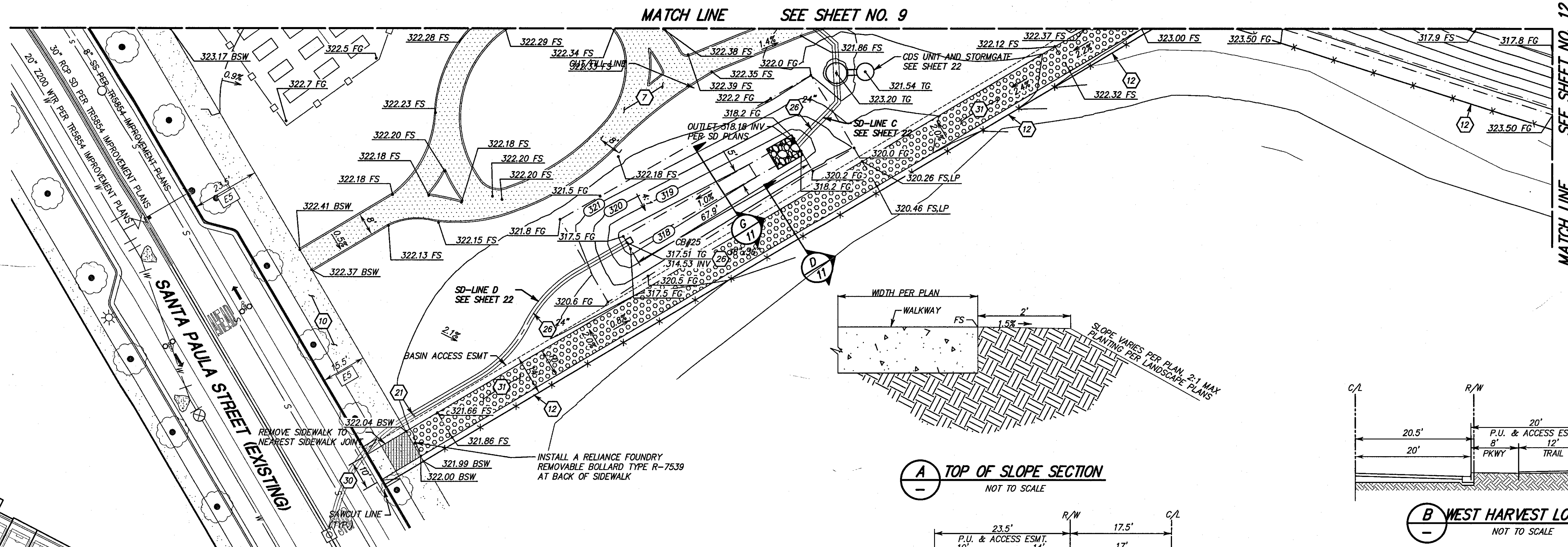
THE EARTHWORK SUMMARY IS PROVIDED AS A COURTESY AND CONVENIENCE TO THE CONTRACTOR. QUANTITIES SHOWN ARE APPROXIMATE, BASED ON THE DIFFERENCES BETWEEN EXISTING GROUND ELEVATIONS AND ROUGH GRADE ELEVATIONS. QUANTITIES PROVIDED MAKE NO PROVISIONS FOR STRIPPING, OR OVEREXCAVATION. VARIABLES SUCH AS CONACTION, SHRINKAGE AND CONTRACTORS METHOD OF OPERATION WILL AFFECT THE VOLUME OF DIRT MOVED IN THE FIELD TO DEVIATE FROM THE CALCULATED QUANTITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EARTHWORK REQUIREMENTS TO ROUGH GRADE THIS JOB.

GRADING INDEX

MATCH LINE **SEE SHEET NO. 12**



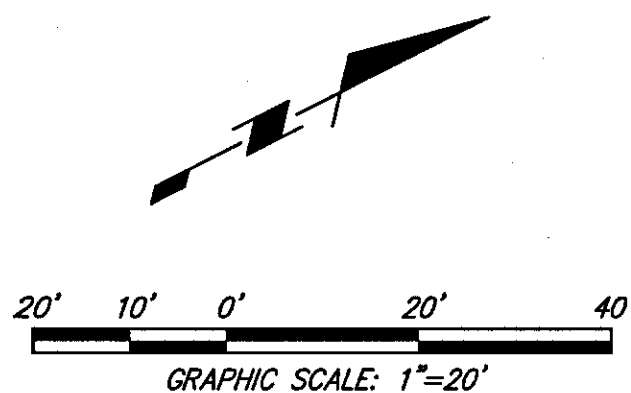
REVIEWED AND RELEASED:		REVIEWED AND RELEASED:	
<i>Comair 12/20/22</i>		<i>9.22.22</i>	
PUBLIC WORKS DIRECTOR		CONSULTING DEPUTY CITY ENGINEER	
DESIGNED BY:	DRAWN BY:	CHECKED BY:	DRAWING NUMBER
<i>DCC</i>	<i>DCC</i>	<i>KLH</i>	<i>40.35.107-PW5560</i>
DATE:	DATE:	DATE:	SHEET
			<i>10</i> OF <i>27</i>



GRADING INDEX

E EASEMENT LEGEND

E5: PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT TO THE CITY OF SANTA PAULA PER TRACT 5854 165MR085



NOTICE TO THE CONTRACTOR

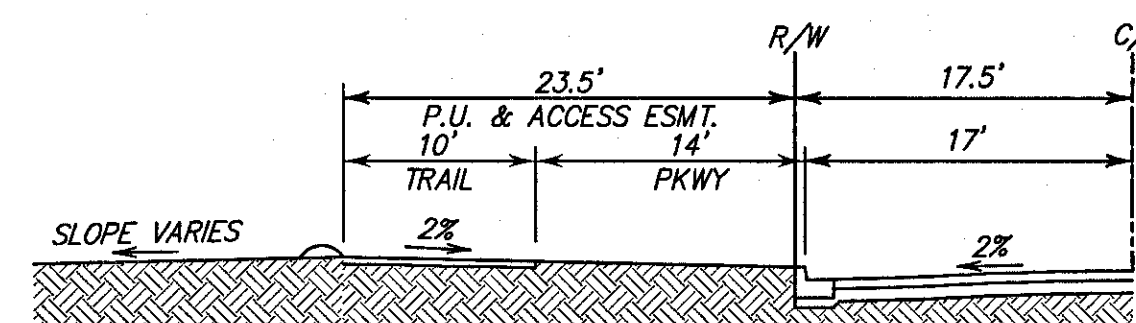
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SEE SHEETS 15-16 FOR HORIZONTAL CONTROL PLAN
SEE SHEETS 17-18 FOR UTILITY PLAN
SEE SHEETS 19-20 FOR STORM DRAIN PLAN

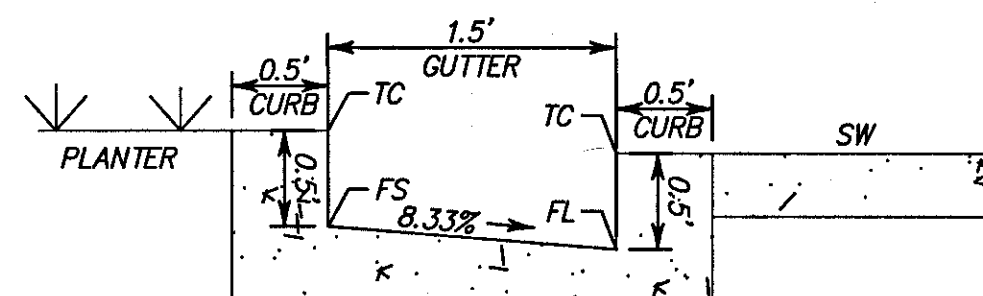
CONSTRUCTION NOTES

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3. CONSTRUCT 4" CONCRETE WALKWAY ON 4" OF SAND PER LANDSCAPE PLANS AND CITY OF SANTA PAULA STD. PLAN NO. 403.
4. CONSTRUCT ACCESS RAMP PER CAL TRANS STD PLAN NO. AB8A, CASE A.
5. INSTALL 4" WIDE WHITE PAINTED STRIPING FOR PARKING STALL DESIGNATION.
6. PROVIDE ADA STALL, STRIPING & SIGNING PER CURRENT CBC SECTION 11B-502, INCLUDING BLUE CURB MARKINGS.
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8. LIGHT FIXTURE, SEE LIGHTING PLANS.
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30. CONSTRUCT DRIVEWAY PER CITY OF SANTA PAULA STD. DETAIL 401.
31. INSTALL TRUEGRID PRO PLUS PAVER HEAVY LOAD PER MANUFACTURERS STANDARDS.

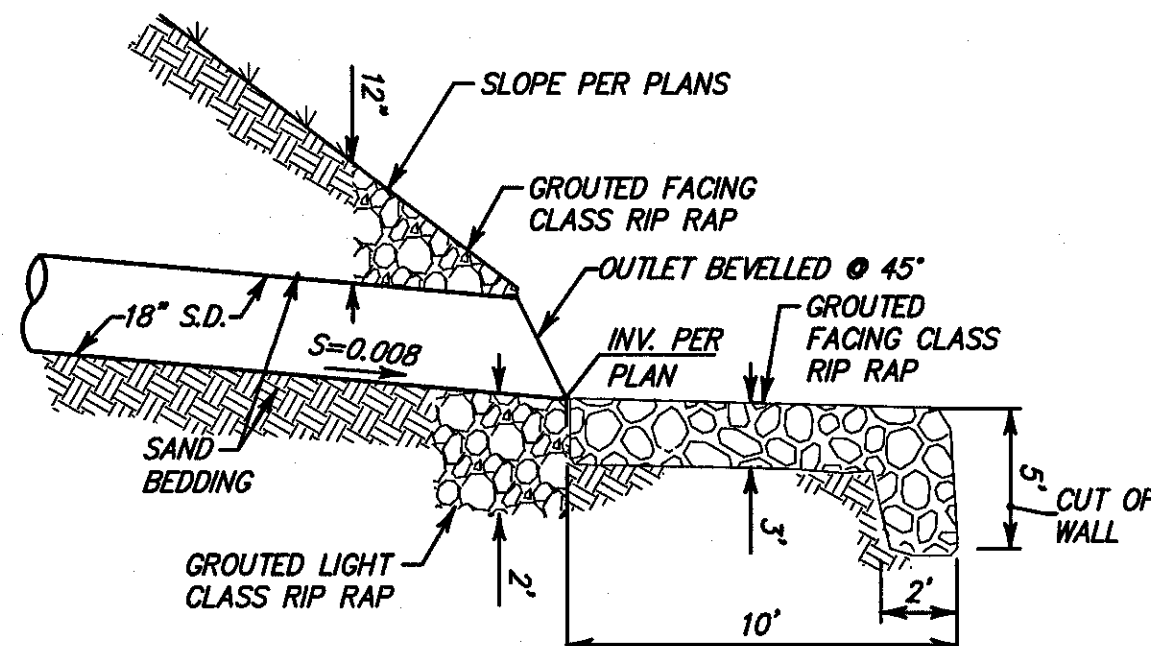
A TOP OF SLOPE SECTION
NOT TO SCALE



C SANTA PAULA STREET SECTION
NOT TO SCALE

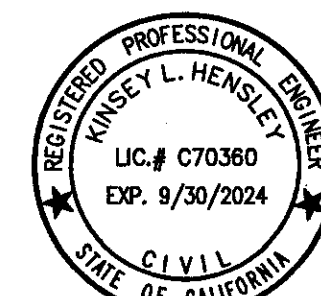


E PLANTER BREAK
NOT TO SCALE



F STORM DRAIN OUTLET
NOT TO SCALE

PREPARED BY:		JENSEN DESIGN & SURVEY, INC.		1672 DONLON STREET VENTURA, CALIF. 93003 PHONE 805/654-6977 FAX 805/654-6979	
DATE		5/12/23		DATE	
A	REPLACEMENT SHEET, CO#1	DATE 9/22/22		DATE	
B	REPLACEMENT SHEET, CO#6	DATE 5/16/23		DATE	
REV.	SYM.	DESCRIPTION		APPD DATE	



GRADING IMPROVEMENT PLAN SPORTS PARK COMPLEX HARVEST AT LIMONERA, PARCEL F, TRACT 5854

REVIEWED AND RELEASED:		REVIEWED AND RELEASED:	
DATE 5/12/23		DATE 5/16/23	
DESIGNED BY: DCC		DRAWN BY: DCC	
CHECKED BY: KLH		DATE	
DRAWING NUMBER: 40.35.107-PW5560		SHEET: 11 OF 27	

GRADING

3: LHM 0521-Final Design (Ving) 11 Sports Park 37 100 Yards Grading 0521-04-15-07-07-07 May 08, 2023 6:42pm

MATCH LINE SEE SHEET NO. 10

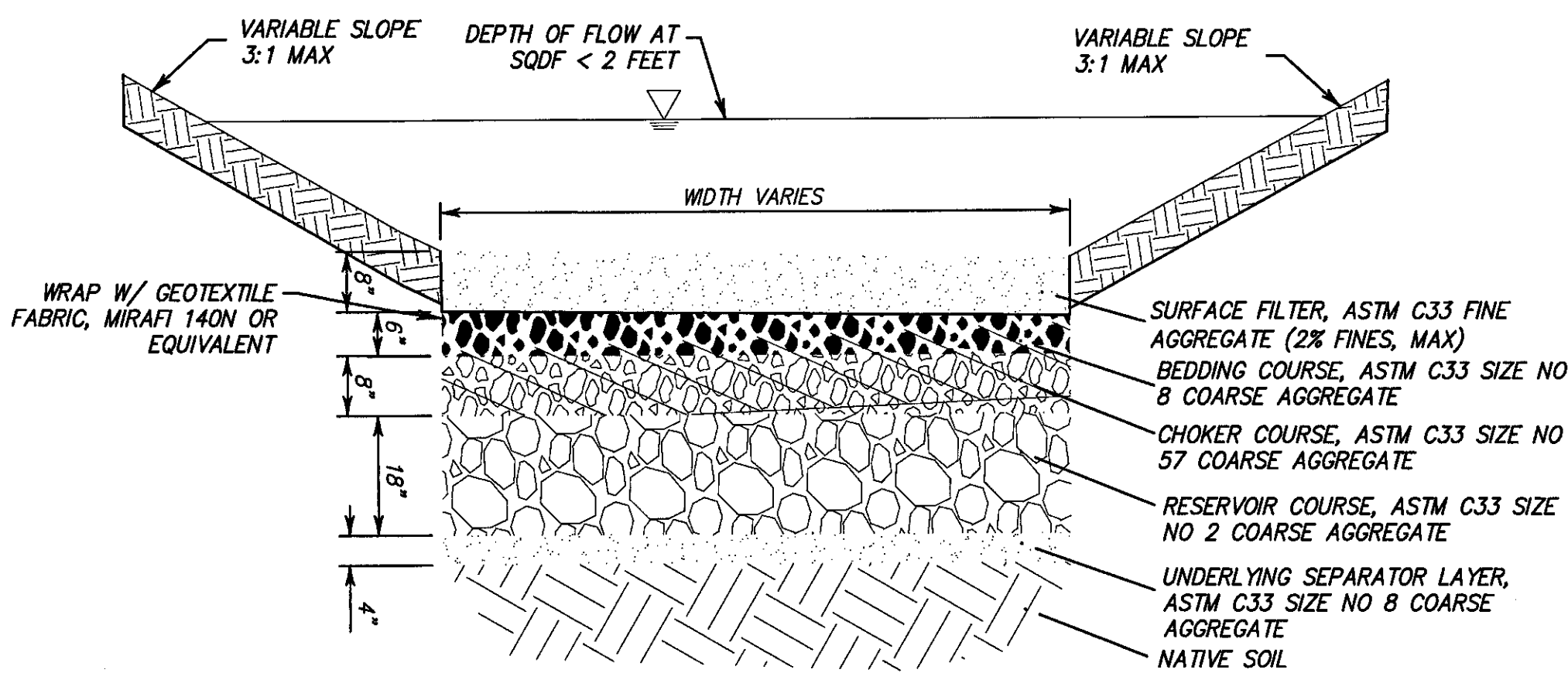
INFILTRATION BASIN
PER DETAIL H, SHT 12.

Q_{10} WSL- 319.4'
 Q_{50} WSL- 319.8'
 Q_{100} WSL- 319.9'

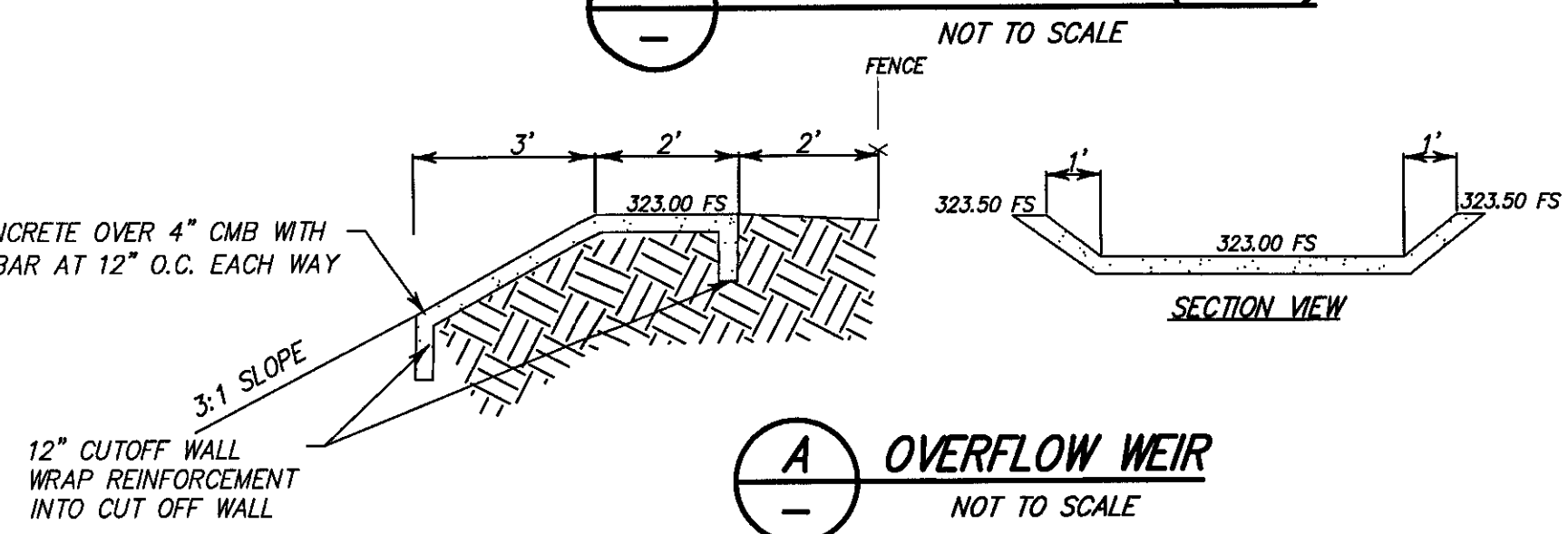
GRADING INDEX

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INFILTRATION BASIN (INF-1)
NOT TO SCALE



OVERFLOW WEIR
NOT TO SCALE

EASEMENT LEGEND

E5: PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT TO THE CITY OF SANTA PAULA PER TRACT 5854 165MR085

CAUTION:

EXISTING UTILITIES WERE LOCATED FROM BEST AVAILABLE INFORMATION. CONTRACTOR SHALL POTHOLE AND LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

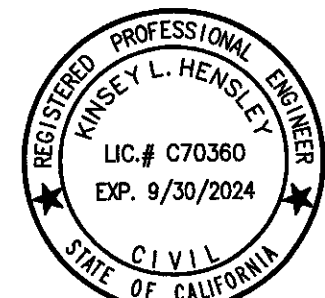
** CONTRACTOR SHALL VERIFY BUILDING SLAB SECTIONS WITH SOILS REPORT AND STRUCTURAL DRAWINGS AND NOTIFY CIVIL ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY.

NOTICE TO THE CONTRACTOR

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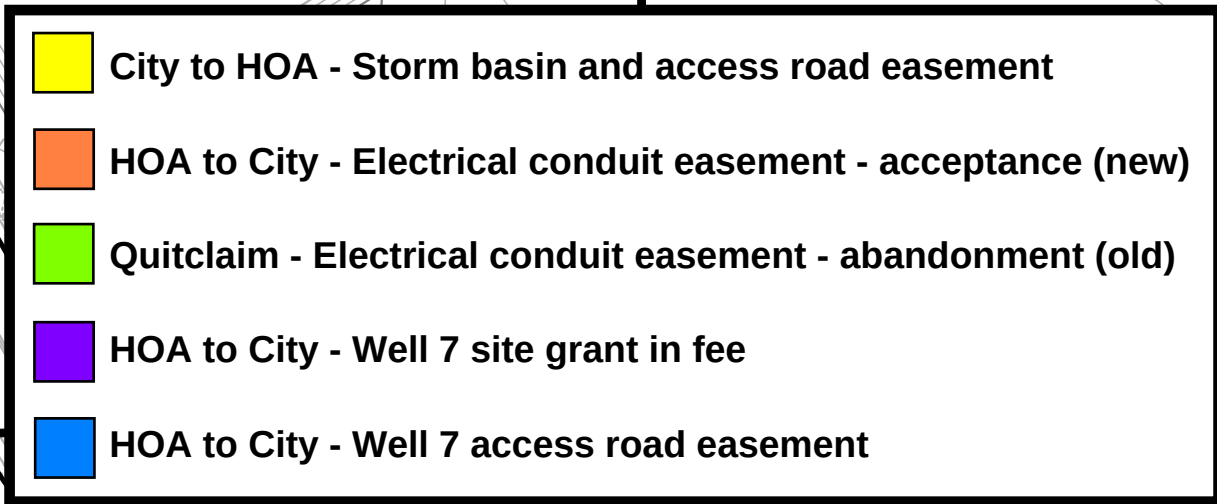
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SEE SHEETS 17-18 FOR UTILITY PLAN
SEE SHEETS 19-26 FOR STORM DRAIN PLAN

PREPARED BY:		JENSEN DESIGN & SURVEY, INC.		1672 DONLON STREET VENTURA, CALIF. 93003 PHONE 805/654-6977 FAX 805/654-6979	
DESIGNED BY:		DRAWN BY:		DATE:	
A		REPLACEMENT SHEET, CO#1		9/16/24	
REV.	SYM.	DESCRIPTION		APPD	DATE



GRADING IMPROVEMENT PLAN
SPORTS PARK COMPLEX
HARVEST AT LIMONERA, PARCEL F, TRACT 5854

REVIEWED AND RELEASED:		REVIEWED AND RELEASED:	
DESIGNED BY: DCC		CONSULTING DEPUTY CITY ENGINEER	
DRAWN BY: DCC		DRAWING NUMBER: 40.35.107-PW5560	
CHECKED BY: KLH		SHEET: 12 OF 27	



<u>ABBREVIATIONS</u>		<u>PROPOSED</u>	<u>EXISTING</u>
AC = ASPHALT PAVEMENT		AC	AIR CONDITIONING PAD
ASPM = AMERICAN SOCIETY for TESTING & MATERIALS		BLOCK WALL	BLOCK WALL
BC = BEGIN CURVE		CATCH BASIN	CONTOUR LINE
BCR = BEGIN CURVE RADIUS		CUT/FILL	FIRE HYDRANT
BLDG = BUILDING		DAYLIGHT	GAS
BLK = BLOCK		EASEMENT LINE	OVERHEAD ELEC.
BOT = BOTTOM OF PIPE		FENCE	RECLAIMED WATER
BSW = BACK OF SIDEWALK		FIRE HYDRANT	SEWER
CFS = CUBIC FOOT PER SECOND		FLOWLINE/SWALE	STREET LIGHT
C/L = CENTERLINE		RETAINING WALL	STREET SIGN
C.L. = CHAIN LINK		SAWCUT LINE	STORM DRAIN
CB = CATCH BASIN		SURFACE DRAIN W/ATRIUM	WATER
CFS = CURB FACE		SURFACE DRAIN	WATER VALVE
CMP = CORRUGATED METAL PIPE		STREET LIGHT	TELEPHONE
C.O.C. = CITY OF CAMARILLO		STREET SIGN	FENCE
C.S. = SEWER CLEANOUT		STORM DRAIN	SEWER MANHOLE
CONC. = CONCRETE		SEWER	TRAFFIC SIGNAL CONDUIT
EC = END CURVE		SLOPE	RIGHT OF WAY
ECR = END CURVE RADIUS		TRAFFIC SIGNAL CONDUIT	
EG = EXISTING GRADE		WATER	
EP = EDGE OF PAVEMENT		RECYCLED WATER	
EP = FINISHED GRADE		PROPERTY LINE	
FH = FIRE HYDRANT		TRACT BOUNDARY	
FL = FLOW LINE		RIGHT OF WAY	
FPS = FEET PER SECOND		WATER VALVE	
FS = FINISHED SURFACE		THRUST BLOCK	
G = GAS		WATER METER	
GR = GRADE		WATER BLOW OFF	
GB = GRADE BREAK		WATER AIR-VAC	
HSL = HYDRO GRADE LINE		WATER SAMPLING STATION	
INV. = INVERT		SEWER LATERAL	
IRR = IRRIGATION WATER MAIN		SEWER MANHOLE	
KHPS = KILOHERTZ PER SECOND		STORM DRAIN MANHOLE	
LAT = LATERAL		STORM DRAIN JUNCTION STRUCTURE	
LF = LINEAR FEET		GRADE BREAK	
LP = LOW POINT		ADA PATH OF TRAVEL	
MH = MANHOLE		DEEPENED BACK OF CURB	
MOC = MIDDLE OF CURVE		DENOTES KING LUMINAIRE K118 OR AMERON LUMINAIRE 150 WATT @ INTERSECTIONS AND 100 WATT FOR ALL OTHERS	
PCC = POINT OF COMPOUND CURVE		DOWN SPOUTS	
P/L = PROPERTY LINE		ASPHALT PAVEMENT THICKNESS PER PLAN (HEAVY TRAFFIC)	
PP = POWER POLE		TYPE II SLURRY SEAL	
P.M.B. = PROCESSED MISCELLANEOUS BASE		TREE	
P.O.C. = POINT OF CONNECTION			
PUE = PUBLIC UTILITY EASEMENT			
PVC = POINT OF VERTICAL CURVE			
PVC = POLYVINYL CHLORIDE			
PVI = POINT OF VERTICAL INVERT			
PVT. = PRIVATE			
PWA = PUBLIC WORKS AGENCY			
RCP = REINFORCED CONCRETE PIPE			
R/W = RIGHT OF WAY			
S/W = SIDEWALK			
SD = STORM DRAIN			
SDR = STANDARD DIMENSION RATIO			
SS = SANITARY SEWER			
S.P.P.W.C. = STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION			
ST = STREET LIGHT			
TC = TOP OF CURB			
TF = TOP OF FOOTING			
TO = TOP OF GRATE			
TOP = TOP OF PIPE			
TW = TOP OF WALL			
TRW = TOP OF RETAINING WALL			
VC = VERTICAL CURVE			
VCP = VITRIFIED CLAY PIPE			
V.P.U.E. = RUE TO VERIZON			
W.S.E.L. = WATER SURFACE ELEVATION			
WM = WATER METER			
WV = WATER VALVE			
L.O.S. = LINE OF SIGHT			

EXISTING CONTOURS AND UTILITIES ON SITE ARE SHOWN TO MATCH THE IMPROVEMENT PLAN CONDITION OF THE TRACT 5854 BACKBONE PLAN SET. THEY MAY NOT REFLECT CURRENT FIELD CONDITIONS.

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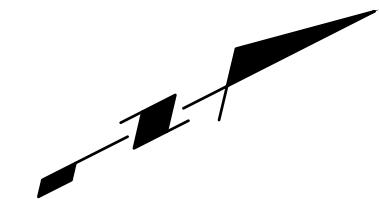
1672 DONLON STREET
VENTURA, CALIF. 93003
PHONE 805/654-6977
FAX 805/654-6979

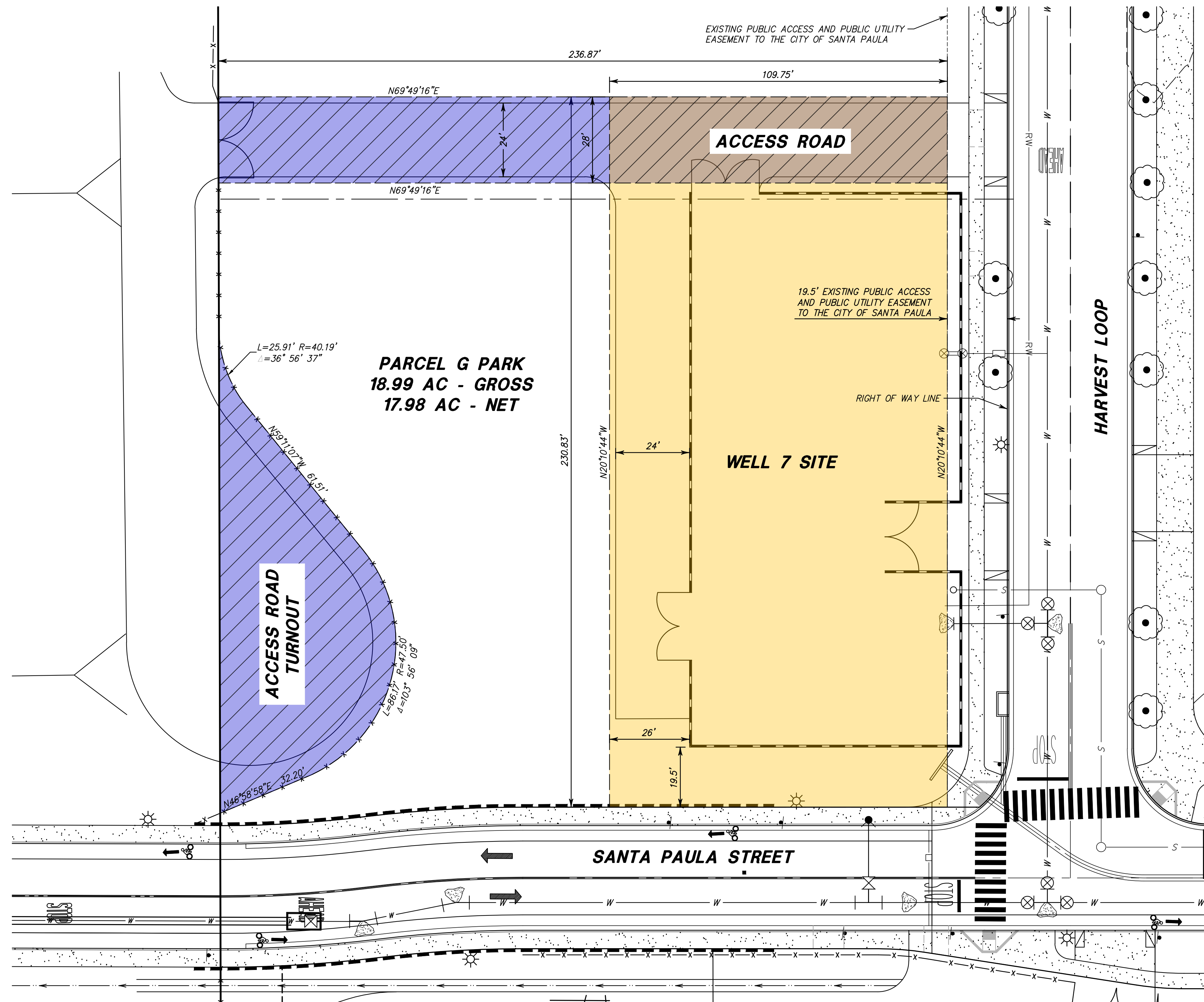
REV.	SYM.	DESCRIPTION	R.C.E.	DATE	TYPE	D.U.	DATE



SPORTS PARK COMPLEX
HARVEST AT LIMONERA, PARCEL F, TRACT 5854

REVIEWED AND RELEASED:		REVIEWED AND RELEASED:	
INTERIM PUBLIC WORKS DIRECTOR		CONSULTING DEPUTY COMBINE ENGINEER	
DATE:		DATE:	
DESIGNED BY: <i>DCC</i>	DRAWN BY: <i>DCC</i>	CHECKED BY: <i>KLH</i>	DRAWING NUMBER: <i>TBD</i>
DATE:	DATE:	DATE:	SHEET <i>3</i> OF <i>26</i>





LEGEND & ABBREVIATIONS:

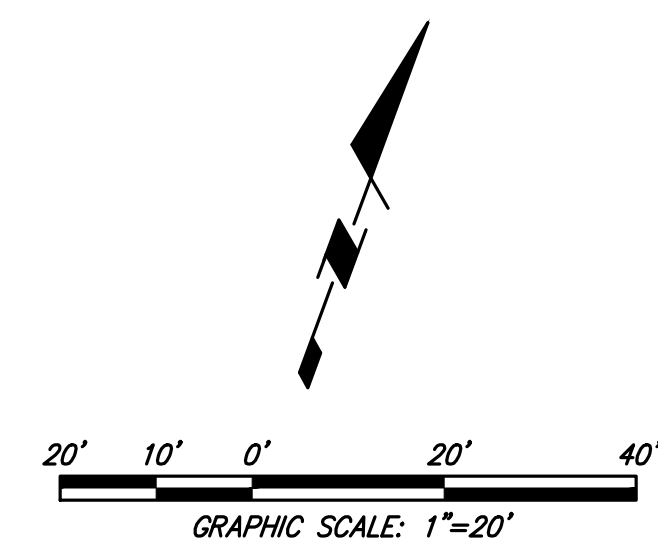
ABBREVIATIONS

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BLDG = BUILDING
BSW = BACK OF SIDEWALK
C/L = CENTERLINE
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FG = FINISHED GRADE
FL = FLOW LINE
FOW = FACE OF WALL
FS = FINISHED SURFACE
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GB = GRADE BREAK
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TW = TOP OF WALL
W = WATER MAIN

PROPOSED

DAYLIGHT LINE
EASEMENT LINE
FLOWLINE/SWALE
RETAINING WALL
SD = STORM DRAIN
STORM DRAIN
STREET LIGHT
STREET SIGN
SEWER
SLOPE
WATER
RECYCLED WATER
PROPERTY LINE
TRACT BOUNDARY
RIGHT OF WAY
FENCE
FOOTING LIMITS

- PROPOSED EASEMENT TO WPD
- PROPOSED EASEMENT TO CITY OF SANTA PAULA
- PROPOSED EASEMENT TO WPD AND CITY OF SANTA PAULA



 1672 DONLON STREET VENTURA, CALIF. 93003 PHONE 805/654-6977 FAX 805/654-6979	SITE EASEMENTS FOR WELL 7		SHEET 1 OF 1
	HARVEST AT LIMONEIRA CITY OF SANTA PAULA		
SCALE: 1" = 20' DATE: 12/5/2022	J.N.: DWG. NAME: 4521 Well 7 Site Easements.dwg	COUNTY OF VENTURA	STATE OF CALIFORNIA

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: PURCHASE AGREEMENT FOR REAL PROPERTY AT 1435 EAST HARVARD BOULEVARD

Date: September 19, 2023

Agenda Item: 4.B

RECOMMENDATION:

Staff recommends that the City Council:

(1) Adopt Resolution No. 7481 to:

- a. Authorize the City Manager to enter into a Purchase and Sale Agreement approved by the City Attorney with Buck Adam Drew, substantively in the form presented, for the purchase of 0.55 acres of land located at 1435 Harvard Boulevard for \$525,000.00; and
- b. Authorize acceptance of the land pursuant to Government Code Section 27281.

BACKGROUND:

In the past several months, city staff has been in discussions with several organizations interested in partnering with the city in the development of transitional housing for individuals experiencing homelessness. There have been several state grant opportunities to support such a project however the city was unable to be competitive because we did not have ownership or control of any viable properties. The City has interest in purchasing a property composed of 0.55 acres (23,958 square feet) at 1435 East Harvard Boulevard (**Attachment C**). The property is located across the street from the Spirit of Santa Paula Harvard Shelter and could be utilized to expand the local capacity of shelter and/or transition housing. Staff is recommending the use of Affordable Housing Trust Funds to purchase the property as it would be used to support housing needs within the community. Staff intends to work with several affordable housing developers, non-profit social service agencies and Ventura County Continuum of Care to seek out funding and development opportunities that would either fully develop the site or reimburse the Affordable Housing Trust Funds used for the purchase.

ANALYSIS:

Following direction from the City Council, staff conducted negotiations with the owner for the purchase of the property. The owner has agreed to enter an agreement to sell the property "as is" to the City for \$525,000 with a deposit of \$15,000 and that gives the City until November 1, 2023 to complete due diligence. The closing would occur 15 days thereafter, or November 16, 2023, unless the parties mutually agree to an extension. The seller has agreed to pay his

broker fee of \$7,500. A draft of the proposed purchase agreement with these material terms is attached as **Attachment B**.

Environmental Analysis

Purchase of the Property is not a “project” subject to CEQA as the purchase of land without a commitment to a development plan will not directly or indirectly result in physical changes to the environment. Should the property be developed, it would be categorically exempt as both infill development less than 5 acres (CEQA Guidelines § 15332, Class 32) and if developed for affordable housing/transitional housing per the criteria in CEQA Guidelines § 15194.

STRATEGIC PLAN:

Operational Excellence

Goal: Provide excellent service to the community in a cost-effective manner with an engaged workforce with a focus on continuous improvement and outstanding customer service.

1. Develop a strategy and position around housing/homeless with Council.
2. Establish permanent facility for transitional housing.

This acquisition of property will help leverage the opportunity to expand services and transition housing for those experiencing homelessness.

FISCAL IMPACTS:

The purchase of the property would require expenditure for the Affordable Housing Trust Fund (from Affordable Housing In-lieu payments) of \$525,000.00. Should the property be sold or developed for any other use than Affordable Housing, the funds will be returned to the Affordable Housing Trust Fund.

OPTIONS:

As an alternative to staff's recommendation, the City Council may:

- (1) Direct Staff to incorporate specific material terms in the agreement, including renegotiating the purchase price.
- (2) Provide other direction, as desirable.

ATTACHMENTS:

[ATTACHMENT A - RESOLUTION NO. 7481](#)

[ATTACHMENT B - Purchase and Sale Agreement \(1435 E. Harvard Blvd\)](#)

[ATTACHMENT C - PROPERTY INFORMATION 1435 HARVARD.pdf](#)

ATTACHMENT A:

**Resolution No. 7481
Property Acquisition**

RESOLUTION NO. 7481

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AUTHORIZING THE PURCHASE AND ACCEPTANCE OF REAL PROPERTY LOCATED AT 1435 EAST HARVARD BOULEVARD

The City Council of the City of Santa Paula does resolve as follows:

SECTION 1: *Findings.* The City Council finds and declares as follows:

- A. The City of Santa Paula has interest in purchasing real property located at 1435 East Harvard Boulevard (APN No. 101026014)
- B. The City has identified the Property as suitable for the development of affordable/transitional housing and wishes to acquire the Property in order to further the City's General Plan priority of preserving and enhancing the supply of affordable housing;
- C. The City of Santa Paula and Buck Drew have entered into an Option Agreement for the Purchase and Sale of Real Property (the "Agreement") dated as of September 19, 2023, pursuant to which Buck Drew granted to the City the exclusive option to purchase the Property upon all terms and conditions set forth in the Agreement, for \$525,000 (the "Purchase Price").
- D. The City of Santa Paula will provide earnest money of \$15,000 which would be applied toward the purchase price at closing.
- E. The purchase of the Property is in conformity with the City's General Plan and the City Council Strategic Goals in that it will allow the city to leverage property in a strategy and position to address housing/homeless by establishing a facility for transitional housing and further addressing the affordable housing needs. In addition, it will help leverage the opportunity to expand services and transition housing for those experiencing homelessness.

SECTION 2: *Consistency with the Use of Affordable Housing Trust Funds.* The City Council determines that the use of Affordable Housing Trust Funds for purchase of the Property listed in Exhibit A, which is attached hereto and incorporated by this reference, is consistent with the intended use of the funds as the intent is to utilize the property for affordable/transitional housing.

SECTION 3: *Authorization.* Pursuant to Government Code Section 27281, the City Manager, or designee, is authorized to accept the Property and to take all steps needed to purchase the Property including, without limitation, executing a Purchase and Sale Agreement, substantively in the form presented to City Council at its September 19, 2023

Special Meeting, and any other documents required for acquiring the Property on the City's behalf.

SECTION 4: *Environmental Assessment.* In accordance with CEQA Guidelines, purchase of the Property is not a “project” as the purchase of land without a commitment to a development plan will not directly or indirectly result in physical changes to the environment. Should the property be developed, it would be categorically exempt as both infill development less than 5 acres (CEQA Guidelines § 15332, Class 32) and if developed for affordable housing/transitional housing per the criteria in CEQA Guidelines § 15194.

SECTION 5: *Certification.* The City Clerk shall attest and certify to the passage and adoption of this Resolution and it should become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Santa Paula this ____ day of September 2023

Andy Sobel, Mayor

Attest:

Julie Latshaw, City Clerk

Approved as to form:

Monica Castillo, Interim City Attorney

Approved as to content:

Dan Singer, City Manager

STATE OF CALIFORNIA COUNTY OF VENTURA CITY OF SANTA PAULA

I, _____, Julie Latshaw, CITY CLERK of the City of Santa Paula do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Santa Paula held on the ____ day of September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Santa Paula, California this ____ day of September 2023

Julie Latshaw, City Clerk

ATTACHMENT B
PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is made as of _____, 2023 (the “**Effective Date**”), between Buck Adam Drew, an individual (“**Seller**”), and the City of Santa Paula, a California municipal corporation (“**Buyer**”).

ARTICLE 1. AGREEMENT OF SALE.

Subject to and on the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following (collectively, the “**Property**”):

1.1 Land. The real property which is more particularly described in Exhibit A, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property, before or after the vacation thereof (collectively, the “**Land**”);

1.2 Improvements. Any and all structures, systems, facilities, fixtures, fences and parking areas located on the Land and any and all machinery, equipment, apparatus and appliances used in connection with the operation or occupancy of the Land (such as heating and air conditioning systems and facilities used to provide utility services, refrigeration, ventilation, garbage disposal or other amenities on the Land) and other improvements located upon the Land, including, but not limited to, fence improvements and property known as the “Triangle Property” located at 1435 East Harvard Boulevard, Santa Paula, California (collectively, the “**Improvements**”). The Land and the Improvements are sometimes collectively referred to in this Agreement as the “**Property**”.

1.3 Personal Property. All of Seller’s right, title and interest in and to any personal property located within or used in connection with the Property, including, without limitation, that described in the Personal Property Inventory attached hereto as Exhibit A (collectively, the “**Personal Property**”).

1.4 Service Contracts. Those Service Contracts (defined in Section 5.7) which Buyer expressly agrees to assume; and

1.5 Other Assets. To the extent owned by Seller, all tangible and intangible assets of any nature relating to the Property or the Personal Property, including without limitation (a) all warranties upon the Improvements or Personal Property, to the full extent such warranties are assignable, (b) copies of all plans, specifications, engineering drawings and prints relating to the construction of the Improvements, (c) all license agreements, copyrights, logos, designs, trademarks, trade names, service marks and all goodwill associated with the Property, (d) all other intellectual or intangible property used by Seller in connection with the Property; and (e) all claims and causes of action arising out of or in connection with the Property.

ARTICLE 2. PURCHASE PRICE.

2.1 Amount. The purchase price (the “**Purchase Price**”) for the Property shall be \$525,000,000.

2.2 Deposit/Purchase Price. Within 10 business days after the Effective Date, Buyer shall deposit \$15,000.00 into Escrow (as defined below) into an interest bearing account on behalf of Buyer (the “**Deposit**”). The deposit shall be refundable to Buyer unless Buyer waives all contingencies by the expiration of the Due Diligence Period. If the Closing of the transaction contemplated by this transaction occurs, the Deposit shall be disbursed to Seller and applied to the Purchase Price at Closing. The failure of Buyer to make the Deposit within the time frame specified in this Section shall be a material breach of this Agreement and Seller may terminate the Agreement. Buyer shall pay the Purchase Price to Seller through escrow at the Closing described in Section 9.1. On or before the Closing Date (as defined below), Buyer shall deposit into Escrow the Purchase Price, subject to adjustment by reason of any applicable prorations and the allocation of closing costs described below. The Deposit and Purchase Price shall be made by wire transfer of federal funds, cashiers check or in another immediately available form. Notwithstanding anything herein to the contrary, One Hundred Dollars (\$100.00) of the Initial Deposit (the “**Independent Consideration**”) shall not be refundable to Buyer, but shall represent consideration for this Agreement and shall be paid to Seller. The Independent Consideration shall be paid to Seller within 3 days of the Effective Date. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for Buyer to exercise Buyer’s right to satisfy and approve all of Buyer’s conditions herein contained. If the Deposit is refunded to Buyer for any reason pursuant to this Agreement, the Independent Consideration shall be subtracted from the Deposit pursuant to this Section.

ARTICLE 3. DUE DILIGENCE.

3.1 Due Diligence Period; Inspection and Access.

3.1.1 Due Diligence Period. The “**Due Diligence Period**” means the period beginning the later of (a) the Effective Date or (b) the date on which Buyer has received all of the Due Diligence Documents (defined in Section 3.2) from Seller and ending at 5:00 p.m. on November 1, 2023.

3.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation (“**Due Diligence Investigation**”) may include, at Buyer’s option: a physical inspection of the Land and all Improvements thereon, including soil, geological and other tests, engineering evaluations of the mechanical, electrical, HVAC and other systems in the Improvements and review of the Plans; review of all governmental matters affecting the Property, including zoning, environmental and building permit and occupancy matters; review and verification of all financial and other information previously provided by Seller relating to the operation of the Property; review of the condition of title to the Property, including the building, structural system and roof inspection; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. In addition to the Preliminary Documents delivered to Buyer pursuant to Section 3.2, Buyer and its representatives shall have the right of

access during reasonable business hours to all files, books and records maintained by Seller or its agents (including, without limitation, all of the Additional Documents to be made available to Buyer at the Property pursuant to Section 3.3), wherever located, relating to the Property, including the right to copy the same. Buyer and its representatives shall also have the right of access to the Property during reasonable business hours to conduct its investigation of the physical condition of the Property. Seller agrees that the rights granted to Buyer herein and the results of its Due Diligence Investigation shall not relieve Seller of any obligations Seller may have under any other provisions of this Agreement, or under other documents entered into concurrently herewith, or implied by law, nor shall they constitute a waiver by Buyer of the right to enforce any of the same. Seller shall cooperate with Buyer in its due diligence activities and provide access to the Property, its records, or provide information so long as it is within Seller's control.

3.2 Delivery of Preliminary Documents. Within 5 business days after the Effective Date, Seller shall deliver to Buyer, at Seller's expense, all of the documents described in the remaining subsections of this Section 3.2 (collectively, the "**Preliminary Documents**") in Seller's possession or control.

3.2.1 Title Report and Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than 10 days before the Effective Date, covering the Property and issued by a title insurance company or companies acceptable to Buyer (the "**Title Company**"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association (ALTA) standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in Section 4.1.3.

3.2.2 Plans. Copies of all as-built plans and specifications for the Improvements, including without limitation the plans and specifications for and a complete description of all existing renovations and improvements to the Property and all rentable space therein, and as-built drawings for all underground utilities (collectively, the "**Plans**"), together with a certificate from an architect approved by Buyer certifying to Buyer that the Improvements were constructed and completed in accordance with the Plans;

3.2.3 Soils Report. Any soils report on the Land prepared at Seller's request or in the possession or control of Seller, including (if available) a report on compliance with any soils work recommended to be done prior to construction of the Improvements;

3.2.4 Engineers' Reports. Any structural, mechanical, environmental or geological reports concerning the Property which have been prepared at Seller's request or which are within Seller's possession or control;

3.2.5 Operating Statements; Tax Bills. Copies of operating statements for the Property certified by Seller including an itemization of income and expenses and copies of all real property tax bills for the Property for such periods;

3.2.6 Licenses, Etc. Copies of any licenses, permits or certificates required by governmental authorities in connection with construction or occupancy of the Improvements, including, without limitation, building permits, certificates of completion, certificates of occupancy and environmental permits and licenses;

3.2.7 Inspection Reports. Copies of all written reports received by Seller within three (3) years prior to the Effective Date from Seller's insurance companies, any governmental agency or any other person or entity, which requires or demands correction of any condition, or requests modification in or termination of any uses of the Property, accompanied by Seller's summary of (a) any oral reports from such insurance companies or governmental agencies, and (b) the present status of any matter noted in any oral or written report.

3.3 Additional Documents and Information. From the Effective Date through the Closing Date, Seller shall make available to Buyer at the Property in accordance with Section 3.1, the documents and information described in this Section 3.3 (collectively, the “**Additional Documents**”):

3.3.1 Agreements. Copies of written (and written descriptions of oral) easements, covenants, restrictions, agreements, contracts and other documents, whether existing or, to the knowledge of Seller, proposed as of the Effective Date, including without limitation any agreements relating to the insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property, which (a) affect the Property, (b) are not disclosed by the Preliminary Title Report, and (c) have not been delivered to Buyer pursuant to Section 3.2. If no such documents exist, Seller shall furnish its certification to that effect;

3.3.2 Warranties/Roof Inspections/HVAC Inspections. Copies of any and all guarantees or warranties and other rights given to Seller in connection with the construction, maintenance, repair or remodeling of the Improvements, periodic inspections, or the purchase of any of the Personal Property. If no such documents exist, Seller shall furnish its certification to that effect;

3.3.3 Insurance Policies. Copies of certificates evidencing the insurance carried by Seller of the Property;

3.3.4 Other Documents. All data, correspondence, documents, agreements, waivers, notices, applications and other records with respect to the Property relating to transactions with taxing authorities, governmental agencies, utilities, vendors and others with whom Buyer may be dealing from and after the Closing Date; and

3.3.5 Requested Information. Such other documents and information concerning the Property as Buyer may reasonably request.

3.4 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer's Due Diligence Investigation, in the exercise of Buyer's sole discretion, by written notice delivered to Seller no later than the expiration of the Due Diligence Period. Buyer's disapproval shall terminate this Agreement unless, at the time Buyer gives notice of its disapproval, Buyer also notifies Seller of Buyer's desire to enter into negotiations with Seller for the purpose of reaching an accommodation concerning the disapproval. If Buyer

so notifies Seller and the parties have not reached a written agreement satisfactory to both of them regarding the disapproval within 10 days after the date of the disapproval notice, Buyer, at its option, may either (a) elect to terminate this Agreement by so notifying Seller and recover the Deposit, or (b) elect to proceed with the transactions contemplated by this Agreement notwithstanding its earlier disapproval. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have disapproved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller all of the Preliminary Documents and Additional Documents previously delivered by Seller to Buyer within 5 business days of such termination.

3.5 Title Review.

3.5.1 Monetary Liens. At its expense, Seller shall remove all liens on the Property at or prior to the Closing (collectively, “**Monetary Liens**”): (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment and mechanics’ liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith).

3.5.2 Approval/Disapproval of Title Review. Buyer shall approve or disapprove of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than the Monetary Liens) in the exercise of Buyer’s sole discretion, by the expiration of the Due Diligence Period. If Buyer disapproves, Buyer may either (a) terminate this Agreement by giving Seller written notice of termination or (b) give Seller a written notice (“**Disapproval Notice**”) identifying the disapproved title matters (“**Disapproved Title Matters**”). With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within 5 days after Seller’s receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If Seller elects not to remove or cure all Disapproved Title Matters, Buyer may, at its option: (i) subject to satisfaction of the other conditions to Closing, close the purchase of the Property and take title subject to the Disapproved Title Matters which Seller elects not to remove or cure; or (ii) terminate this Agreement in accordance with Section 9.6.1.

3.5.3 Buyer’s Options. If any Disapproved Title Matters (including the Monetary Liens) have not been removed at least 5 days prior to Closing or provision for their removal at the Closing has not been made to Buyer’s satisfaction, Buyer may, at its option: (i) close the purchase of the Property and take title subject to the Disapproved Title Matters which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Title Matters which have not been removed. Buyer may credit the costs of such cure or removal against the Purchase Price by reducing the amount of cash payable by Buyer at the Closing, but only to the extent such costs are expended to remove (A) Monetary Liens referred to in Section 3.5.1 or (B) Disapproved Title Matters which Seller agreed to remove; or (iii) terminate this Agreement in accordance with Section 9.6.1.

3.5.4 Failure to Disapprove. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report, the Survey or the exceptions shown thereon by the end of the Due Diligence Period, then Buyer shall be deemed to have disapproved the same.

ARTICLE 4. CONDITIONS PRECEDENT.

4.1 Buyer's Conditions. Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

4.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation pursuant to Section 3.4;

4.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 3.5.

4.1.3 Title Policy. Seller having caused the Title Company to deliver to Buyer (a) a CLTA Owner's policy of title insurance, provided that Buyer may require an ALTA Owner's Policy if Buyer pays the incremental premium for ALTA coverage ("**Title Policy**") (or at Buyer's election a binder therefor) for the Property, or (b) the Title Company's irrevocable commitment to issue such policy of title insurance, (including such coinsurance, reinsurance and endorsements as Buyer shall require), with liability equal to the Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were approved by Buyer pursuant to Section 3.5; and (ii) the standard printed exceptions in the form of title policy called for (collectively, "**Conditions of Title**").

4.1.4 Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

4.1.5 Representations and Warranties. The representations and warranties of Seller set forth in Article 5 being true and accurate on the Closing Date, as if made on such date.

4.1.6 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the "**Non-Foreign Certification**"), substantially in the form of Exhibit C.

4.1.7 California Certification. Seller having furnished the residency certification required pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code ("**Form 593**") or having authorized Escrow Holder in writing to withhold from the Purchase Price the amounts required to be withheld by such Sections.

4.2 Seller's Conditions. Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Seller by written notice to Buyer.

4.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

4.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES.

Subject to the Disclaimer of Warranties contained in Section 5.19, Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

5.1 Defects. The Improvements and the Personal Property are in good condition and repair and are free of any latent or patent design, construction, physical or mechanical defects and there is no actual or threatened settlement, earth movement, termite infestation or damage affecting the Property.

5.2 Compliance. The Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private, and Seller has not received any notice of any violation of the same. Seller has not received any request either formal or informal, oral or written, that Seller modify or terminate any use of the Property. The zoning of the Property permits the current Improvements and use of the Property, and, there is no pending or to Seller's knowledge, contemplated rezoning. The Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the Property to Buyer.

5.3 Documents. All of the Preliminary Documents and the Additional Documents which have been delivered or made available to Buyer pursuant to Article 3, and all other documents delivered to Buyer by or on behalf of Seller (a) are true, correct and complete copies of what they purport to be, (b) represent truly the factual matters stated therein, (c) are in full force and effect, (d) have not been modified, except as set forth therein and (e) do not omit any information required to make the submission thereof accurate and complete in all material respects.

5.4 Taxes and Condemnation. There are no presently pending or contemplated special taxes or assessments which will affect the Property. There are no presently pending or, to Seller's knowledge, contemplated proceedings to condemn or demolish the Property or any part of it.

5.5 Utilities. All water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by law or by the normal operation of the Property, are (a) installed to the property lines of the Property, (b) connected to the Property, (c) adequate to service the Property in its present use and to permit full compliance with all requirements of law and normal usage by the occupants of the Property and (d) in good working order and repair. All such utilities and storm and sanitary sewers required for the operation of the Property enter the Land through

adjoining public streets or through adjoining private land in accordance with valid public or private easements that will inure to the benefit of Buyer.

5.6 Licenses. Seller has all required licenses, permits (including, without limitation, all building permits and occupancy permits), easements and rights-of-way which are required in order to continue the present use of the Property. Seller has no knowledge of any law or regulation of any governmental authority having jurisdiction which might require the Property to be improved beyond its present state or which might restrict the use and enjoyment of the Property in the manner it is presently being used and enjoyed.

5.7 Contracts/Leases/Occupancy Rights. Seller has disclosed to Buyer any contracts entered into by Seller or its property manager or leasing agent relating to the management, maintenance, leasing or operation of the Property (“**Service Contracts**”). Except for the Service Contracts, there are no agreements or other obligations to which Seller is party or, to Seller’s knowledge, by which it or the Property is bound which may affect the current use of the Property, nor are there any current leases, occupancy or operating agreements in force. No party has a right to occupancy, tenancy, or a license to use or enter the Property. Seller has fully performed all the obligations required to be performed by Seller under the Service Contracts, and to Seller’s knowledge, the other parties to the same are not in default thereunder. There are no collective bargaining agreements, other union contracts of any nature, pension plans or other benefit plans of any nature in existence to which Seller is a party and which affect the Property or the operation thereof.

5.8 Litigation. There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

5.9 Agreements with Governmental Authorities. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey.

5.10 Hazardous Materials.

5.10.1 Definitions. For purposes of this Agreement:

(a) “**Environmental Law(s)**” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., [The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq.], as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which

regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material.

(b) “**Hazardous Material**” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(c) “**Release**” means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

5.10.2 Representations.

(a) The Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(b) Neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(c) There is no Release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(d) All required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(e) There exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller’s knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(f) There are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(g) No asbestos abatement or remediation work has been performed on the Property.

(h) There is no PCB-containing equipment or PCB-containing material located on or in the Property.

5.11 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

5.12 Seller's Authority. Seller has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Seller (or its board of directors or shareholders) in order to consummate the transactions contemplated herein. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller or any affiliate thereof is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

5.13 Parking. Seller has received no written notice from any governmental agency that the parking spaces on the Property are in violation of law.

5.14 Zoning. Seller has received no written notice from any governmental agency that the Property is not in compliance with zoning requirements and laws.

5.15 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

5.16 No Employees. There are no on-site employees of Seller at the Property. Buyer shall have no obligation to employ any individual employed by Seller or its affiliates in connection with the Property.

5.17 Inspections. Seller has provided to Buyer a written report that accurately describes (a) all inspections of the Property by any governmental agency or insurance company occurring within three (3) years prior to the Effective Date, (b) all matters which were noted by such governmental agency or insurance company as requiring correction, requesting or

recommending modifications or termination of uses of the Property and (c) the present status of each such noted matter.

5.18 Misstatements and Omissions. Neither the representations and warranties made by Seller in this Article 5 nor elsewhere in this Agreement contain any untrue statement or any omission of a material fact. Seller has no documents in its possession, nor has any knowledge, that omits material facts related to the property or which would contradict or negate any of its representations contained in this Agreement.

5.19 Disclaimer of Warranties; "AS IS" Purchase. Buyer acknowledges that it will have had an opportunity to conduct its Due Diligence Investigation of the Property and will acquire the Property in its current condition based thereon. Buyer acknowledges and agrees that the Property is to be conveyed by Seller to Buyer "as is, with all faults," and substantially in its current condition. Buyer further acknowledges and agrees that, except for the representations and warranties by Seller set forth in this Section 5, the sale of the Property to Buyer is made without any warranty or representation of any kind by Seller, either express or implied or arising by operation of law, and Seller shall have no liability with respect to the nature, value, uses, habitability, merchantability, suitability, condition, design, operation, rents, financial condition or prospects, fitness for purpose or use, or the manner, construction, condition or state of repair or lack of repair of the improvements of the Property (or any part thereof), or any other aspect, portion or component of the Property whatsoever, it being specifically understood and agreed that Buyer shall have full opportunity, during the Due Diligence Investigation, to determine for itself the condition of the Property.

Buyer's Initials: _____

ARTICLE 6. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

6.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

6.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated herein conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

ARTICLE 7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.

7.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty, covenant by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

7.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party, but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

7.3 Indemnification.

7.3.1 Seller's Indemnity. Seller's obligations pursuant to this Section 7.3.1 shall survive the Closing. Seller at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Buyer, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action and compliance requirements, enforcement and clean-up actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, actual attorneys' fees and costs of defense and costs and expenses of all experts and consultants (collectively, the "**Losses**"), arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Seller contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Seller contained in this Agreement;

(b) Seller's ownership of the Property or the operation of the Property prior to the Closing Date; or

(c) the presence on, in or under the Property of any Hazardous Material on or before the Closing Date, any Release of any Hazardous Material, on, under or from the Property prior to the Closing Date or the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such Hazardous Materials on or before the Closing Date, from, under or about the Property, irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Law or other applicable laws, regulations, codes and ordinances. The indemnity contained in this paragraph (c) shall further apply, without limitation, to: (i) all residual contamination and contamination affecting any natural resources; (ii) all consequential damages; (iii) the costs of any required remediation or removal work on the Property, including, without limitation: (A) costs of remediation or removal incurred by the United States Government or the State or any other person; and (B) fines or penalties which arise from the provisions of any statute, state or federal; and (iv) liability for

personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

(d) from the provisions of any statute, state or federal; and (iv) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

ARTICLE 8. SELLER'S PRECLOSING COVENANTS.

Seller shall comply with the covenants contained in this Article 8 from the Effective Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer's sole discretion.

8.1 Contracts and Documents. Seller shall not, without Buyer's approval, not to be unreasonably withheld or delayed, (a) amend or waive any right under any Service Contract, Preliminary Document or Additional Document, or (b) enter into any material agreement of any type affecting the Property that would survive the Closing Date.

8.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property.

8.3 Compliance with Obligations. Seller shall fully and timely comply with all obligations to be performed by it under the Service Contracts, the other Preliminary Documents, the Conditions of Title and all permits, licenses, approvals and laws, regulations and orders applicable to the Property.

8.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

8.5 Termination of Contracts. Seller at its sole cost and expense shall terminate all of the Service Contracts described in Section 5.7 at or before the Closing Date, except for those contracts which Buyer expressly agrees to assume and which are actually assumed by Buyer pursuant to Section 9.3.3.

8.6 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Seller shall, at a minimum, spend such amounts for repair and maintenance as are consistent with its prior practice. Seller shall promptly advise Buyer of any significant repair or improvement required to keep the Property in such condition. Seller shall not make any material alterations to the Property, or remove any of the Personal Property therefrom, without Buyer's prior consent, unless such Personal Property so removed is simultaneously replaced with new Personal Property of similar quality and utility.

8.7 Best Efforts. Seller shall use its best efforts to cause the conditions set forth in Section 4.1 to be satisfied by the Closing Date, and Seller shall not take or permit any action that

would result in any of the representations and warranties set forth in Article 5 becoming false or incorrect.

ARTICLE 9. CLOSING.

9.1 Time. Provided all conditions set forth in Article 4 have been either satisfied or waived, the parties shall close this transaction (the “**Closing**”), on the date which is 15 days after the expiration of the Due Diligence Period (the “**Closing Date**”), as such date may be extended by the provisions of Article 10.

9.2 Escrow. This Article 9, together with such additional instructions as Lawyers Title, Title Company, Attention: Noel Palacio, 2751 Park View Court, Suite 241, Oxnard, California, 93036 (“**Escrow Holder**”), shall reasonably request and the parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder’s additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions. Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder’s obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company’s commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

9.3 Seller’s Deposit of Documents and Funds Into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

9.3.1 A duly executed and acknowledged grant deed, in the form acceptable to Buyer, conveying the Property to Buyer (“**Grant Deed**”) in the form attached as Exhibit F;

9.3.2 A duly executed bill of sale, in the form of Exhibit D, conveying the Personal Property to Buyer free and clear of liens, encumbrances and restrictions (“**Bill of Sale**”);

9.3.3 A duly executed assignment, in the form of Exhibit E, assigning to Buyer all of Seller’s interest (a) in the Plans, (b) in all warranties of which Seller is the beneficiary with respect to the Property, (c) in all intangible assets of the Property, and (d) in the Service Contracts which Buyer has elected to assume (the “**General Assignment**”);

9.3.4 The originals (or copies if originals are unavailable) of the Service Contracts Buyer has elected to assume, if any, and estoppel certificates from the other parties to such Service Contracts in form and substance satisfactory to Buyer;

9.3.5 All costs of Closing, including, but not limited to, the CLTA increment of the premium for the Title Policy, recording fees (if any), transfer taxes (if any) and fees, one-half of the escrow fees, sales tax and any other costs of Closing customarily paid by sellers of real property, plus or minus prorations as provided in Section 9.8; provided that, subject to Section

9.6, Buyer and Seller shall bear their own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement;

9.3.6 Seller's Non-foreign Certification;

9.3.7 All records and files relating to the management or operation of the Property, including, without limitation, property tax bills, insurance, and property taxes; and

9.3.8 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.3.9 Assignment and Assumption of Leases;

9.3.10 Form 593;

9.3.11 To the extent there are tenants, notice letter to tenants regarding new owner and addresses for payment of rent payment ("**Tenant Notice Letter**").

9.4 Deliveries Outside of Escrow. Notwithstanding Section 9.3, Seller and Buyer may elect to deliver the documents described in Section 9.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

9.5 Buyer's Deposit of Documents and Funds. Buyer shall deposit into escrow:

9.5.1 The Purchase Price in accordance with the provisions of Article 2, plus or minus prorations as provided in Section 9.8, by electronic transfer of federal funds to Escrow Holder, on or before the Closing Date; and

9.5.2 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.6 Default, Termination and Remedies.

9.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 4.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 3.4 (disapproval of Due Diligence Investigation), Section 3.5 (disapproval of title) or Article 10 (damage or condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement. If this Agreement terminates as a result of Seller's material breach of this Agreement, Buyer shall

have all remedies it may have hereunder or at law as a result of such occurrence, including the remedy of specific performance.

9.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 4.2 has not been satisfied or waived by Seller by the Closing Date.

9.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 9.6.1 or 9.6.2, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

9.6.4 Remedies.

(a) Buyer's Remedies. If Seller breaches this Agreement, Buyer shall be entitled to pursue all remedies permitted herein and by law, including the remedy of specific performance. No termination of the escrow by Buyer following a breach by Seller shall be deemed to waive such breach or any remedy otherwise available to Buyer.

(b) Seller's Remedies/Liquidated Damages. IF BEFORE THE CLOSE OF ESCROW BUYER FAILS TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT AND (EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 9.6) DOES NOT CURE SUCH FAILURE WITHIN TEN BUSINESS DAYS AFTER SELLER'S WRITTEN NOTICE OF SUCH FAILURE, THEN SELLER MAY THEREAFTER: (I) TERMINATE THIS AGREEMENT; (II) RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS AFTER BUYER'S APPROVAL PERIOD; AND (III) EXERCISE THE OTHER RIGHTS AND REMEDIES RESERVED BY SELLER AS PROVIDED IN THIS PARAGRAPH. IN THE EVENT SELLER TERMINATES THIS AGREEMENT BY REASON OF BUYER'S DEFAULT, BUYER AND SELLER SHALL BE RELIEVED OF ANY FURTHER OBLIGATION TO EACH OTHER WITH RESPECT TO THIS AGREEMENT AND THE PROPERTY EXCEPT FOR ANY OBLIGATIONS WHICH EXPRESSLY SURVIVE. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BUYER AND SELLER: THAT SELLER WILL INCUR SUBSTANTIAL DAMAGES AS A RESULT OF ANY FAILURE BY BUYER TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT; THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO CALCULATE AND ASCERTAIN AS OF THE EFFECTIVE DATE OF THIS AGREEMENT THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED IN SUCH EVENT BY SELLER; AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE EXTENT TO WHICH SELLER MAY BE DAMAGED BY BUYER'S DEFAULT IN LIGHT OF THE DIFFICULTY THE PARTIES WOULD HAVE IN DETERMINING SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH DEFAULT BY BUYER.

SELLER'S INITIALS

BUYER'S INITIALS

(c) Waiver of Specific Performance. SELLER HEREBY WAIVES THE RIGHT TO MAINTAIN AN ACTION FOR SPECIFIC PERFORMANCE OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY AND SELLER AGREES THAT SELLER CAN BE ADEQUATELY COMPENSATED IN MONEY DAMAGES IF BUYER FAILS TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT. SELLER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION BEING GIVEN TO BUYER FOR ENTERING INTO THIS AGREEMENT AND THAT BUYER WOULD BE UNWILLING TO ENTER INTO THIS AGREEMENT IN THE ABSENCE OF THE PROVISIONS OF THIS PARAGRAPH.

SELLER'S INITIALS

BUYER'S INITIALS

9.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 9.3 and 9.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

9.7.1 Record the Grant Deed;

9.7.2 Cause the Title Company to issue the Title Policy to Buyer;

9.7.3 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; (b) fully executed original counterparts of the Bill of Sale, the General Assignment; and (c) the Seller's Certificate, the Service Contracts referred to in Section 9.3.6, the Non-foreign Certification;

9.7.4 Deliver the Purchase Price (as adjusted pursuant to Section 9.8) to Seller;

9.7.5 Deliver or mail Tenant Notice Letter to tenants for each Lease.

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

9.8 Prorations. Subject to the other provisions of this Section 9.8, all receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date. Not less than five business days prior to the Closing, Seller shall submit to Buyer for its approval a tentative prorations schedule showing the categories and amounts of all prorations proposed, including all rents and operating expenses. Security deposits shall be credited to Buyer from Seller proceeds. The parties shall agree on a final prorations schedule prior to the Closing and shall deliver the same to Escrow Holder. If following the Closing either party discovers an error in the prorations statement, it shall notify the other party and the parties shall promptly make any adjustment required. The parties agree that any trailing bills that pertain to the Property operations before the Closing Date, which are not available as of Closing, may be presented to Buyer for proration and reimbursement up to forty five (45) days after Closing. Failure

to provide any bills by such date shall be a waiver by Seller of such reimbursement and Buyer shall have no further obligation for any such bills and Property expenses. This section 9.8 shall survive closing.

SELLER INITIALS

9.8.1 Capital Expenditures and Accounts Payable. All capital and other improvements (including labor and material) which have been performed or contracted for, by or on behalf of Seller prior to the Closing Date, and all sums due for accounts payable which have been incurred with respect to the Property prior to the Closing Date shall be paid by Seller and shall be subject to the indemnification provisions of Section 7.3. Buyer shall furnish to Seller for payment any bills for such period received after the Closing Date, and Buyer shall have no further obligation with respect thereto.

9.8.2 Property Taxes. General real estate taxes, water or sewer rates and charges (if not metered), personal property taxes, or any other governmental tax or charge levied or assessed against the Property (collectively, the “**Taxes**”), relating to the Property and payable during the year in which Closing occurs shall not be prorated between Seller and Buyer in Escrow. Upon recordation of the Grant Deed, Buyer will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing Seller shall pay through Escrow or out of Seller’s proceeds, the full amount of the installment applicable for the period in which Closing occurs. Seller shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by Seller and applicable to any period from and after the Closing Date. The taxing authority will notify Seller of any refund due Seller resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the county assessor. Seller retains the right, following close of escrow, to apply to the appropriate governmental authority/ies for refund of real property taxes pursuant to Revenue and Taxation Code Section 5096.7 (or such other applicable law), and Buyer shall reasonably cooperate with Seller’s efforts to obtain said refund.

9.8.3 Utility Charges. All utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. All utility security deposits, if any, shall be retained by Seller.

9.9 Possession. Seller shall deliver exclusive right of possession of the Property to Buyer on the Closing Date, subject only to the Conditions of Title.

ARTICLE 10. DAMAGE, DESTRUCTION AND CONDEMNATION.

This Agreement shall be governed by the Uniform Vendor and Purchaser Risk Act as set forth in Section 1662 of the California Civil Code as supplemented and modified by this Article 10. Seller shall promptly notify Buyer in writing of any material damage to the Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material part of the Property has been damaged or whether such taking or threatened taking has affected

or will affect a material part of the Property. Upon making its determination, Buyer shall notify Seller in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 9.6.1 if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Seller shall repair such damage at its expense prior to the Closing, and the Closing Date shall be extended for a reasonable period of time not to exceed 30 days to allow for completion of such repairs. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this Article 10.

ARTICLE 11. GENERAL.

11.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. Email notices may be used for convenience only, unless otherwise agreed by the parties in writing, and shall be deemed delivered one (1) business day after delivery if sent after 5 pm, or received the same day if sent on a business day between 8 am and 5 pm, and a duplicate shall be sent via USPS on the same day as the email.

The addresses for notice are:

SELLER: BUCK ADAM DREW_____
Attn_____
1921 Castillo St_____
Santa Barbara, CA 93101_____
Phone: (805)770-9100_____
Email: bucksmoving@gmail.com_____

With a copy to: Dan Beightol_____
Attn_____
3112 State Street_____
Santa Barbara, CA 93015_____
Phone: 805-895-1709_____
Email: 'dan@suncoastrealestate.com'_____

BUYER: CITY OF SANTA PAULA_____.
Attn CITY MANAGER_____
970 VENTURA STREET_____
SANTA PAULA, CA 93061_____
Phone: 805-933-4701_____
Email:_____

With a copy to: _____
Attn _____

Phone: _____
Email: _____

Either party may change its address by written notice to the other given in the manner set forth above.

11.2 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

11.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

11.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.5 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this

Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

11.7 Confidentiality and Publicity. Buyer is a public entity and as such, this Agreement, upon its presentation for approval at Buyer's City Council at a duly called and agendized public meeting, shall be subject to the Public Records Act and the Freedom of Information Act. No press release or other public disclosure may be made by Seller or any of its agents regarding Buyer's intent for this Property this transaction without the prior consent of Buyer.

11.8 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

11.9 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

11.10 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than three days prior to the Closing Date.

11.11 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

11.12 Cooperation With Exchange. Buyer agrees to cooperate with the other if Seller intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Buyer and/or Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller shall indemnify and defend and hold Buyer harmless from any claims, loss, damages or liability arising out of participation in an exchange.

11.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

11.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

11.15 Commissions, Indemnity, Disclosure. Each party represents to the other party that there is no broker representing such party in the current transaction, and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Seller shall be responsible for any broker commission associated with this purchase. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 11.15 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

11.16 Counterparts/Facsimile/PDF Signatures. This Agreement may be executed in counterparts and when so executed by the parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the parties, notwithstanding that the parties may not be signatories to the same counterpart or counterparts. The parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

City of Santa Paula, a California municipal corporation

By: _____
Dan Singer, City Manager

ATTEST:

By: _____
Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
Monica Castillo, Interim City Attorney

SELLER:

Buck Adam Drew, an individual

By: _____
Buck Andrew Draw

APPROVED AS TO FORM:
LAW OFFICES OF _____

By: _____
_____, Attorney for Seller

Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: _____, 20____

By:_____

Name:_____

Title:_____

EXHIBIT A
LAND DESCRIPTION

Exhibit “A”

EXHIBIT B

PERSONAL PROPERTY INVENTORY

Exhibit “B”

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF SANTA PAULA, a California municipal corporation (the "Transferee"), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by Buck Adam Drew (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor's U.S. employer identification number is _____; and
3. The Transferor's office address is _____.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: _____, 20____.

_____, a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT D

BILL OF SALE

This Bill of Sale (the "Bill of Sale") is made as of _____, 20____, by _____, a _____ ("Transferor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Purchase and Sale Agreement dated September __, 2023 (the "Agreement"), Transferor hereby sells, transfers, assigns and delivers to the CITY OF SANTA PAULA, a California municipal corporation ("Transferee"), any and all personal property (the "Personal Property") located within or used in connection with that certain improved real property commonly known as 1435 Harvard Boulevard, Santa Paula, CA (the "Real Property"). The Personal Property shall include, without limitation, the items described in the Personal Property Inventory attached hereto as Schedule 1.

1. Transferor hereby assigns all warranties, guarantees and indemnities, whether those warranties are express or implied, and all similar rights which Transferor may have against any other manufacturer or supplier of the Personal property or any portion thereof or against any seller, engineer, contractor or builder, in respect of the Personal Property.

2. Transferor warrants that each item of the Personal Property is in good condition, order and repair and suitable for its intended purpose on the date of this Bill of Sale.

3. Transferor at any time at or after the date of this Bill of Sale shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Transferee, and shall take any other action consistent with the terms of this Bill of Sale that may reasonably be requested by Transferee for the purpose of granting and confirming to Transferee, or reducing to Transferee's possession, any or all of the Personal Property. If requested by Transferee, Transferor further agrees to prosecute or otherwise enforce in its own name for the benefit of Transferee any claims, rights or benefits included in the Personal Property that require prosecution or enforcement in Transferor's name. Transferor also hereby appoints Transferee as its agent to act in Transferor's name and on Transferor's behalf to take any action necessary to effect the transfer of any of the Personal Property to Transferee, or prosecute or otherwise enforce any claims, rights or benefits included in the Personal Property in Transferor's name, including bringing suit in Transferor's name.

4. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

DATED: _____, 2023.

TRANSFEROR:

Buck Adam Drew

By _____

Its _____

Exhibit "D"

SCHEDULE 1

PERSONAL PROPERTY INVENTORY

[Note to drafter: list all items here (can use pictures if more descriptive; include model numbers, serial numbers, VINs etc.; if no specific list available, use this phrase in this Schedule:

“All Personal Property existing at the Real Property as of the Closing Date”]

EXHIBIT E

GENERAL ASSIGNMENT

This Assignment (the “Assignment”) is dated for reference purposes only as of _____, by Buck Adam Drew (“Assignor”).

FOR VALUABLE CONSIDERATION, as set forth in that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated _____, 2023 (the “Agreement”), Assignor hereby assigns and transfers to the CITY OF SANTA PAULA, a California municipal corporation (“Assignee”), following:

A. All equipment leases, service and/or maintenance agreements and contracts relating to the Real Property (collectively, the “Contracts”)[, as more particularly described in Schedule 1 attached hereto];

B. All permits, licenses, consents, registrations and other similar approvals applicable to the Real Property (collectively, the “Approvals”)[, which Approvals are more particularly described in Schedule 2 attached hereto];

C. All as-built plans and specifications for: (1) the Real Property; (2) any and all improvements used in connection with the operation or occupancy of the Real Property or located upon the Real Property (the “Improvements”); and (3) any and all personal property owned by Assignor located within or used in connection with the operation of the Real Property and Improvements (the “Personal Property”) (collectively, the “Plans”); and

D. All warranties of which Assignor is the beneficiary (the “Warranties”) with respect to the Improvements or Personal Property.

This Assignment shall not supersede the Agreement and, in the event of conflict between this Assignment and the Agreement, the Agreement shall control.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

This Assignment shall take effect the last to occur of the following: (i) full execution by all parties and Lessor’s consent, as shown by the last date entered below the parties’ signatures and (ii) upon the consummation of the transaction between Assignee and Assignor

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

Buck Adam Drew

Exhibit “E”

By _____

Its _____

Date: _____

SCHEDULE 1

Note to drafter: List all equipment leases, service and/or maintenance agreements and contracts relating to the Real Property - if none known, delete this schedule and bracketed phrase but leave general assignment of unspecified contracts. Leases should have a separate assignment, so do not assign seller's interest in leases in this document.

SCHEDULE 2

Note to drafter: List all permits, licenses, consents, registrations and other similar approvals applicable to the Real Property- if none known, delete this schedule and bracketed phrase but leave general assignment of unspecified contracts

EXHIBIT F
GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

City of _____

_____, CA

ATTN: City Clerk

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: _____

Grant Deed

The undersigned Grantor(s) declare(s): City of _____ is exempt from property taxes
Documentary transfer tax is \$0.

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of _____ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANT(S) to

the following described real property in the City of _____

County of _____

State of California:

SEE ATTACHED EXHIBIT A

Dated: _____, 20__

By: _____

Exhibit "F"

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20____, from _____, to the **City of _____**, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of _____, pursuant to the authority conferred by Resolution No. _____, adopted by the City Council of the City of _____ on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20____

CITY OF _____

By _____

Exhibit "E"



City of Santa Paula Parcel Report

Parcel Information

APN	101026014
APN Suffix	5
Owner 1	DREW BUCK A
Situs Number	1435
Situs Direction	E
Situs Street	HARVARD
Situs Suffix	BL
Tract Number	
Acreage	0.55
Square Footage	24,073



Land Use

General Plan Land Use

General Plan Designation:

Commercial

General Plan Expansion Area

No

Zoning District

Base Zone:

C-G

WARNING: The information contained herein was created by the Ventura County Geographic Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



City of Santa Paula Parcel Report

Overlay Zone: Airport-Influenced Area (KI)

No

Overlay Zone: Airport Inner Safety (KS-IS) or Airport Outer Safety (KS-OS)

No

Overlay Zone: Historic District (HD)

No

Overlay Zone: Housing Opportunities (HO)

No

Overlay Zone: Industrial Park (IP)

No

Overlay Zone: Planned Development (PD)

No

Hazards

100 Year Floodplain

No

500 Year Floodplain

Flood Zone: X

All Faults

No

Fire Severity Zones

Map Service Unavailable

Liquefaction

No

Tsunami Inundation

No

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City of Santa Paula Parcel Report

School Districts

Elementary School Districts

Map Service Unavailable

Secondary School Districts

Map Service Unavailable

Political Districts

Assembly Districts

Name: Stephen Anthony Bennett
Ordinal: 38th

Senatorial Districts

Name: S Monique Limon
Ordinal: 21st

Congressional Districts

Name: Julia Andrews Brownley
Ordinal: 26th

Supervisory Districts

Name: Kelly Long
Ordinal: 3rd

Political Districts and Elections

City Boundary

City Name: Santa Paula

Election Precinct

Number: Santa Paula 3-034

WARNING: The information contained herein was created by the Ventura County Geographic Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

**MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF
CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS**
(Last amended: [DATE])

ARTICLE I - SCOPE

1.1 Application of Rules

This Manual (the "Manual") shall establish the procedures for the conduct of all meetings of the City of Santa Paula City Council and other constituent, governing bodies and commissions as authorized by Government Code § 36813.

This Manual rescinds and supersedes all prior City resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

City of Santa Paula Resolution No. 6023;
City of Santa Paula Resolution No. 6161;
City of Santa Paula Resolution No. 7264;
City of Santa Paula Resolution No. 7294; and
City of Santa Paula Resolution No. 7376.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

a) "Legislative Body" means any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the City of Santa Paula that is subject to the Brown Act (Government Code § 54950 et seq.). This includes the Santa Paula City Council, Planning Commission, Recreation Commission, and any standing committee subject to the Brown Act. The term "Legislative Body" does not include Non-Governing Bodies, as defined below.

b) "Presiding Officer" means the chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the City Council and the Chair of any Commission.

c) "Vice Chair" means the vice chairperson to the Presiding Officer. For example, the Vice Chair means the Vice Mayor in the case of the City Council and the Vice Chairperson of any Commission.

d) "Clerk/Secretary" means the person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk and custodian of rules, resolutions, ordinances and Legislative Body records. For example, the Clerk/Secretary refers to the City Clerk in the case of the City.

e) "City Attorney" means the legal advisor to the Legislative Body.

f) "City Manager" means the Chief Executive Officer of the City. The City Manager can designate appropriate staff to serve as the clerk/secretary to any Commission of the City.

g) "Non-Governing Bodies" means wholly advisory committees and bodies that are not subject to the provisions of the Brown Act. An "ad hoc" committee is an advisory committee not subject to the Brown Act if it (1) consists solely of less than a quorum of its parent Legislative Body, (2) is composed solely of members of its parent Legislative Body, (3) has no continuing subject matter jurisdiction, and (4) does not have a meeting fixed by formal action of its parent Legislative Body.

h) "Sub-Legislative Bodies" means wholly advisory committees which are subject to the Brown Act. An advisory committee is subject to the Brown Act if it (i) is established by ordinance, resolution, or other formal action; or (ii) has a fixed regular meeting schedule; or (iii) has continuing subject matter jurisdiction over a non-temporary issue; or (iv) continues to conduct business in excess of 180 days; or (v) has a majority membership of officials from other Legislative Bodies.

These rules and procedures are enacted pursuant to authority granted by Government Code §§ 36813 and 54954 et seq. The purpose of this Manual is to provide that the Legislative Bodies' procedures will be consistent with the Brown Act and also to establish procedures which will be convenient for the public and contribute to the orderly conduct of any Legislative Bodies' business. The procedures herein are in addition to, and not in place of, applicable ordinances and statutes and in the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter.

ARTICLE II - MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to a specific Legislative Body, the regular meeting of the City Council will be held on the first and third Wednesday of each month at 6:30 p.m. in the Council Chambers at City Hall, or at such other times or locations as the Legislative Body may from time to time designate, in the order of adjournment, or in the notice of call of any special meeting. In the event a day of meeting shall be a legal holiday, said meeting shall be held on the next business day, unless otherwise specified by the Legislative Body.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the written request of a majority of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call.

The means and method for calling such special meeting shall be as set forth in the Brown Act as it now exists in Government Code § 54956 or may hereafter be amended. The City Manager, when necessary for the purpose of conducting city business and the continuity of governance, may request the Presiding Officer to call a special meeting. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Emergency Meetings

An emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists. An "emergency" means:

(a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

(b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law at Government Code § 54956.5, as may be amended.

2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. For example, three members of the City Council constitute a quorum. Less than a majority may meet at noticed public meetings to adjourn from time to time, or to compel the attendance of absent members. Any member who fails to attend any of the meetings of the Legislative Body for 60 days, unless such absences are excused, shall surrender the office and be deemed to have surrendered the office.

2.5 Study Sessions

The Legislative Body may meet informally in conference or "study" sessions regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a Study Session, the Legislative Body shall not take any action with respect to the matter under study except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

2.6 Adjournment

At 10:30 p.m., if business has not concluded, no new business will be considered unless by a majority vote the City Council agrees to begin new business. Items under

consideration at 10:30 p.m. may be concluded. If a majority does not agree to begin new business, the remaining items will be postponed to the next City Council meeting.

ARTICLE III - NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary or his or her designee shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth in Article V. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other postal material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

SANTA PAULA CITY HALL FOYER

CITY OF SANTA PAULA WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary or his or her designee shall post a written notice specifying the time and place of the special meeting and the business to be transacted and send such notice to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth in Article V.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four (24) hours a day and where the notice is not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

SANTA PAULA CITY HALL FOYER

CITY OF SANTA PAULA WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. Should less than a quorum be in attendance, the Clerk/Secretary will list the attendees in the minutes. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. (Government Code § 54955.) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code § 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary or his or her designee shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) of the posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain all such affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuant to Government Code § 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

ARTICLE IV - CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by

State law to exclude from a closed session. No minutes of the proceedings of the Legislative Body during a closed session are required. There shall be no closed session during any emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Clerk/Secretary may attend each closed session of the Legislative Body and keep and enter into a minute book a record of any reportable decisions made at the meeting.

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 7 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or City Attorney shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as shown on the agenda.

Following closed session, the Presiding Officer or City Attorney shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and the vote or abstention of every member present.

ARTICLE V - AGENDA CONTENTS

5.1 Preparation of Agendas

a) **Agenda Posting.** Barring insurmountable difficulties, the agenda should ordinarily be delivered to the members of the City Council by 6:00 p.m. on Thursday preceding the City Council's regular Wednesday meeting. In the event of a Special Meeting, agendas should be delivered no less than 24 hours before the time set for the Special Meeting or as promptly as practicable, whichever is earlier. The

agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

b) **Future Agenda Items – Not Time-Sensitive.** Any Legislative Body member may have placed on the agenda any business that should be deliberated upon in the future by the Legislative Body. Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall submit to the City Manager a request to place the matter on a future agenda by completing a City-provided form. The form must be submitted no later than the Monday before the agenda is delivered to members of City Council. Such Monday is referred to in this Section as the "Submittal Deadline." The form will at minimum require a description of the proposed matter for discussion and a requested future meeting date. The matter shall then be listed on the next agenda under "Items for Future Agendas" for discussion of whether it should be a future agenda item. The listing of the matter allows a discussion of whether a staff report should be prepared and the item brought back for consideration. Action to place an item on a future agenda for consideration requires a majority vote. The City Manager has discretion as to when the item will be placed on the agenda, unless otherwise directed by the City Council.

c) **Future Agenda Items – Time-Sensitive.** If a Legislative Body member does not become aware of a time-sensitive matter before the Submittal Deadline, the member may request by motion that the matter be placed on a future agenda during a meeting. The motion must be made during the portion of the meeting designated for "Items for Future Agendas." At least one other councilmember must second the motion, and if there is none, the item may be submitted using the procedure described in paragraph b), above. A matter is "time-sensitive" if direction or action from the City Council is needed at one of the three subsequent Regular Meetings. When making the motion, the moving member must state the reason why the matter qualifies as time-sensitive.

d) Notwithstanding the foregoing, the City Manager generally has responsibility for setting the agenda for the Legislative Body in consultation with the Mayor (except for any Commission where the responsibility may be assigned to the City Manager's designee), and may place matters on the agenda in accordance with the City Manager's evaluation of administrative priorities and resource capacities of City.

5.2 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code §54954.2 and, where applicable, §54954.5. Matters may be

designated as "pending" and listed for the sole purpose of determining if they will be on a future agenda.

5.3 Action Items

a) Matters may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is so amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

5.4 Resolutions

a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional explanatory material it often recites) to facilitate such future reference and research.

b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article XI, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the City Attorney to prepare a resolution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article XI, shall be followed. All resolutions must be approved by the City Attorney or Deputy City Attorney.

5.5 Ordinances (City Council Only)

a) The City Council is the only Legislative Body empowered to legislate the Santa Paula Municipal Code by adoption of ordinances.

b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction and the second adoption. Unless a Councilmember requests a full reading, a proposed ordinance may be read in title only.

c) When read by title only, further reading of an ordinance may be waived by a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. (Government Code § 36934.)

d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council with the agenda packet for the meeting at which the ordinance is to be introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the Clerk/Secretary with the same formality as resolutions as described above in Section 5.4.

e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires four-fifths vote of the City Council for passage pursuant to Government Code § 36937. Urgency ordinances may be adopted either at a regular or special meeting. (Government Code § 36934.)

f) All ordinances must be approved by the City Attorney or Deputy City Attorney. No ordinance may be prepared for presentation to the City Council unless ordered by a majority vote of the City Council, the City Manager, or prepared by the City Attorney on his/her own initiative.

5.6 Contracts and Agreements

When any contract or agreement is to be considered by the Legislative Body, the complete contract and agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act

and/or the California Public Records Act. (Government Code §§ 6250 through 6276.48.) All contracts and agreements must, before being placed on the Agenda, be approved as to form and legality by the City Attorney or Deputy City Attorney. Such approval must be indicated in the staff report.

5.7 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section 5.9 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

5.8 Public Comment Period

a) Pursuant to Government Code § 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article VII.

b) Notices and agendas for special meetings must also give members of the public the opportunity to speak before or during consideration of an item on the agenda but need not allow members of the public an opportunity to speak on other matters within the jurisdiction of the legislative body.

5.9 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

a) Upon a majority determination that an "emergency situation," which is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting.

For the purposes of this Subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different

from that which existed at the time the agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this Subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

5.10 Minutes and Recordings

a) An account of all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meeting proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available. Unless requested by a majority of the quorum, the minutes may be approved without reading.

b) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public for at least 2 years. (Government Code § 34090(d)). A recording may be deleted without the approval of the Legislative Body and City Attorney if reproduced in an electronic medium that does not allow alteration to the original and the reproduction is a true copy of archival quality kept in a safe and separate place for security purposes. (Government Code § 34090.5.) The Clerk/Secretary must provide to the public, without charge, equipment to review the record.

ARTICLE VI - ORDER OF BUSINESS

6.1 Order of Business

The order of business of each meeting shall be contained in the agenda prepared by the Clerk/Secretary unless the majority of the Legislative Body members consent to take items out of order. The order of business at meetings of the Legislative Body may be as follows in accordance with the procedures specified in this Article VI:

- a) Call to Order
- b) Invocation
- c) Flag Salute
- d) Roll Call
- e) Closed Session Report, if applicable.

- f) Public Comment
- g) Presentations
- h) City Council Reports
- i) City Manager Reports
- j) Consent Calendar (See Section 6.3 below.)
- k) Action Items
- l) Items for Future Agendas
- m) Adjournment

6.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the three Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

6.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. For example, items the City Manager believes will not require City Council discussion and are routine in nature as well as resolutions confirming action from a previous meeting which are brought back for approval of form rather than approval of action may be added as Consent Items. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be subject to public comment procedures in Article VII(Public Comment and Presentations). Upon the request of any member of the Legislative Body or upon the request of a member of the public made through the Presiding Officer, a matter may be removed from the Consent Calendar for separate discussion and/or action.

Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. During the meeting, the Clerk/Secretary may be asked to read Consent Items into the record for the purpose of informing the public on the subjects being considered. The following matters are not appropriate for the Consent Calendar:

- a) Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.
- b) Any matter where the City Manager believes (i) it unlikely that there would be unanimous approval by the Legislative Body, or (ii) there is likely to be public comment on the matter, or (iii) a public presentation of the matter would be beneficial to the community.

6.4 City Representatives and Advisory Bodies (City Council Only)

a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two years where reasonably possible and convenient for said appointee. Appointees serve at the pleasure of the Council.

b) The City Council shall have the power to establish advisory committees, commissions, other Legislative Bodies, and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution or other formal action, or (ii) has a fixed regular meeting schedule, or (iii) has continuing subject matter jurisdiction over a non-temporary issue, or (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act. Such committees are referred to herein as "Sub-Legislative Bodies" and are made subject to the Brown Act pursuant to this Manual.

Advisory bodies and committees may take the following form:

(i) Ad Hoc Committees

The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

(ii) Standing Committees

The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code §§ 54970-54974).

(iii) Sub-Legislative Bodies and Non-Governing Bodies shall be responsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of a majority of the Council.

(iv) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the whole Council body. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissions so created may be abolished by a majority vote of the whole Council body by repeal of the enacting ordinance or resolution.

c) Santa Paula Municipal Code §12.06, as may be amended, governs the appointment of members to City bodies, committees, boards, and commissions that assist City Council in conducting City business (e.g. the Recreation, Housing and Planning Commissions).

6.5 Budgets

The City Council shall have the power to approve the City budget. Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditures. With respect to any given expenditure, the applicable procedure shall be followed. Further, adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

6.6 Items from Members

a) There is a specific item on the agenda referred to as "City Council Reports" for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, or request that staff look into specific matters or similar matters. (See Section 5.1 regarding future agenda items if item requires Council action.) These matters may not be discussed, opined upon or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same procedures set out for Public Comment in Section 7.2. No action may be taken on such matters without being placed on a subsequent agenda.

b) There is an agenda item referred to as "Items for Future Agendas." Matters are listed under this item pursuant to Section 5.1(b) or (c) where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared.

c) There is an agenda item referred to as "City Manager Reports." This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda, and subject to the same restriction that there may be no discussion or action on such matter.

ARTICLE VII - PUBLIC COMMENT AND PRESENTATIONS

7.1 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value to include activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Santa Paula community, honors and recognitions for City staff for outstanding service or commitment to the City's mission and goals. Please Note: This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics. Subject to the discretion of the Mayor, all presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

7.2 Public Comment

At the beginning of any Legislative Body meeting the public shall be afforded the right to comment on any and all issues (not on the agenda) within the subject matter jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a "Public Comment" heading. With regard to matters not on the agenda, the Legislative Body may ask questions of persons who raise new matters during the Public Comment period or otherwise, and the Presiding Officer should handle such matters as provided in Section 7.3, below. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 7.4 below.

7.3 Time Limitations

The time limit to speak for public comments is three minutes during a noticed public meeting, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article VIII. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally. For example, the Mayor may shorten the time limit to accommodate a lengthy agenda. Likewise, the Mayor may extend time if he or she finds such extension is reasonably necessary to allow the speaker to complete his/her message without repetition or unnecessary tangents.

The Legislative Body may also adopt reasonable regulations, including time limits, on public comments. Such regulations should be enforced fairly and without regard to speakers' viewpoints. The Legislative Body has discretion to modify its regulations regarding time limits on public comment if necessary.

7.4 Additional Procedures for Public Comment on Agenda Items

a) Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, or both, as determined by the Legislative Body and set forth in the agenda. No speaker may comment on the same item during both the Public Comment period and at the time the item is heard later in the agenda.

b) Each member of the public addressing the Council must submit such written information as the Clerk/Secretary may require for the record, step to the podium, and give their name and address for the record. However, members of the public cannot be required to provide their name or other information as a condition of providing public comment.

c) When any identifiable group of persons, as distinguished from the general public, seeks to address the Council on the same agenda item, the Mayor has the discretion to ask that the group select a spokesperson to address the Council. If additional issues are to be presented at the hearing by any other member of such group, the Mayor may limit the number of persons to address the Council to avoid unnecessary repetition of information presented to the Council.

d) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

e) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

f) A member of the public addressing the Council may not speak on behalf of another member of the public (i.e. "comment by proxy") unless the person whom a speaker is representing attends the meeting and submits his or her own comment card (or equivalent in the case of virtual meetings). Such represented person is not required to stay for the entire meeting.

7.5 Procedural Order for Individual Agenda Items

The procedural order for items of business appearing on the agenda at meetings of the Legislative Body may be as follows:

- a) Introduction of item
- b) Invite staff presentation.
- c) Council invited to ask staff any questions or clarifications
- d) Public comment
- e) Mayor to ask staff if they have any closing comments and/or responses to public comments.
- f) Council deliberation and discussion
- g) Introduction of motion, second, further discussion if needed, vote.

After a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE VIII - NOTICED PUBLIC HEARINGS

8.1 Public Hearings; Notice; Fairness

a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of the aforesaid City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

c) In the event the entire Legislative Body is contacted about an issue, for example, by letter or email, the following steps will be taken no less than [24] hours from being contacted:

1. Either the Presiding Officer or designee shall acknowledge receipt of the communication by replying: "We have received your [email/letter] dated _____. The City Council values your opinions. To avoid any risk of violating of the Brown Act, your [email/letter] has been forwarded to the [City Manager/City Attorney/appropriate staff]."

If you have not heard from a City representative within _____ days, please contact the Mayor and/or City Manager.”

2. [OTHER STEPS?]

d) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the statute of limitations to challenge the validity of any action taken by the Legislative Body on such matter.

e) In all matters before a Legislative Body, whether a public hearing or otherwise, the Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi-adjudicative and adjudicative proceedings involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

f) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

g) When there is a potential for conflict of interest or a due process concern that may impact a public hearing, Legislative Body members may contact the City Attorney. See Section 9.7 for provisions pertaining to City Attorney advice.

8.2 Continuance of Hearings

a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or, notice of continuance, be continued or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

b) When it is the decision of the Legislative Body to continue an item which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting.

At that time the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted

to again address the Legislative Body on the item at the renewed hearing subject to the finding of the Presiding Officer that the testimony is redundant. Upon such finding the time allotted for testimony by the individual may be summarily reduced.

d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believes confusion may be created as to the time of the hearing.

8.3 Conduct of Hearings

a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. Written materials included and not included in the agenda packet are received and filed. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff, but should prevent expressions of opinion by members of the Legislative Body before the conduct of the hearing.

b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful. The applicant/representative usually speaks first and is limited to twenty (20) minutes, any portion of which can be used for rebuttal. The City Council may amend this time limit by consensus or majority vote depending on the complexity of the issues. Rebuttal occurs following the remainder of the public testimony.

c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons. All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

d) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new

evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

e) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers to limit the total time for testimony to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

f) Members of the public are allowed to show videos, Powerpoint presentations or similar presentations provided such video or presentation is relevant to the subject matter of the Legislative Body, is within the established time limit, and is provided to City staff 24 hours in advance of the meeting.

8.4 Extra-Meeting Contacts on Matters Set for Public Hearing

a) Legislative Body members should minimize their contacts with developers, applicants, or other persons who will be the subject of a quasi-adjudicative or adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Legislative Body or with advocacy groups or special interests.

b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

8.5 Contributions and Recusal (SB 1439)¹

¹ As of the date of this Manual, the Fair Political Practices Commission (FPPC), in response to several questions from the League of California Cities and other stakeholders, has proposed regulations to clarify the ambiguous text of Senate Bill 1439 (SB 1439). Further, some have questioned the constitutionality of

a) Beginning January 1, 2023, an elected Legislative Body member may not participate in a decision involving a prior donor's license, permit, or other entitlement for 12 months after receiving a contribution, including a campaign contribution, exceeding \$250 in aggregate. The elected member also may not accept a contribution exceeding \$250 during the 12 months after the date of the final decision.

b) This disqualification is also triggered by the receipt of a donation over \$250 from a "participant" in the decision. A "participant" in general means someone who is not the donor but who actively supports or opposes the donor's license, permit, or other entitlement and who has a financial interest in the decision.

c) For contributions over \$250 made before a final decision, both the donor and the member who is disqualified pursuant to this section must disclose the contribution on the record of the proceeding. The member must then recuse him or herself from the proceeding.

d) However, the member may participate if he or she returns the contribution within 30 days from the time the member knows, or should have known, about the contribution and the proceeding. The member must return at least the amount of the contribution that is in excess of \$250 to participate.

ARTICLE IX - OFFICERS

9.1 Presiding Officer

a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article X.

b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding

SB 1439. That is because campaign contributions involve an exercise of a fundamental freedom protected by the First Amendment to the United States Constitution and article I, section 2 of the California Constitution. At this time, it is unknown if a legal challenge has been or will be brought in court.

Officer may call any other member to take his or her place as Presiding Officer; such substitution is not to continue beyond adjournment.

c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden.

9.1.1. Mayor and Vice-Mayor

a) Although a ceremonial position, the Mayor occupies the highest office in the municipal government and is expected to provide the leadership necessary to keep the city moving in the proper direction. Effective mayors act not only as leaders staking out policy positions, but also facilitators of effective teamwork. The Mayor shepherds the City through public meetings and in doing so must ensure the Council's important policy issues and long-term future concerns are fairly debated by the entire Council for the benefit of the public.

b) Each Member elected to the Council is equally qualified and deserving to hold the offices of Mayor and Vice Mayor and each Councilmember should be given **ample opportunity to serve in one or both of these offices.**

9.2 Representation of Legislative Body

a) The Mayor is elected by a majority vote of the Council for a one-year term at the first regular meeting of the City Council in December of each year. (Santa Paula Municipal Code § 30.02.) The Mayor must be a member of the City Council and retains all powers of a Councilmember.

b) The Vice Mayor is elected by a majority vote of the Council for a one-year term at the first regular meeting of the City Council in December of each year. (Santa Paula Municipal Code § 30.02.) The Vice Mayor must be a member of the City Council and retains all powers of a Councilmember.

c) Procedure for Mayoral election:

(i) The Clerk/Secretary will state the procedures for electing the Mayor and Vice Mayor.

(ii) The election of the Mayor will be conducted by the Clerk/Secretary or a designee.

(iii) The Clerk/Secretary will declare that the office of Mayor is vacant and that nominations are open.

- (iv) Any member of the City Council may nominate any member of the City Council as Mayor, including him or herself. A second to a nomination is not required.
- (v) Any member of the City Council may move to close the nominations at any time after all Councilmembers have had the opportunity to make a nomination. The motion requires a second and must receive a vote of a majority of the City Council to pass.
- (vi) After nominations have been closed, the Council can debate the nominations. After deliberations conclude, the Clerk/Secretary will call for the vote on the election of the Mayor.
- (vii) The nominees will be voted on in the order the nominations were made.
- (viii) The first Councilmember receiving the vote of a majority of the City Council is the Mayor and the election will be closed.
- (ix) If no member of the City Council receives a majority vote, the Clerk/Secretary will re-open the nominations and conduct a new election until a Mayor is elected.
- (x) The Councilmember appointed as Mayor must have been a member of the Council for approximately two years. In the absence of a Councilmember with sufficient tenure on the Council, priority should be given first to any Member who has not previously served as Mayor or Vice Mayor, and thereafter to the Member with the longest continuous service since last serving as Mayor or Vice Mayor.
- d) Procedure for Vice-Mayoral Election.

The election of the Vice Mayor will be conducted in the same manner as the election of the Mayor, except that it is generally expected, although not mandatory, that the Vice Mayor should succeed to the office of Mayor.

e) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

9.3 Use of Letterhead.

Members of the City Council may use official City letterhead to correspond with other public officials and with consultants on matters of City business but any such correspondence shall state that the views expressed therein are personal and not the

position of the City unless the City Council has officially adopted such position. No other Legislative Body or Sub-Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

9.4 Email Policy

a) Members of the Legislative Body are provided with City email accounts which may be utilized for the conduct of City business, including communications with constituents. Members should be aware that all such communications may be subject to the Public Records Act (Government Code § 7920.000 et seq). Use of private email accounts for City business may also make them subject to disclosure.

b) Members of the Legislative Body are subject to the Brown Act in the use of email. Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, for example such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs. When sending an email to provide such factual information, a member of the Legislative Body should advise all other members, "Please do not reply all to this email." Where a concern exists regarding whether an email complies with the Brown Act, the email can be forwarded to the City Manager or City Attorney for review.

9.5 Social Media Policy

a) The City Council ("Council"), as the legislative body of the City of Santa Paula ("City"), hereby adopts the following policies regarding the private use of social media by individual members. This policy is adopted, in part, in light of California Assembly Bill No. 992, which authorizes members of a legislative body to use social media to communicate with the public, subject to statutory exceptions.

b) The Council acknowledges that social media has become an integral channel of communication between individual members and the public. The Council appreciates that proper use of social media can serve many important functions, including: (1) building awareness and interest around the City (i.e., mission, services, projects, meetings, activities and events, etc.); (2) supplementing the rapid disbursement of emergency information; and (3) fostering civic pride and engagement within the community. The Council recognizes, however, that its members' use of social media must be balanced against legal obligations with respect to transparency in the conduct of the people's business.² For these reasons, the following protocols will be followed.

² E.g., the Brown Act requires that legislative bodies of public agencies deliberate and take action openly. (Gov. Code §§ 54950 et seq.). Additionally, communications regarding City business on private accounts may be subject to disclosure under the Public Records Act. (Gov. Code §§ 6250 et seq.)

c) Definitions

- (i) City: the City of Santa Paula, California.
- (ii) Councilmember and other public officials: any member of the City Council and any member of a City Council-appointed committee or other governing body of the City of Santa Paula
- (iii) City business: information relating to the conduct of the public's business or communications concerning matters within the subject matter of the City's jurisdiction, including, but not limited to, pending or potential City projects, past or prospective City agenda items, or City budgets or expenditures involving City funds.
- (iv) Open and accessible to the public: members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.
- (v) Social media platforms: an online service that is open and accessible to the public. Examples include Snapchat, Instagram, Facebook, Twitter, blogs, TikTok and Reddit.

d) Public Records Act: Councilmembers and other public officials should be aware that their posts, comments, and responses about City business on social media platforms, whether on public or private pages, may be subject to disclosure under the Public Records Act.

e) First Amendment: Councilmembers and other public officials should also be aware that their private social media accounts may be transformed into public forums where members of the public may have First Amendment rights. In determining whether a private social media page has become a public forum, courts have examined factors including:

- (i) How the public official is identified on the site (*i.e.*, is she identified as "Mayor" or simply "Jane Doe"?);
- (ii) How the page is titled (*i.e.*, is the account registered as a governmental account or a private account?);
- (iii) How the public official "invites" users to use the page (*i.e.*, in cases in which the account was deemed a public one, the public official solicited the public's opinion on City matters);

- (iv) Whether the public official is “transacting” City matters on the site (*i.e.*, posting about matters before the City);
- (v) Whether City employees help maintain and operate the site; and
- (vi) Whether the public official uses the site to engage directly with the public (*i.e.*, replying to constituent comments regarding City business).

f) Whether an account is private or public is fact-specific and depends on the totality of the circumstances. In some instances, courts have sided with plaintiffs in finding that public officials’ use of their social media accounts have turned those sites into public forums.² For these reasons, Councilmembers shall comply with the following best practices:

- (i) No use of City staff: Councilmembers and other public officials will not use City staff to help maintain their personal accounts on social media platforms.
- (ii) Separate accounts; private page disclosure: Councilmembers and other public officials will keep all personal social media accounts separate from those of the City and other Councilmembers. To that end, Councilmembers and other public officials should include language that is substantially similar to the following on all personal pages: “This is my personal social media and is not intended as a forum to discuss City business.”
- (iii) Content moderation if potential public forum: If there are reasons to believe that a Councilmember or other public official’s private social media page has turned into a public forum, the Councilmember or public official should not block members of the public from the page or delete comments with which they disagree.

g) Brown Act: Councilmembers and other public officials may engage in separate conversations or communicate on social media platforms to answer questions, provide information to the public, or solicit information from the public regarding City business. In accordance with AB 992, Councilmembers and other public officials will not do either of the following on a social media platform:

- (i) Discussion by a majority: Discuss City business with a majority of Councilmembers or, as applicable, with a majority of the relevant City Council-appointed committee or commission. That includes communicating, posting, sharing, commenting, or using digital icons (*i.e.*, a thumbs up or an emoji); or
- (ii) Direct responses: Respond directly to another Councilmember or other public official’s communication, comment or post if the topic concerns City business.

h) Consequences: Failure of a Councilmember to abide by this policy, following its adoption, may result in censure by the Council.

9.6 Clerk/Secretary

The Clerk/Secretary or his/her deputy shall attend all meetings of the Legislative Body unless excused, and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

9.7 City Manager

a) The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body, but shall have no vote. The City Manager, shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body and may present information relating to matters before the Legislative Body.

b) Consistent with Title 3, Section 31.08, Powers and Duties of the City Manager, of the Santa Paula Municipal Code, it shall be the duty of the City Manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits, and privileges granted by the Council are faithfully observed. Further, it shall be the duty of the City Manager to recommend to the Council for adoption such measures and ordinances he/she deems necessary and to prepare, submit and administer, after adoption by the City Council, the annual budget and salary plan. It shall be the duty of the City Manager to keep the Council at all times fully informed as to the financial condition and needs of the city.

9.8 City Attorney

a) The City Attorney, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The City Attorney, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the City Council or City Manager. The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 3 of Article XI, below. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form and legality by the City Attorney. Contracts may be approved as to form and/or legality by the City Attorney when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the City Attorney for a ruling.

b) Any member of the Legislative Body may request from the City Attorney a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Legislative Body. The City Attorney is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the City Attorney may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence any discussion with the City Attorney which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the City Attorney. The City Attorney shall not have an attorney-client relationship with individual councilmembers. The City Attorney is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law, including the Rules of Professional Responsibility promulgated by the State Bar.

c) The City Attorney has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the City Attorney to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question at issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the City Attorney. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the City Attorney the Legislative Body member wishes to participate in the decision making process with immunity from prosecution or enforcement, the City Attorney shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

d) [City Council Only]. It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These "friend of the court" or "amicus" briefs have the effect of informing the court how widespread its opinion will be and how that opinion will affect cities. Such participation is normally without direct cost to the City. In considering whether to direct City Attorney to file or join an amicus brief, the City Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other City-related interests such as, without limitation, the interests of employee organizations, law enforcement, or public safety.

- (i) Upon receipt of the request, the City Attorney shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the City Manager or City Attorney who shall place the matter as an item for

discussion in closed session on the agenda of the next Legislative Body meeting. The City Attorney may otherwise place an amicus request on the agenda on his or her initiative.

- (ii) In lieu of the foregoing process, where there is urgency to the matter, the City Attorney is authorized to undertake the filing of the letter or brief where (i) in the opinion of City Attorney the legal matter significantly affects the interests of the City, (ii) the City Attorney has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed \$5000, and (iv) the City Attorney makes a written report of the action to the Legislative Body.
- (iii) Approval given to City Attorney to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

9.9 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where recusal from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their recusal from the matter when it is first opened, and then shall set forth the reason for the recusal with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision, including inquiries and discussion with City staff. This shall not prevent the conflicted Legislative Body member from coming before

the Legislative Body solely during the public comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

9.10 No Financial Interest in Contracts

A member of a Legislative Body shall not have a financial interest in a contract within the meaning of Government Code §1090 et seq. made in their official capacity and such contract shall be null and void whether the member participates in the making of the contract or not.

9.11 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the City in carrying out their duties.

ARTICLE X - DECORUM AND ORDER

10.1 Decorum and Order

a) The rules governing decorum and order in the governance of the City is attached hereto as Exhibit A (the "Code of Conduct"). The Code of Conduct describes the manner in which City Officials should treat one another, City staff, constituents, and others they come into contact with in representing the City of Santa Paula. The Code of Conduct is intended to advance the City's goals by providing efficient and high quality services to City residents and a safe and productive work environment for the City's employees.

10.2 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer or the City Manager.

10.3 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his or her integrity, character, or motives are assailed, questioned or impugned.

10.4 Disruptive Members of the Public

Members of the public have the right to criticize the Legislative Body and public officials, which may involve the use of profanity and other forms of expression. The

public does not have the right to impede the orderly conduct of a public meeting. When a member of the public is disruptive, the Presiding Officer must warn the individual that their behavior is disrupting the meeting and their failure to stop their behavior may result in their removal. If the individual does not promptly cease the disruptive behavior, the Presiding Officer or their designee may order removal of the individual. "Disruptive behavior" means behavior that "actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting," including but not limited to: (1) behavior that violates one of the Legislative Body's regulations addressing the conduct of open meetings or any other law, or (2) behavior a reasonable observer would perceive as an actual threat to use force by that member of the public. (Government Code § 54957.95.)

ARTICLE XI - PARLIAMENTARY PROCEDURES

11.1 Procedures In Absence Of Rules

a) City Council proceedings should be governed by common sense and good taste. Pursuant to applicable laws, including, without limitation, the Santa Paula Municipal Code, any issue of procedure relating to the conduct of a meeting or hearing not otherwise provided for in this Article XI may be determined by the Mayor, subject to a vote of the entire Council. In addition, the City Council may, upon majority vote, alter or modify any provision of this Article (hereinafter, "Rules") when appropriate or desirable.

b) These Rules are adopted to expedite the City Council's business transactions in an orderly fashion and are procedural only. **Failure to strictly observe these Rules will not affect the Council's jurisdiction or invalidate any Council action conforming with applicable law.**

c) Any provision of these Rules not governed by the Government Code or other applicable law may be temporarily suspended by a two-thirds vote of all members of the Legislative Body. Such suspension may be removed at any time by the same vote of members. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

11.2 Precedence of Motions

a) A motion may be debated by the Legislative Body after it is made. During debate, any member of the Legislative Body may "call for a second." If a second is not forthcoming, the motion dies for lack of a second. If the motion is seconded, the debate may continue.

b) When a motion is before the Legislative Body, no other motion may be considered except:

(i) Motion to Amend — (debatable only as it relates to the amendment)

An amendment which modifies the motion is in order. However, a substitute motion is in order if the intent is changed. Amendments are voted on first, and the main motion vote is last. A motion may be amended more than once with each amendment being voted on separately. There may only be one amending motion on the floor at any one time.

(ii) Motion to Postpone — (a motion to postpone indefinitely is debatable)

If such a motion is adopted, the principal question is lost. Motion to postpone to a definite time is subject to debate and amendment as it relates to propriety of the postponement and time set.

(iii) Motion to Table — (Undebatable and not subject to amendment)

The purpose of a motion to table is to temporarily bypass the item. If a motion to table is adopted, the item may be taken from the table at any time before the adjournment of the next regular meeting. If the item is not taken from the table in the time specified, the business of the item is lost.

(iv) Motion for Previous Question (Undebatable)

A motion for previous question closes debate on the main motion and is non-debatable. If motion fails, debate is reopened; if motion passes, then vote must be taken on the main motion.

11.3 Voting

a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

b) The order voting shall be random with the Mayor voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote the Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

c) During a collective vote (Ayes and Nays), silence of any Councilmember denotes an affirmative vote.

d) Any Councilmember has the right to enter into public record reasons for dissent or protests against any motion carried by the majority.

11.4 Votes Needed

a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

(i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.

(ii) Assessment - Assessments require a two-thirds vote of the whole Council.

(iii) Bonds and Certificates of Participation - Authorizing the issuance of these financial instruments requires a two-thirds vote of the total Council.

(iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.

c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

d) If a motion is lost on an ordinance or any motion when the legally required number of votes for passage is three (3), when two (2) members of the Legislative Body are absent, the matter will be automatically continued to the next regular meeting. In the case of an Urgency Ordinance, the matter will be automatically continued when one (1) Councilmember is absent. [NOTE: For an ordinance that meets the criteria of an urgency ordinance, Council may want to consider striking the last sentence. Otherwise, it could restrict Council from acting on a critical matter if one person is absent.]

11.5 Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or, within sixty (60) calendar days, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney. The motion for reconsideration is debatable and has precedence over a pending motion. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements. If the action to be reconsidered is a Public Hearing item, it must be re-noticed in the event the motion to reconsider passes. Where it is clearly established that all interested members of the public are still present, however, the item may be reconsidered without further notice. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

11.6 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case, the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body. A member of the Legislative Body may change his/her vote only if the change is made immediately following the announcement of the vote by the Presiding Officer and before the next agenda item is announced.

11.7 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. A member of the Legislative Body who publicly announces that he/she is abstaining from voting on a particular matter will not subsequently be allowed to withdraw the abstention. In the event of such a perceived

conflict (as opposed to a legally-disqualifying conflict), the member is not required to leave the dais.

a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member under any law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the City Attorney. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPFC rules and regulations.

11.8 Votes Of Members Previously Absent

a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

c) The foregoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

11.9 Appeals by Members of Legislative Body for Quasi-Adjudicatory Decisions

Except where otherwise provided, a member of the City Council may be deemed an interested person in any decision by a subordinate body and shall have standing to appeal to the City Council any decision by the subordinate body, or any determination made by any official of the City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall

be de novo. "De novo" means that the City Council decides the appeal without deference to the subordinate body's decision and decides the matter on appeal as if heard for the first time. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant, and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given. [Council members must comply with Municipal Code. There is no code provision that permits an exemption from fees.]

11.10 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi-adjudicative body (public hearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law, and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions, and the decision. The Legislative Body members must consider any legally-mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

11.11 Presentation of Evidence

a) Oral Evidence

Oral evidence may be taken on oath or affirmation if requested by the Legislative Body.

b) Exhibits and Documents

Documentary evidence, exhibits, written communications, and documents used and relied upon by the Legislative Body during meetings must be made part of the record.

c) Communications and Petitions

All communications and petitions must be read aloud either in full or in summary. A reading in full must be made at the request of a majority of the Legislative Body. All such communications and petitions may be placed into evidence at the discretion of the Legislative Body.

d) Staff Reports

A written staff report should be prepared and orally reviewed as part of the staff presentation. Such report is evidence and part of the record.

e) Large Maps and Displays

Large size maps and displays presented for use at the hearing should be displayed in full view of the Legislative Body. When practicable, such maps or displays, or their authentic reductions, will be placed into the record.

f) Admissible Evidence

A Public Hearing need not be conducted according to legal rules of evidence. Any evidence may be accepted if it is relevant and of the type which reasonable persons rely upon in conducting serious affairs. Irrelevant and unduly repetitious evidence will be excluded.

ARTICLE XII - MISCELLANEOUS

12.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe, or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

12.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' prior written notice thereof has been given to all Legislative Body members serving the City. Such notice shall identify the Section or Sections of the Manual proposed to be amended.

Exhibit A

CODE OF CONDUCT

CODE OF CONDUCT

This Code of Conduct is designed to describe the manner in which Councilmembers should treat one another, city staff, constituents, and others they come into contact with. Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect of each individual through words and actions is the touchstone that can help guide Councilmembers to do the right thing in even the most difficult situations.

1.0 Council Conduct with One Another

a) Members of the Legislative Body should refer to one another formally during public meetings as Mayor, Vice Mayor or Councilmember followed by the individual's last name.

b) Difficult questions, though challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, members of the Legislative Body to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

c) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate. It is the responsibility of the Chair to keep the comments on track during public meetings. Members of the Legislative Body should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason.

d) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

e) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities, which disrupt, disturb or otherwise impede the orderly conduct of the Legislative Body meeting.

g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

h) The members of the Legislative Body shall not engage in communications between themselves during the Legislative Body meeting regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened as a duly-noticed agenda item. Legislative Body members should not leave the room during an agenda item.

i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the rules of decorum herein.

j) No Legislative Body member attending a meeting of another City commission or committee shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

k) The Legislative Body may censure its own members for misconduct pursuant to Section 7.0, below.

2.0 Council Conduct with City Staff

a) Governance of a city relies on the cooperative efforts of elected officials, who set policy, and city staff, who implement and administer the Legislative Body's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

b) Members of administrative staff and employees of the Legislative Body shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to the Presiding Officer and not to any individual Legislative Body member or member of the public.

c) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, the City Attorney, Assistant City Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the City Attorney. When in doubt about what staff contact is appropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

d) Members of the legislative body should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the city manager through private correspondence or conversation. Members of the legislative body must not attempt to influence city staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits.

e) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

3.0 Council Conduct with the Public

a) In Public Meetings, members of the Legislative Body should make every effort to make the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

b) Members of the Legislative Body should be fair and equitable in allocating public hearing time to individual speakers. The Presiding Officer will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated five-minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Presiding Officer may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

c) Each speaker may only speak once during a public hearing unless a Member of the Legislative Body requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Presiding Officer reopens the public hearing for a limited and specific purpose.

d) It is disconcerting to speakers to have Members of the Legislative Body not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

e) Only the Presiding Officer, not individual Members of the Legislative Body, can interrupt a speaker during a presentation. However, an individual Member can ask the Presiding Officer for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

f) If speakers become flustered or defensive by questions, it is the responsibility of the Presiding Officer to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by individual Members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. A Member's personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

g) Members of the Legislative Body should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

h) The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body.

i) Members of the Legislative Body will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise a particular action, or to promise City staff will do something specific (fix a pothole, plant new flowers in the median, etc.)

4.0 Council Conduct with Other Public Agencies

a) When any Member appearing before another governmental agency or organization to give a statement on an issue, the Member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the Council.

b) If the Member is representing the City, the Member must support and advocate the official City position on an issue not a personal viewpoint.

c) If the Member is representing another organization whose position is different from the City, the Member should abstain from voting on the issue if it significantly impacts or is detrimental to the City's interest. Members of the Legislative Body should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

5.0 Council Conduct with Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

a) If attending a Board or Commission meeting, be careful to only express personal opinions.

b) Councilmembers may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

c) Members of the Legislative Body should not contact a Board or Commission member to lobby on behalf of an individual, business, or developer. It is acceptable for individual Members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

d) The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."

e) Board and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

Principles of Proper Conduct

Proper conduct IS ..

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- ↵ Going above and beyond, time and time again
- ↵ Modeling a professional manner

↵ Proper conduct IS NOT ...

- ↵ Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

It all comes down to respect

Respect for one another as individuals. respect for the validity of different opinions. respect for the democratic process, and respect for the community.

Checklist for Monitoring Conduct

- .-, Will my decision/statement/action violate the trust, rights or good will of others?
- .-. What are my interior motives and the spirit behind my actions?
- , If I have to justify my conduct in public tomorrow, will I do so with pride or shame?

– How would my conduct be evaluated by people whose integrity and character I respect?

.-, Even if my conduct is not illegal or unethical, is it done at someone else's painful expense? Will it destroy their trust in me? Will it harm their reputation?

– , Is my conduct fair? Just? Morally right?

-, If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?

Does my conduct give others reason to trust or distrust me?

.-, Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?

Do I exhibit the same conduct in my private life as I do in my public life?

Can I take legitimate pride in the way I conduct myself and the example I set?

Do I listen and understand the views of others?

--, Do I question and confront different points of view in a constructive manner?

.-. Do I work to resolve differences and come to mutual agreement?

, Do I support others and show respect for their ideas?

6.0 Enforcement of Decorum

a) The Santa Paula Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He or she shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject any unruly person from the Legislative Body meeting chamber or place him or her under arrest or both for conduct actually disrupting to the Legislative Body proceedings. Such person may be barred from further participation in the meeting.

b) The Presiding Officer may order the removal of persons disrupting an open meeting as provided in Section 10.4 of the Manual.

7.0 Censure of Legislative Body Members

a) It shall be a violation of this section for any sitting Member of a Legislative Body to violate any general law or regulation, and any, rule, law, ordinance or resolution of the City of Santa Paula. It shall also be a violation of this section for any sitting Member of a Legislative Body to violate an administrative policy of the city which has been adopted following a vote of the legislative body or the city council on the matter and which by its terms is expressly made applicable to the Legislative Body.

b) Any violation of the foregoing paragraph by a Legislative Body Member may be punished through the administration of a public censure of the member by the member's legislative body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a legislative body member's conduct.

c) A Legislative Body Member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation, if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

- i) Only a sitting Member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.
- ii) Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body Member with a copy delivered concurrently to the clerk/secretary by the member initiating the charge.
- iii) Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. Which the member is claimed to have violated and a statement of the date, place, and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statement of charges shall be delivered to all other Legislative Body members.
- iv) Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

d) The motion for censure shall be agendized and considered at the first regular meeting occurring 10 days following the delivery of the statement of changes to the Member and clerk/secretary. The hearing may not be continued except upon the

absence from the meeting of a Member of the Legislative Body other than the Member bringing the charge or the member who is the subject of the charge.

e) The hearing shall be conducted in an open session by the presiding officer unless the presiding officer is a party to the action, in which case the vice chair or some other Member shall conduct the proceedings. The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.

f) Passage of the motion for censure shall require a majority vote of the Members of the Legislative Body. The voting members shall not go into closed session for deliberation.

g) If the motion for censure does not pass, the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body Member for a period of one (1) calendar year from date of the vote. However, new proceedings may be commenced on the same charges within the one (1) year period on the vote of 4 members of the Legislative Body.

h) If the motion for censure does pass, such motion shall become a part of the public record a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body Member. A censure can include:

- (i) Adoption of a resolution expressing disapproval of the conduct giving rise to the censure.
- (ii) Removal from representing the Council at any activities where they might be designated by the Council as a representative of the City.
- (iii) Removal or non-appointment of a Legislative Body Member from committees.
- (iv) Removal or non-appointment of a Legislative Body Member from the offices of Mayor or Vice-Mayor.