City of Santa Paula

City Council Regular

MAYOR CARLOS JUAREZ
VICE MAYOR JENNY CROSSWHITE
COUNCILMEMBER LESLIE CORNEJO
COUNCILMEMBER PEDRO A. CHAVEZ
COUNCILMEMBER GABRIELA ORNELAS

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL REGULAR

WEDNESDAY, APRIL 1, 2026

6:30 PM - City Council Regular Meeting

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

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

CITY COUNCIL REGULAR MEETING

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, when appropriate. ***Public comments are limited to 3 minutes.***

1. ***Items Not on the Agenda*:** If you wish to discuss an item which is not scheduled on the Agenda, you may address the City Council during *Public Comment*. Please realize that due to the limitations placed on the City Council by provisions of the *California Government Code*, the City Council ordinarily cannot take action on any item that is not on the agenda. Because of these restrictions, expect that matters that you identify during public comment may be referred to staff or considered on a future agenda.
2. ***Agenda Items:*** Items being considered by the City Council may appear on the Consent Calendar, as an Action Item, or as a Public Hearing. Public comments on each type of item are handled differently, as explained below:
    a. For items appearing on the Consent Calendar, please submit a Public Comment Form before the Council takes action on the Consent Calendar. Items that receive a Public Comment Form may be pulled from the Consent Calendar by the Mayor and discussed separately by the City Council.
    b. For items appearing as an Action Item, the Mayor will announce the Agenda item and request the staff report, the staff member responsible will give a brief summary of the report; the City Council will have an opportunity to ask questions of staff; members of the public will be given an opportunity to comment on the item and ask additional questions (all members of the public should speak directly into the microphone at the speaker's platform); and the City Council will discuss the item and then take appropriate action.
    c. For items on which a Public Hearing is scheduled, the Mayor will open the public hearing and receive the staff report; members of the public will be given an opportunity to comment on the item and ask additional questions (all members of the public should speak directly into the microphone at the speaker's platform); the City Council will discuss the item; and the Mayor will close the public hearing after City Council action.

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 3:00 p.m. (PT) on the meeting date will be provided to the legislative body before the meeting. Public Comments received after 3:00 p.m. 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.*

HOW TO VIEW ON YOUR TELEVISION, COMPUTER, OR MOBILE DEVICE: Watch from home live on the local Channel 10, or view the live feed on the city website at the following link: https://www.spcity.org/523/Public-Meeting-Agendas
NOTE: Special and Closed Sessions are not recorded and not available on Channel 10 or live feed on the city website.

MEETING ENVIRONMENT
To maintain a public meeting environment conductive and welcoming to receive public comments from all members of the public, the audience is discouraged from engaging in displays of support or opposition to staff reports or public comments, including clapping, yelling, booing, hissing, or cheering, that may create a disruptive environment for the public who wish to express their views during the meeting are encouraged to do so in silent, non-disruptive ways -- such as raising a hand, shaking hands, or another quiet gesture of support or opposition that does not obstruct views or interrupt proceedings.
Members of the public holding signs are asked to hold the signs on their person in front of them or move to the back of the room so as not to obstruct the view of other members of the public wishing to participate in the meeting.

REGULAR MATTERS - 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. **INVOCATION**

3. **FLAG SALUTE**

4. **ROLL CALL**

5. **CLOSED SESSION REPORT**

6. **PUBLIC COMMENT**
   At this time, members of the public may comment on any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council. A Public Comment Form must be submitted to the City Clerk prior to the beginning of the Public Comment period in order to be recognized to speak. Individuals submitting Public Comment Forms after the beginning of the Public Comment period will not be allowed to speak at this time, but may be recognized to speak by the Mayor at the conclusion of the meeting. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. The City Council may direct the City Manager to report to the City Council on the item at a later meeting. For items appearing on the Agenda, the public will be invited to make comments at the time the item comes up for City Council

consideration. If a member of the public wishes to address a Consent Calendar item, please submit a Public Comment Form for that item. It may then be discussed separately by the Council, and the public will be invited to make comments at that time. At all times, please use the microphone and write your name and address on the Public Comment Form provided.

7. PRESENTATIONS

7.A NATIONAL FAIR HOUSING MONTH PROCLAMATION

7.B VENTURA COUNTY FIRE DEPARTMENT REPORT

8. CITY COUNCIL REPORTS

9. CITY MANAGER REPORTS

10. 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.

10.A AGREEMENT WITH THE SANTA PAULA UNIFIED SCHOOL DISTRICT FOR AFTER SCHOOL YOUTH SPORTS

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to enter into a four-year Agreement with the Santa Paula Unified School District for After School Youth Sports Program.

10.B PECK ROAD WATER MAIN REPAIR PROJECT NOTICE OF COMPLETION

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the work performed by Toro Enterprises, Inc.
2. Authorize Staff to file the Notice of Completion with the County Recorder.

10.C CDBG LOAN EARLY CLOSEOUT

RECOMMENDATION:

Staff recommends the City Council authorize staff to pay the County for the outstanding loan balances totaling $12,402.21 as of June 30, 2025, and obtain the claims to those loans, as well as approve a budget allocation for the expense as noted in the fiscal impacts section of the staff report.

10.D APPROVAL OF MINUTES

- **City Council Special Meeting March 4, 2026**

- **City Council Regular Meeting March 4, 2026**
- **City Council Special Meeting March 18, 2026**
- **City Council Regular Meeting March 18, 2026**
- **Special Joint Meeting with Santa Paula Unified School District March 2, 2026 (approved by SPUSD 3/25/2026)**

RECOMMENDATION:
Staff recommends Council approve minutes.

11. PUBLIC HEARING

- Verification of posting notice by City Clerk
- Declaration of conflicts (if any)
- Declaration of ex parte contacts (if any)
- Open public hearing
- Staff presentation
- Public comments
- Close public hearing
- Discussion and action

11.A FIRST READING OF ORDINANCE TO REGULATE SUCCESSIVE RENT INCREASE APPLICATIONS

RECOMMENDATION:

Staff recommends the City Council:

1. Introduce, waive first reading of, and read by title only, Ordinance No. 1353 entitled “An Ordinance of the City Council of the City of Santa Paula Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, and Finding the Ordinance is Exempt from the Environmental Quality Act."

Presented by: Monica Castillo, City Attorney

12. ACTION ITEMS

12.A ST. FRANCIS DAM FLOODPATH PROJECT CONCEPTUAL DESIGN

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the St. Francis Dam Project conceptual design and direct staff to return with a Memorandum of Understanding with the Santa Paula Historical Society once they have obtained approval from both the Ventura County Transportation Commission and Sierra Northern Railway.

Presented by: Greg Barnes, Parks and Recreation Director

12.B RESOLUTION NO. 7609 AUTHORIZING OPERATIONAL AND FINAL

ACCEPTANCE OF 330 WATER PRESSURE ZONE FACILITIES AND SUPPORTING IMPROVEMENTS, FINAL ACCEPTANCE OF A PORTION OF 330 WATER PRESSURE ZONE LINE, AND ACCEPTANCE OF PROPERTY INTERESTS ASSOCIATED WITH THE FACILITIES AND IMPROVEMENTS (HARVEST AT LIMONEIRA)

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7609 Authorizing Operational and Final Acceptance of 330 Water Pressure Zone Facilities and Supporting Improvements, Final Acceptance of a Portion of 330 Water Pressure Zone Line, and Acceptance of Property Interests Associated with the Facilities and Improvements.

Presented by: Monica Castillo, City Attorney

12.C **MOU WITH THE SANTA PAULA CHAMBER OF COMMERCE AND THE OPTIMIST CLUB OF SANTA PAULA FOR COMMUNITY EVENT SUPPORT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Memorandum of Understanding with the Santa Paula Chamber of Commerce for Cruise Night.

2. Authorize the City Manager to execute a Memorandum of Understanding with the Optimist Club of Santa Paula for both the Labor Day Parade and the Holiday Christmas Parade.

Presented by: Greg Barnes, Parks and Recreation Director

13. ITEMS FOR FUTURE AGENDAS

13.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

14. 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 OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Greg Barnes, Parks and Recreation Director

Subject: AGREEMENT WITH THE SANTA PAULA UNIFIED SCHOOL DISTRICT FOR AFTER SCHOOL YOUTH SPORTS

Date: April 1, 2026

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to enter into a four-year Agreement with the Santa Paula Unified School District for After School Youth Sports Program.

BACKGROUND:

The Parks & Recreation Department has historically offered youth sports programs to the community, including activities such as youth basketball and tee-ball. While participation in these programs has traditionally been strong, registration fees and transportation to practices and games have presented barriers for some youth and families.

In an effort to expand youth sports opportunities and improve accessibility, the Department explored alternative approaches that would reduce financial and logistical barriers to participation. As part of this effort, the City established a partnership with the Santa Paula Unified School District to bring recreational sports programming directly to local school sites.

Through this collaboration, the City and the School District implemented a program that provides organized sports opportunities for students at school campuses, making participation more convenient and accessible for families. By utilizing existing school facilities and coordinating program delivery between both agencies, students are able to participate in structured sports activities within their school communities.

This partnership has now been in operation for approximately three years and has proven to be highly successful. The program has expanded access to youth sports, increased student participation, and provided additional opportunities for physical activity, teamwork, and skill development. The collaboration has also strengthened the partnership between the City and the Santa Paula Unified School District in supporting youth development within the community.

The attached agreement (EXHIBIT A) outlines the roles and responsibilities of each agency in administering and supporting the program. The agreement was originally presented to and approved by the Board of Trustees of the Santa Paula Unified School District at their regular meeting on March 11, 2026.

ANALYSIS:

The Parks & Recreation Department, in partnership with the Santa Paula Unified School District, will offer three seasonal youth sports leagues for students in grades 3 through 8. Sports offerings will include flag football, cheer, cross country, volleyball, basketball, micro-soccer, and track.

The program will be implemented across the seven schools within the School District. In addition, the Department will offer individual registration opportunities through the City's Police Activities League (P.A.L.) program at Teague Park and Las Piedras Park. The Department has also invited other local schools and youth-serving organizations—including Briggs School, Olivelands Elementary, Saint Sebastian School, Mupu School, and the Boys & Girls Club—to participate in the program.

Students participating through the School District or the City's P.A.L. program will be able to participate at no cost. Schools and organizations outside of the School District or the Parks & Recreation Department will be assessed a $300 fee per team to participate in league play.

This program model allows most participants to practice at their school site, after-school program, or neighborhood park, significantly reducing transportation and cost barriers that have historically limited participation in youth sports programs.

STRATEGIC PLAN:

Although this item does not directly implement a specific City Council Strategic Goal, it reflects the continued success of the partnership between the City and the Santa Paula Unified School District. This collaboration expands recreational opportunities for local youth and demonstrates the value of interagency partnerships that benefit the broader community.

FISCAL IMPACTS:

The School District will be reimbursing the city up to $295,500 for costs related to the Youth Sports Program.The revenue and expenses associated with this agreement have already been included in the FY 2025-26 Adopted Budget.

OPTIONS:

In addition to the recommended action, Council has the following options:

1. Do not approve the agreement with the Santa Paula Unified School District.

If the agreement is not approved, the Parks & Recreation Department will revert back to its previous youth sports format of taking individual registration.

2. Provide alternate direction to staff.

ATTACHMENTS:

EXHIBIT A: SPUSD Youth Sports Agreement

EXHIBIT A

Santa Paula Unified School District

Youth Sports Agreement

AGREEMENT FOR YOUTH SPORTS AND RECREATION PROGRAM SERVICES BETWEEN

THE CITY OF SANTA PAULA AND

THE SANTA PAULA UNIFIED SCHOOL DISTRICT

This AGREEMENT is entered into this 1st day of April, 2026, by and between the CITY OF SANTA PAULA, a municipal corporation and general law city ("CITY") and the SANTA PAULA UNIFIED SCHOOL DISTRICT, a public school district organized pursuant to provisions of the California Education Code ("DISTRICT").

l. RECITALS. This Agreement is entered into with reference to the following facts and objectives:

A. The CITY and DISTRICT believe it is a benefit to the community to share resources and facilities in order to better serve the youth and offer a comprehensive youth sports and recreation program.

B. The CITY and DISTRICT (collectively, the "Parties") agree to collaborate by offering Youth Sports and Recreation programs for elementary school participants during the traditional school year ("Program").

C. The Parties believe it is in the public interest to enter into this Agreement.

2. CITY'S RESPONSIBILITIES.

A. The CITY will coordiniate various youth sports programs throughout the school year at each elementary school; the middle school will be invited to participate in league play.

B. The CITY will be responsible for ordering all supplies and equipment needed for the youth sports programs.

C. The CITY will create all league schedules.

D. CITY will attempt to offer the following sports: Volleyball, Cross Country, Flag Football, Cheer Squad, Basketball, Track, Micro Soccer (5v5) for grades 3-8.

E. The CITY will assist the DISTRICT in recruiting coaches. The CITY will be responsible for all back ground checks and training of all coaches.

F. The CITY will invoice the DISTRICT at the end of each sports season (Fall, Winter and Spring) for services provided.

G. The CITY will submit an updated proposed budget to the DISTRICT by July 1st of each year.

3. DISTRICT'S RESPONSIBILITIES.

A. The DISTRICT will provide access to all elementary school, middle school and high school campuses for practices, games, and related activities.

B. The DISTRICT will be responsible for providing all snacks to students during the program.

C. The DISTRICT is responsible for and will reimburse the City for all costs associated with youth sports programming, including staff, contractors, supplies, and equipment. Reimbursement not to exceed annual budget. See attached EXHIBIT A.

D. The DISTRICT will respond to the CITY's proposed budget by July 15th of each year.

E. The DISTRICT will provide a new Purchase Order to the CITY by August 1st of each year for the upcoming school year.

F. In the event of any question or dispute on the amount, DISTRICT will notify the CITY within fifteen days of receipt of invoice, and CITY will respond within fifteen days of the receipt of the inquiry to the DISTRICT contact as in Section 12, below.

4. PUBLIC RECORDS ACT. The Parties acknowledge that they are public entities subject to the Public Records Act (Government Code §§ 7920.000-7930.215) and that this Agreement, and documents ancillary to this Agreement, must generally be disclosed upon request. However, the Parties agree that student records are specifically excluded from disclosure under Government Code §§ 7927.700, 7927.705, 7930.195 and 7930.200. Accordingly, the Parties agree that such records will not be released except as otherwise provided by law.

5. TERM. The term of this Agreement will be from August 1, 2026, to June 30, 2030, unless terminated earlier pursuant to Section 6 of this Agreement.

6. TERMINATION. Except as otherwise provided, the Parties may terminate this Agreement at any time with or without cause. DISTRICT will pay CITY on a pro-rated basis for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that were not previously

reimbursed up to the date of termination. CITY will provide all necessary documentation of services rendered to the District including but not limited to: time sheets for City full time and part time staff, logs or service records for educational or tobacco enforcement activities, and any documents needed as verification of service.

7. OWNERSHIP OF DOCUMENTS. All documents, data, studies, and reports prepared by DISTRICT relating to this Agreement are DISTRICT'S property. DISTRICT will provide copies of said documents and materials to the CITY as requested, but will retain all original materials.

8. INDEMNIFICATION

   A. DISTRICT shall be responsible for all damages to persons or property that occur as a result of DISTRICT or its officers, agents, employees, independent contractors, and volunteers' fault or negligence in connection with DISTRICT'S participation in the Youth Sports Program.

   B. Further, DISTRICT shall indemnify and save harmless the CITY, its officers, agents, employees, independent contractors, and volunteers from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of DISTRICT, its officers, agents, employees, independent contractors, and volunteers in connection with the Youth Sports Program.

   C. CITY shall indemnify and save harmless DISTRICT, its officers, agents, employees, independent contractors, and volunteers from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of the CITY, its officers, agents, employees, independent contractors, and volunteers in connection with the Youth Sports Program.

   D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

9. INSURANCE.. Each Party may utilize a program of self-insurance to meet the insurance requirements of this Agreement.

10. ASSIGNABILITY. DISTRICT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

11. AUDIT OF RECORDS. Both the CITY and DISTRICT will maintain full and accurate records with respect to all services and matters covered under this

Agreement. Both will have access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Both the CITY and DISTRICT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

12. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to DISTRICT:	If to CITY:
Superintendent	City Manager
Santa Paula Unified School District	City of Santa Paula
201 South Steckel Drive	P.O. Box 569
Santa Paula, CA 93060	Santa Paula, CA 93061

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

14. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

15. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

16. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

17. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This

Agreement may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

18. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

19. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed WILL irrespective of the date of its execution of delivery be deemed an original, and all such counterparts together constitute one and the same instrument.

20. CITY COUNCIL APPROVAL. This Agreement is subject to and conditioned upon approval and ratification by the Santa Paula City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

21. SCHOOL DISTRICT GOVERNING BOARD APPROVAL. This Agreement is subject to and conditioned upon approval and ratification by the Governing Board of Trustees of the Santa Paula Unified School District. This Agreement is not binding upon the DISTRICT until executed by the appropriate DISTRICT official, acting in the authorized capacity.

22. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

23. STATEMENT OF EXPERIENCE. By executing this Agreement, DISTRICT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. DISTRICT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that DISTRICT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

SIGNATURES ON NEXT PAGE

CITY OF SANTA PAULA

_____
Dan Singer
City Manager

SANTA PAULA UNIFIED SCHOOL DISTRICT

_____
Jeffrey Weinstein
Superintendent

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

EXHIBIT A

Youth Sports Recreation Budget
2026-2030

Personnel		
Recreation Coordinator		$ 75,000.00
Sports Officials / Part-Time Staff / Coaching Stipends		$ 85,000.00
Supplies, Equipment, & Training		
Awards		$ 9,000.00
Game Equipment		$ 22,500.00
School Site Equipment, Supplies, Uniforms, Coaches Shirts, etc…		$ 93,500.00
Training		$ 10,500.00
Total per year*		**$ 295,500.00**

*The total budget amount represents a per year amount of $295,500.00. Any changes / requests will be submitted by July 1st of each year.

The City reserves the right to adjust line item amounts as long as it does not exceed the total per year amount.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: PECK ROAD WATER MAIN REPAIR PROJECT NOTICE OF COMPLETION

Date: April 1, 2026

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the work performed by Toro Enterprises, Inc.
2. Authorize Staff to file the Notice of Completion with the County Recorder.

BACKGROUND:

On September 3, 2025 the City Council awarded a contract with Toro Enterprises, Inc for the construction of the Peck Road Water Main Repair Project.

ANALYSIS:

The Project's general scope consisted of the replacement of a 10" diameter City water main under the Peck Road Drain facility, which is owned and operated by the Ventura County Watershed Protection District (VCWPD). The Project required the installation of a permanent steel casing that allowed for the installation of a new water main without damage to the VCWPD box culvert structure above, as well as allowing for future removal and replacement should the need arise. The construction of the water main replacement required an encroachment permit from VCWPD, as well as coordination with Sierra Northern Railway, who operates the adjacent rail facility in Ventura County Transportation Commission right of way.

The City will maintain a retention of approximately $31,266.10 from Toro Enterprises, Inc to ensure all subcontractors and suppliers receive final compensation for their services. Release of these funds will occur 35 days after Council's formal acceptance of the work and the recording of the Notice of Completion, provided no subcontractor or supplier claims are filed within that timeframe.

The recording date of the Notice of Completion establishes the beginning of the warranty period, which is typically one year. The warranty requires that the contractor guarantee the work performed under the contract and address any defects in workmanship and materials.

STRATEGIC PLAN:

The Project supports the currently adopted Strategic Plan in achieving the following:
Infrastructure, Transportation & Mobility
Goal: Maintain and develop the City's infrastructure to be safe, sustainable, innovative and cost-efficient.

FISCAL IMPACTS:

The Peck Road Water Main Repair Project was completed within the approved budget with one deductive change order. The construction contract summary is summarized in Table 1 below.

Table 1: Construction Contract Summary

Toro Enterprises, Inc.	Account	Cost
Construction Contract	620-5-9108-660	$728,066.00
Change Order (deductive)	620-5-9108-660	($102,744.00)
	Total	$625,322.00

OPTIONS:

The Council has the following available alternative option:

1. Do not accept the work performed by Toro Entreprises, Inc and direct Staff not to file the Notice of Completion. This will delay formal completion of the Project and result in additional administrative and management costs.

ATTACHMENTS:

EXHIBIT A Cover Sheet.docx
NOC Peck Road Watermain.docx

EXHIBIT A

Notice of Completion

Recording Requested by
and When Recorded Mail To:
City Clerk, City Hall
P. O. Box 569
Santa Paula, CA 93061

NO FEE (GOVERNMENT CODE § 27383)

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: **PECK ROAD WATERLINE REPAIR PROJECT**
Project No.: **9108**

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.

2. The full name of the owner is: **City of Santa Paula**

3. The full address of the owner is: **City Hall, 970 Ventura Street, Santa Paula, CA 93060**

4. The **City** is the owner of the Work of improvement:

5. A Work of improvement on the property hereinafter described was field reviewed by the Engineer on February 2, 2026. The Work done was: replacement of a 10 inch diameter waterline using bore and jack techniques, pavement repair and restriping.

6. On April 1, 2026, the City of Santa Paula accepted the Work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.

7. The name of the Contractor for such Work of improvement was: **Toro Enterprises, Inc.**

8. The property on which said Work of improvement was completed is in the City of Santa Paula, County of Ventura, State of California, and is described as follows:

9. The street address of said property is: Existing Easement on APN 097-0-051-355

Dated: _____ _____

Robert Woodward, PE, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer of the City of Santa Paula, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _____, 2026 at Santa Paula, California.

_____

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Christy Ramirez, Finance Director

Subject: CDBG LOAN EARLY CLOSEOUT

Date: April 1, 2026

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends the City Council authorize staff to pay the County for the outstanding loan balances totaling $12,402.21 as of June 30, 2025, and obtain the claims to those loans, as well as approve a budget allocation for the expense as noted in the fiscal impacts section of the staff report.

BACKGROUND:

In 2009 the City issued loans to multiple residents through the County's CDBG Program Owner-Occupied Rehabilitation Program. The terms of these loans was 20 years, though some have been paid off early. Two loans remain on the books totaling $12,402.21.

ANALYSIS:

The County of Ventura's long time Management Analyst, Mary Ann Guariento, is retiring from the County and they have expressed a desire to have the CDBG Loan program closed. A request to city staff has been made to have the City pay the County the remaining amount due in advance of the repayments from the residents in order to minimize the onerous reporting requirements imposed on both the City and the County for such a small amount.

The loans will still be in effect as the promissory note was made between the City and the borrower, and staff will have the right to file a lien on properties that do not repay the loan amounts.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

The loan repayment to the County will not incur any long term fiscal impacts, as the funds will still be recouped from the homeowners. Interest earned will now be retained by the City rather than transferred to the County.

In order to pay the loans off to the County, a budget allocation totaling $12,240.21 is needed in GL 450-5-7501-199.

OPTIONS:

Staff may deny the County request to pay off the loans early should Council not support this direction.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES
- City Council Special Meeting March 4, 2026
- City Council Regular Meeting March 4, 2026
- City Council Special Meeting March 18, 2026
- City Council Regular Meeting March 18, 2026
- Special Joint Meeting with Santa Paula Unified School District March 2, 2026 (approved by SPUSD 3/25/2026)

Date: April 1, 2026

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends Council approve minutes.

BACKGROUND:

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.

ANALYSIS:

None.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan, however, the Minutes shall constitute the official record of the Legislative Body.

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

None.

ATTACHMENTS:

2026.03.04 City Council Special Minutes.pdf
2026.03.04 City Council Regular Minutes.pdf
2026.03.18 City Council Special Minutes.pdf
2026.03.18 City Council Regular Minutes.pdf
2026.03.02 Special Joint Meeting with SPUSD Minutes.pdf

CITY OF SANTA PAULA
City Council Special Meeting
March 4, 2026, 4:30 PM
MINUTES

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 4:30 p.m.

2) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

Councilmember Ornelas was absent at time of roll call, arriving at 4:39 p.m.

3) PUBLIC COMMENT

None.

4) ORDER OF BUSINESS

4.A) COUNCIL RECOGNITION POLICY UPDATE

Deputy City Manager Aminah Mears provided a presentation on the Council Recognition Policy.
Council discussed and provided staff with feedback.

5) ADJOURNMENT

Mayor Juarez adjourned the meeting at 5:37 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
March 4, 2026, 6:30 PM
MINUTES

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 6:30 p.m.

2) INVOCATION

Rev. Maddie Sifantus provided the Invocation.

3) FLAG SALUTE

Councilmember Cornejo led the flag salute.

4) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

5) PUBLIC COMMENT

None.

6) PRESENTATIONS

6.A) CRISIS INTERVENTION TRAINING OFFICER OF THE YEAR - ROBBIE MANN

Police Chief Aguilar spoke of the 2025 Crisis Intervention Training Officer of the Year Award which was Awarded to Robbie Mann by the Ventura County Law Enforcement Crisis Intervention Team.

6.B) SECONDHAND SMOKE PRESENTATION

Leslie Resendiz and Ricardo Soto presented information on secondhand smoke.

6.C) COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT

Community Economic Development Director James Mason provided a presentation on the Community and Economic Development Quarterly Report.

7) CITY COUNCIL REPORTS

Councilmember Ornelas:
No reportable events.

Councilmember Chavez:
Submitted Report to City Clerk Latshaw.

Councilmember Cornejo:
Attended Ventura Regional Sanitation District meeting; attended the mass for Anthony Tony Diaz; attended Local Business Roundtable; and read books to students at Grace Thille Elementary.

Vice Mayor Crosswhite:
Attended Ventura County Regional Energy Alliance meeting; and provided a reminder of the Southern California Association of Governments scholarship application deadline coming up.

Mayor Juarez:
Attended the City Employee Recognition Awards; Chamber Mixer at the Ag Museum; Cannabis Standing Committee meeting; Joint City Council and Santa Paula Unified School District meeting; groundbreaking on the east side of Santa Paula Creek for the bridge construction; and neighborhood watch meeting.

8) CITY MANAGER REPORTS

City Manager Dan Singer:
No reportable events.

9) CONSENT CALENDAR

9.A) APPROVAL OF MINUTES

City Council Special Meeting December 2, 2025
City Council Special Meeting December 10, 2025
City Council Regular Meeting December 10, 2025
City Council Special Meeting January 14, 2026 - 4:30 pm
City Council Special Meeting January 14, 2026 - 6:30 pm

9.B) RESOLUTION NOS. 7606 AND 7607, AMENDING THE JOB DESCRIPTION OF THE ASSOCIATE PLANNER AND CITY CORPS LEADER TRAINEE POSITIONS

Motion: Approve as amended

CONSENT CALENDAR with redline changes to resolution 7607, Section 4 adding the language "to include a City Corps Leader Trainee II, establishing a new pay rate for the City Corps Leader Trainee II (Job Class Code 01-824) of five percent above the City Corps Leader Trainee I."

Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 5-0
Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

10) ACTION ITEMS

10.A) ADOPTION OF URGENCY ORDINANCE AND INTRODUCTION OF A NON-URGENCY ORDINANCE TO REGULATE SUCCESSIVE RENT INCREASE APPLICATION

City Attorney Monica Castillo presented this item, providing a redline for Urgency Ordinance 1352-U and introduced Ordinance 1353.

Cytlalli Salgado was called to speak in support of Urgency Ordinance and Non-Urgency Ordinance to regulate successive rent increase application.
Amalia Ochoa was called to speak in support of Urgency Ordinance and Non-Urgency Ordinance to regulate successive rent increase application.
Eduardo Romero was called to speak in support of Urgency Ordinance and Non-Urgency Ordinance to regulate successive rent increase application.
Nidia Bello was called to speak in support of Urgency Ordinance and Non-Urgency Ordinance to regulate successive rent increase application.

Motion: Approve as amended an Urgency Ordinance Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, Setting Forth Facts Constituting Such Urgency, and Finding the Urgency Ordinance is Exempt from the California Environmental Quality Act, and introduce, waive first reading of, and read by title only, Ordinance No. 1353 entitled “An Ordinance of the City Council of the City of Santa Paula Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, and Finding the Ordinance is Exempt from the Environmental Quality Act”, both with the following amended language: Section 2 (A) add language "as defined in code of Civil Procedure Section 1094.6, and Section 2 (D) (3) add language "(which shall not include any expenses related to the processing of any application, including judicial review of or legal challenge to any application or application-related decision of the Commission)"
Moved by Pedro A Chavez, seconded by Gabriela Ornelas

Vote: Motion carried 5-0
Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

10.B) CYCLE 2 PAVEMENT MANAGEMENT PROGRAM AND 2026 STREET MAINTENANCE PROGRAM BID AUTHORIZATION

City Engineer Robert Woodward presented a presentation on the Cycle 2 Pavement Management Program and 2026 Street Maintenance Program Bid Authorization.

Andy Sobel was called to speak making suggestions of changes on different areas to be paved first.
Christina Gruna was called to speak on street damage from trash trucks, school buses, water filtration trucks, street sweepers, would like to see speed bumps on Forrest Lane.
Gene Mathwin was called to speak on concerns of street conditions and no lighting in the Oaks.

Motion: Approve Resolution No. 7605 approving the plans and specifications for the 2026 Street Maintenance Program; and authorize Staff to advertise for Project bids.
Moved by Pedro A Chavez, seconded by Jenny Crosswhite

Vote: Motion carried 5-0
Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

10.C) REQUEST FOR LICENSE AGREEMENT AMENDMENT WITH LEAP LAB

Mayor Juarez recused himself from this item.
Marcus Eriksen, with Leap Lab-Ventura County Science, provided information on the space use.

Tim Truwe was called to speak on behalf of the Oil Museum Foundation, in support of the museum collection is preserved and maintained. Would like to see Responsibility Energy Council (REC) agreement to manage the museum archives.
David Compton was called to speak with concern of preservation of the collection at the museum.
Olivia Simonson with REC was called to speak in support of Leap Lab and would like the collection preserved. REC still leaves the door open for agreement to manage the museum archives.
Tracy Green was called to speak in support in preserving the museum collections.

Motion: Approve as amended authorizing the City Manager to enter a First Amended and Restated License Agreement with Leap Lab: Ventura County Science Center for use of the Union Oil Building to include the amendments in Section 10e under Exhibit Displays.
Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 4-0
Yes: Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

10.D) CITY OF SANTA PAULA VACANCIES REPORT PURSUANT TO ASSEMBLY BILL (AB) 2561

This item was presented by Human Resource Administrator Lorena Alvarez.
Michael Hopkin with the Police Officers Association (POA), spoke of concerns of the low staffing in the police department.

Motion: Approve City's Annual Position Vacancy Report in compliance with Assembly Bill (AB) 2561. (Gov. Code § 3502.3.)
Moved by Jenny Crosswhite, seconded by Leslie Cornejo

Vote: Motion carried 5-0
Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

10.E) MID-YEAR FISCAL REPORT 25/26

Motion: Approve extending the meeting past 10:30 p.m.
Moved by Jenny Crosswhite, seconded by Pedro A Chavez

Vote: Motion carried 5-0
Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

Motion: Approve budget recommendations and personnel changes as noted in the fiscal impact section and implementation of the minimum wage increase (and subsequent increase to positions related, as noted in the adopted budget).
Moved by Carlos Juarez

Vote: Motion carried 5-0
Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

11) ITEMS FOR FUTURE AGENDAS

11.A) FUTURE AGENDA ITEMS

12) ADJOURNMENT

Mayor Juarez Adjourned the meeting in honor of Anthony Tony Diaz and Raymond Frutos at 10:53 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
March 18, 2026, 5:30 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 5:30 pm.

2) ROLL CALL

Members Present: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

Members Absent: Jenny Crosswhite

Councilmember Ornelas was absent at time of roll call, arriving at 5:35 pm.

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) and (e)(1): 2 potential cases

Council recessed to closed session.

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there were no reportable actions taken.

6) ADJOURNMENT

Mayor Juarez adjourned the meeting at 6:30 pm.

ATTEST:

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
March 18, 2026, 6:30 PM
MINUTES

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 6:30 p.m.

2) INVOCATION

Minister Carolyn Bjerke provided the invocation.

3) FLAG SALUTE

Councilmember Ornelas led the flag salute.

4) ROLL CALL

Members Present: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

Members Absent: Jenny Crosswhite

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there are no reportable actions taken on CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) and (e)(1): 2 potential cases

6) PUBLIC COMMENT

Nancy Grass was called to speak on concerns of the slow progress on Property Business in Downtown District projects.

Atul Ranchod was called to speak on concerns of the slow progress on Property Business in Downtown District projects, and problems with the loud music in the area.

Jose Melgar was called to speak on concerns with Property Business Improvement District on slow process of providing funds from Property Business Improvement District Grant.

Kathya Godinez was called to speak (provided her time to Jose Melgar)

Gilberto Moreno was called to speak (provided his time to Jose Melgar)

Efrain Covarubias was called to speak of disappointment of taxes paid for the Property Business Improvement District with no results.

Ima Alvarez was called to speak on slow progress on Downtown District projects.

Pedro Duran was called to speak requesting recognition of the Santa Paula 14U AYSO Soccer team who placed 1st at the Western States Tournament.

City Manager was directed to follow up with Property Business Improvement District merchants.

7) PRESENTATIONS

7.A) POLICE DEPARTMENT REPORT

Police Chief Don Aguilar provided a presentation on the Police Department activities.

8) CITY COUNCIL REPORTS

Councilmember Chavez:
No reportable events.

Councilmember Orneles:
Served as Judge for Regional Speech Debate.

Councilmember Cornejo:
Attended the Senior Advisory Committee; opening day for Little League; Property Business Improvement District; Ventura County of Governments and was elected as Vice Chair; Premier Party at the Art Museum; and presentation on the Santa Paula Hospital.

Mayor Juarez:
Attended the Santa Paula Leadership Academy; Youth of the Year Boys and Girls Club; Happy History at the Aviation Museum; presentation on the hospital; Premier Party at the Art Museum; reminded the community of the upcoming Easter celebration.

9) CITY MANAGER REPORTS

City Manager Dan Singer:
Announced that once again the City of Santa Paula was awarded Tree City USA; attended the History Society meeting on St Francis Dam; held Management retreat; and announced he and the Mayor will be traveling to Washington DC to meet with representatives and lobby for assistance.

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES

City Council Special Meeting January 21, 2026
City Council Regular Meeting January 21, 2026
City Council Special Meeting January 26, 2026
City Council Special Meeting February 4, 2026
City Council Regular Meeting February 4, 2026
City Council Special Meeting February 11, 2026
City Council Special Meeting February 18, 2026
City Council Regular Meeting February 18, 2026

10.B) FEBRUARY 2026 WARRANTS AND CERTIFICATIONS

10.C) ENGEO PROFESSIONAL SERVICES AGREEMENT

10.D) REVISIONS TO THE CITY COUNCIL RECOGNITION POLICY

Motion: Approve as amended revisions to the City Council Recognition Policy established by Resolution No. 7453, incorporating policy clarifications related to business recognitions and procedures for adjourning meetings in memory of individuals or events that have made a meaningful contribution to the Santa Paula community, with the following language change 2. Policy b) "on behalf of the City Council as a whole and presented by the Mayor or presiding officer."
Moved by Pedro A Chavez, seconded by Gabriela Ornelas

Vote: Motion carried 4-0
Yes: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

Councilmember Chavez requested item 10.D pulled for separate discussion and vote.

Motion: Approve Consent Calendar items 10.A, 10.B, and 10.C
Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 4-0
Yes: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

11) ACTION ITEMS

11.A) SECOND READING AND ADOPTION OF ORDINANCE TO REGULATE SUCCESSIVE RENT INCREASE APPLICATIONS

Motion: Table and return to reintroduce the ordinance with changes.
Moved by Pedro A Chavez, seconded by Gabriela Ornelas

Vote: Motion carried 4-0
Yes: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

11.B) UTILITY BOX ART PROJECT CRITERIA AND REQUIREMENTS

Intern Nicholle Azpera presented this item.
Representatives Maria Munguia, Lynn Oaken, and Andy Sobel with

Santa Paula Arte & Cultura Collective provided a presentation on the Utility Box Art Project.

Motion: Approve criteria and program requirements for the Utility Box Art Project being implemented in coordination with the Santa Paula Arte & Cultura Collective.
Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 4-0
Yes: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

11.C) TRANSFER OF UNCLAIMED MONIES BACK TO GENERAL FUND BALANCE

This item was presented by Accountant Fabian Castellon.
Redline was provided on the Dias to approve as amended.

Motion: Approve as amended Resolution No. 7608 escheating monies to the City's General Fund, pursuant to Government Code §50053, with changes to Section 4: amount of $34,590.84.
Moved by Pedro A Chavez, seconded by Gabriela Ornelas

Vote: Motion carried 4-0
Yes: Carlos Juarez, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

Councilmember Chavez submitted Agenda Request Form for Study Session on the Impact of Growth in Santa Paula. Council was in consensus.

13) ADJOURNMENT

Mayor Juarez adjourned the meeting at 8:32 p.m.

ATTEST:

_____
Secretary,
City Council Regular

MEETING MINUTES

Committed to Serving Every Student Every Day

Governing Board
Dr. Daniel Sandoval
Nathan Ramos Rodriguez
Anna Villicana-Arroyo
Michael Kumazawa
Tommy Frutos

Student Trustees
Asher Gonzalez
Naidelyn Magana
Jaidey Torres

Superintendent
Mr. Jeff Weinstein

Vision Statement:
Committed to Serving Every Student Every Day

Mission Statement:
The Santa Paula Unified School District, in collaboration with educators, parents, and the community, will prepare all students academically, socially, and emotionally for college, careers, global citizenship, leadership, and lifelong learning. The district will use its resources to provide all students with diverse, equitable, differentiated experiences, and learning opportunities by a highly skilled educational team in a safe and supportive learning environment while remaining fiscally responsible.

We continue to encourage the public to view the meetings via YouTube at Santa Paula USD

- Public comments are welcome and encouraged by the Board within reasonable meeting time considerations in order to conduct the District's business. During this time, the President of the Board may acknowledge visitors' requests to speak on a topic not on the regular Board agenda. Persons wishing to address the Board should complete a "speaker form" and turn it into the recording secretary. Individual speakers shall be allowed three minutes on any agenda items. The Board may limit the total time for public input on each item to 21 minutes. Also, speakers will not be allowed to give their time to other speakers. The Board is prohibited from taking action on any item that is not part of the printed and published agenda. Any individual with a disability who requires reasonable accommodation to participate in a Board meeting, may request assistance by contacting the Superintendent's Office at (805) 933-8802.

- Members of the public may submit written comments by 3:00 p.m. on the day prior to the scheduled meeting to: isanchez@santapaulausd.org These comments will be read aloud into the record. Written comments submitted to the board are limited to 300 words.

AGENDA

Any writings or documents that are public records and are provided to the majority of board members before the meeting regarding an open session item on the agenda will be made available for public inspection in the District Office located at 201 S. Steckel Drive, Santa Paula, during normal business hours. In addition, any writings or documents that are public records and are provided during a meeting to the board members regarding an open session item shall be made available to the public at the meeting, or after the meeting, if prepared by someone other than staff or board members.

1. OPEN SESSION - 5:00 PM - Santa Paula Community Center 530 West Main Street, Santa Paula and livestreaming at YouTube SantaPaulaUSD

a. Call to Order

The Special Board Meeting was called to order at 5:05 pm.

b. Pledge of Allegiance

City Mayor Carlos Juarez led the Pledge of Allegiance.

c. Roll Call - Santa Paula City Council Members

City Council member Ms.Gabriela Ornelas was absent.

d. Roll Call - Santa Paula Unified School District

Trustee Frutos and student trustee Magana were not present.

2. PUBLIC COMMENTS

Mr. Brian Schumacher emailed the following public comment, and it was read aloud:

Dear Mayor Chavez, President Sandoval, Superintendent Weinstein, Council and Board Members, and Staff of the City and School District,

My name is Brian Schumacher, and I serve as the Advocacy and Community Impact Manager for Autism Society Ventura County. I am writing on behalf of our dedicated Advocacy Committee, which reviews City Council and School Board agendas each week to ensure that people with disabilities are represented on issues that affect their lives.

This week, we would like to express our **STRONG SUPPORT** and appreciation for the joint public session between the City of Santa Paula and the Santa Paula Unified School District scheduled for Monday, March 2, 2026.

Collectively, our committee brings many years of experience engaging with City Councils and School Districts throughout Ventura County. In that time, we have never seen a joint public session of this kind, and we truly want to acknowledge the leadership it represents.

When city and school district leaders come together in a shared public setting, it reflects care for the community and a recognition that supporting students and families is a shared responsibility. Collaboration like this builds trust, strengthens relationships, and creates meaningful opportunities to better serve the people of Santa Paula.

We appreciate your leadership and look forward to seeing how this partnership will further unite the incredible Santa Paula community.

Thank you,

Brian Schumacher
Advocacy and Community Impact Manager
Autism Society Ventura County

3. PRESENTATIONS

a. Community Hospital and Health Services

John Fankhauser, HCA Interim Director and CEO of Ventura County Medical Center and Santa Paula Hospital, provided the following brief update on the recent discussions about Santa Paula Hospital:

- Status Update
    - SPH and SCRV Ambulatory Clinics remain open and fully operational.
- HR-1 Fiscal Impact on Ventura County Health Care Agency
    - CA Association of Pubic Hospitals and Health Systems (CAPH) estimates HR-1 will reduce funding for public hospital systems by $930 million in 2016 and increase annually, ultimately exceeding 3.4 billion in decreases in 2032.
    - Approximately 60% of patients are currently covered by Med-Cal.
    - Reductions in State Directed Payments, loss of coverage for Uninsured Individuals (UIS) residents, reductions in the Federal Medical Assistance Percentage (FMAP), elimination of Disproportionate Share Hospital (DSH) and Global Payment Program (GPP) funding and decreases in enrollment due to work and reapplication requirements make up the majority of the loss.
- Santa Paula Hospital Financial Overview
- Seismic Requirements & Board Action
- Hospital Inpatient Discharges for SCRV Residents
- SCRV Health Care & Access Landscape
- HCA Service Footprint in the SCRV
- Hospital Services Across the VCMS
- SPH Emergency Room Visits vs. Admissions
- EMS Transports to SPH (fire and ambulance)

- Next Steps
    - Santa Paula Hospital remains open to care for all patients across the Santa Clara River Valley.
    - Board will return to the Board of Supervisors in Summer 2026 with an updated assessment of options, associated costs and recommended next steps.
    - Options will be informed by health needs and reflect financially sustainable options amid threats to safety net health care funding.

Council member/board members comments/questions:

Council member Pedro Chavez:

- It's concerning for our families to know that the hospital will no longer be here. How would patient care be affected if all patients were transported to Ventura?
- What is the footprint? How many employees are in SP that could be affected??
- Who does this decision fall back on? Who ultimately makes that decision?
- Because people are losing health insurance, if we start to see spikes in emergency room visits, who is responsible for taking care of those uninsured?

Board Trustee Arroyo:

- Are you looking at consolidating all your clinics? What can we do to help find another location?

Board Trustee Dr. Sandoval:

- We would love to partner with the county to help with some of those services that are going to be lost. We could possibly do outreach?
- Would love to continue working on our career pathways. Would love to be partnering more strongly with the systems.

Vice Mayor Crosswhite:

- With the diagram of reduced admission visits, would that show up as an admission somewhere?
- What is the micro-hospital exactly?
- What impact, if any, will it have on the transit-dependent residents in Santa Paula?

b. Partnership Success

Mr. Barnes and Dr. Ramirez, presented the following information regarding the Partnership Success:

- Partnership Success that has transpired in the last 4-5 years include:
    - HSA Intern Program
    - RHS/Senior Center
    - Summer Program (Rising Scholars)
    - Youth Center

- Youth Sports
- Joint Use Agreement

Board member comments/questions:

Trustee Ramos Rodriguez:

- What can we expect as a community, with regard to expanding the programs?
- Can you tell us what pathways they would be going through?

Trustee Dr. Sandoval:

-

Trustee Arroyo:

- How are the city and the school district able to fund all these programs and activities?

Vice Mayor Crosswhite:

- The county will soon be launching a Work Force Preparedness Program. It would be great to be in good conversation with them, considering the large amount of the grant.

Trustee Dr. Sandoval:

- I would love to see Santa Paula integrate a public service/government service pathway.

Trustee Gonzalez:
Do the city and district plan to expand the current city intern program?

c. City Growth & Development

Director James Mason presented the following:

- Development Snapshot
- Public Benefit Housing Program
  - Strategic Priority-Housing
  - Strategic Priority - Employment Generation
  - Strategic Priority - Downtown
  - Strategic Priority - Economic Diversification
- County Medical Facility Possible location

Councilmember/Board member comments/questions:

Councilmember Chavez:

- Can you explain why cities have very little control over housing in California?

- Can you share future population growth possibilities?
- What is the plan to navigate the traffic? We will need to ensure we work together with public safety to make it safer and easily accessible.

Trustee Kumazawa:

- What conversations is the city having regarding the 126? It's going to continue to be an issue until it is addressed.
- It is a public safety issue.

Vicemayor Crosswhite:

- Cal Trans is currently engaged in a study for potential safety programs along the 126.
- VCTC is also looking into doing a new study of the current conditions along the 126.
- Both are looking at short and long-term solutions.

Student Trustee Gonzalez:

- Is the city expecting a higher increase in housing vacancies?

d. Community Schools Grant

Dr. Ramirez presented the following information regarding the Community Schools Grant:

- California Senate Bill 820 allowed us to apply for this grant, partnering with the city and other agencies.
- We received two grants.
- What is a community school?
- Who are our community schools?
- We want great schools, that require the 4 components of the community school.
    - Collaborative Leadership and Practices
    - Family and Community Partnership
    - Expanded and Enhanced Learning Time
    - Integrated Student Support
- California Community Schools Framework
    - Four Pillars:
        - Integrated Student Supports
        - Family and Community Engagement
        - Collaborative Leadership and Practices for Educators and Administrators
        - Extended Learning Time and Opportunities
- What is in place currently?

Council/Board member comments/questions:

Student Trustee Gonzalez:

- Are there plans to expand Condor Closet to other sites?
- Are there plans to recognize other schools as Community Schools?

Councilmember Chavez:

- Can you share briefly the structure of the Community Schools?

e. Mental Health Initiatives - SPUSD Wellness Centers

Dr. Andres Santamaria, Director of Student Support Services, presented the following information regarding the SPUSD Wellness Centers:

- SPUSD Mulit-Tiered System of Social Emotional Supports
    - Tier 1 - Tier III Levels of Support
    - SPUSD Wellness Centers:
        - Barbara Webster
        - Blanchard
        - Glen City
        - Grace Thille
        - Bedell (Opening 3/25)
        - McKevett (Opening next year)
        - Isbell
        - SPHS
        - RHS
    - What are Wellness Centers?
        - Safe space for students and parents to access support for their mental health. Students are welcome to come check in with a counselor when they need any type of social emotional need.
    - Addressing Student Needs

Council/Board member comments/questions:

Trustee Ramos Rodriguez:

- How would you assess the needs of a student in immediate crisis?
- Mental health needs in this community are high.
- What if I'm a student who really needs help with the day-to-day stress of school and life? Would I be able to talk to somebody right then and there or is there a wait time?

f. Public Safety On and Off Campus

Santa Paula Police Department Chief Don Aguilar presented the following:

- Safety and Service on School Campuses
    - SRO's working together with school admin at Santa Paula High School and Isbell Middle School
    - SRO's provide additional assistance/support to Renaissance High School

and elementary schools
    - Provide support for emergency calls in the City
- SRO Roles and Support
    - Provide safety and address concerns related to students.
    - Open and effective communication with school administration and staff.
    - Student welfare checks/site visits (off campus)
    - Student Attendance Review Board (SARB)
    - Respond to investigation regarding students outside of school hours.
    - Information presentations to students on campus.
    - Traffic enforcement on and around school grounds.
    - Referrals/Enforcement
    - Read Across America
    - Police Activities League (PAL)
- Crime Stats - Group A Offenses
    - Crimes against persons - down 1.4%
    - Crimes against property - down 30.73%
    - Crimes against society - down 6.75%
    - Total Group A offenses - down 15.1%
- School Active Threat Awareness
    - Considerations for school staff:
        - Immediately report active threats and crimes in progress by dialing 9-1-1
        - Decision by School Administration to lock down or shelter in place
        - School/District initiates messaging/updates to parents
- Collaborative Events:
    - Parent/Student Awareness Forum 3/5 SPHS Library

Council/Board member comments/questions:

Councilmember Chavez:

- What de-escalation tactics are you using for new officers?

Student Trustee Gonzalez:

- What strategies have your officers been using to get the crime rate down?

Mayor Juarez:

- At the city and district level, who is involved with SARB?

4. BOARD MEMBER COMMENTS / REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Juarez:

- We've heard at times there are unrelying problems with attendance, it is great to see all the resources that are available.

- Thank you to all support staff and presenters that were present today.

Trustee Dr. Sandoval:

- Trustee Frutos not able to be here due to the passing of his father, Rey Frutos.

In honor of Rey Frutos, the meeting was adjourned at 7:37 pm.

5. FUTURE MEETINGS

6. ADJOURNMENT

Special Board Meeting adjourned at

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Monica Castillo, City Attorney

Subject: FIRST READING OF ORDINANCE TO REGULATE SUCCESSIVE RENT INCREASE APPLICATIONS

Date: April 1, 2026

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends the City Council:

1. Introduce, waive first reading of, and read by title only, Ordinance No. 1353 entitled “An Ordinance of the City Council of the City of Santa Paula Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, and Finding the Ordinance is Exempt from the Environmental Quality Act."

Presented by: Monica Castillo, City Attorney

BACKGROUND:

At its January 6, 2026 meeting, the Housing and Homelessness Standing Committee ("Committee") discussed an urgency ordinance to restrict how often a mobilehome park may file a rent adjustment application. The Committee voted to refer the item for placement on the City Council's agenda for discussion with the full Council. The Committee's referral is in response to mobilehome owner concerns about mobilehome parks applying for rent increases repeatedly within a short period of time.

At its February 4, 2026 meeting, the City Council considered a proposed urgency ordinance that added the following restriction on rent increase applications:

“No park owner may apply for a rent increase within 12 months after a decision on the merits of a previous application, absent unusual circumstances.”

The staff report explained that the “unusual circumstances” exception allows the owner to still apply where unforeseen circumstances could deny the owner a fair return. For example, to calculate a fair return, the City’s Ordinance takes into account a park’s operating expenses. Operating expenses include utility costs that are not passed through to residents. If these utility costs dramatically spiked in the 6 months following the prior application, then the “unusual circumstances” exception would provide a way for owners to recover a fair return.

After deliberation and public comment, the City Council directed the City Attorney to prepare an urgency ordinance regulating the frequency of mobilehome park rent adjustment applications.

Subsequent to the February 4, 2026, meeting, the City Attorney received additional input about the proposed urgency ordinance from interested parties. A proposed urgency ordinance responding to that input was presented at the March 4, 2026 City Council meeting. At the March 4, 2026 meeting, the City Council adopted, with amendments, the proposed urgency ordinance and introduced and waived first reading of an identical companion regular ordinance.

The amendments modified the definition of “material change in circumstances” to exclude increased expenses due to property taxes and change or transfer of ownership costs. The effect of these changes limits when a park owner may re-apply for a rent increase during the 12 months following the denial of an application that is substantially the same as the denied application. The urgency ordinance went into effect on March 4, 2026.

With regard to the regular ordinance, the City Council directed the City Attorney to assess whether exclusion of property taxes and change of transfer ownership costs may have unintended consequences, and to return to Council with those findings.

On March 18, 2026, the City Council considered amendments to the introduced ordinance affecting property tax treatment based on the recommendations of the City Attorney, and directed the ordinance be re-introduced with the amendments at a future meeting. Accordingly, the proposed ordinance is being presented again with the amendments for first reading.

ANALYSIS:

Santa Paula Mobile Home Rent Stabilization Ordinance

The City's mobilehome park rent stabilization ordinance, codified at Santa Paula Municipal Code ("SPMC") Chapter 152 (the "Ordinance"), was adopted in 1986. There are six mobile home parks in Santa Paula with approximately 771 units. These parks include Rancho Santa Paula, Santa Paula West, The 400 Mobile Estates, the Oaks Mobile Home Estates, and the Anacapa Mobile Home Park.

Annual Permissive CPI Increases

Under SPMC § 152.07(A), on February 1st of every year, park owners are allowed to increase rent within a certain amount which is tied to the Consumer Price Index (CPI). The CPI measures inflation and is recalculated annually. The allowable rent increase is 75% of the change in CPI between October of the previous year and October of the year before that. However, regardless of the rise in inflation, the rent increase may not exceed 7% of the current rent amount. Park owners are free to implement a CPI increase every year on their own, if they so choose. These CPI increases do not require park owners to file an application with the City.

Other Rent Increases

For other types of rent increases, park owners must file an application with the City. The City’s

ordinance allows for two types of increases: (1) increases based on the cost of a completed capital improvement and (2) increases to permit a just and reasonable return and maintain net operating income. See SPMC §§ 152.07(B) and 152.08. Before adoption of the urgency ordinance, Santa Paula's ordinance did not preclude a park owner from re-filing substantially similar rent increase applications within short intervals of time.

Proposed Ordinance

The proposed ordinance would prohibit a park owner from filing a new application within 12 months of a prior decision which denied an application seeking substantially similar relief based on substantially the same facts if (1) the prior application was decided on the merits or (2) the decision is under judicial review. A decision on the merits does not include a decision based solely on procedural grounds.

There is an exception to the 12-month general prohibition. A park owner may apply for a rent increase to obtain a fair return only if there is a material change in circumstances arising after the prior decision. A material change in circumstances means a substantial change affecting a park owner's entitlement to a just and reasonable return under the Ordinance. A material change may include, without limitation: (1) a significant increase in reasonable and necessary operating expenses (which shall not include property taxes, change or transfer of ownership costs, or any expenses related to the processing of any application, including judicial review of or legal challenge to any application or application-related decision of the Commission); (2) a significant decrease in gross income; or (3) a significant change in applicable laws, regulations, or governmental requirements that directly increases costs or reduces lawful revenues. Though excluded from the "material change in circumstances" exception during the 12-month pause, property tax increases must be considered in an application submitted 12 months after the prior decision. To qualify for the exception, the change also must not have been known or reasonably foreseeable at the time of the prior application and must have occurred within 12 months following the prior decision. It is the park owner's burden to demonstrate such a material change in circumstances.

The proposed ordinance will likely be upheld. It includes an exception that provides park owners a meaningful opportunity to obtain a fair return while still imposing a general 12-month waiting period to re-apply, thus tailored to serve the government interests stated in the ordinance. California courts have consistently held that rent control regulations satisfy constitutional requirements so long as the regulatory framework, viewed as a whole, provides a mechanism for achieving a fair return. (*See Fisher v. City of Berkeley* (1984) 37 Cal.3d 644, 683–684 [ordinance valid where landlords may obtain a fair return].) The California Supreme Court has also recognized that a temporary regulatory delay to a rent increase is not a taking if the rent control framework ultimately allows a park owner to recover a fair return. (*Kavanau v. Santa Monica Rent Control Bd.* (1997) 16 Cal.4th 761, 782-783.) The Court has also held that procedures that "are carefully tailored to meet the legitimate interests of [an] ordinance 'without a substantially greater incidence and degree of delay than is practically necessary' are not impermissibly confiscatory (*Carson Mobilehome Park Owners' Assn. v. City of Carson* (1983) 35 Cal.3d 184, 193, quoting *Birkenfeld v. City of Berkeley* (1976) 17 Cal.3d 129, 169.). The ordinance thus aligns with case law.

STRATEGIC PLAN:

This item promotes Strategic Plan Category D. Healthy, Connected, & Thriving Community,

Objective 13: Rent Stabilization - Study rent stabilization options relative to current state laws.

FISCAL IMPACTS:

A decrease in the frequency of applications as result of adopting the proposed ordinances may alleviate staff time associated with processing applications and reduce costs of legal and consultant services.

OPTIONS:

The City Council may in the alternative to staff's recommendation:

1. Direct staff to make substantive amendments to the ordinance. Substantive amendments to the ordinance will require re-introduction of the ordinance at a future public meeting.
2. Decline staff's recommendation, leaving the current ordinance unchanged.
3. Take other action as desirable.

ATTACHMENTS:

Att A - Ordinance 1353

ATTACHMENT A

Ordinance No. 1353

ORDINANCE NO. 1353

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTER 152 (MOBILEHOMES AND MOBILE HOME PARKS) OF THE SANTA PAULA MUNICIPAL CODE TO REGULATE SUCCESSIVE RENT INCREASE APPLICATIONS, AND FINDING THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

SECTION 1. Findings.

A. By virtue of the police powers delegated to it by the California Constitution, the City of Santa Paula ("City") has the authority to enact regulations which promote the public health, safety, and general welfare of its residents, including the regulation of mobilehome space rents.

B. The high cost of moving mobilehomes; the potential for damage resulting therefrom; the requirements relating to the installation of mobilehomes, including permits, landscaping and site preparation; the lack of alternative sites for mobilehome residents; and the substantial investment of homeowners in such homes severely restrict homeowners' ability to avoid excessive rent increases by relocating to another site.

C. These conditions create an imbalance in bargaining power between mobilehome park owners and mobilehome homeowners that warrants reasonable regulation of space rents to prevent excessive increases while recognizing park owners' right to a fair return.

D. Mobilehome parks in Santa Paula are an important source of long-term housing stability and affordable homeownership opportunities, particularly for seniors and residents on fixed or low incomes, and displacement from such housing can impose significant social and economic costs on affected residents and the Santa Paula community at large.

E. Park residents have expressed concerns about park owners applying for successive rent increases soon after the denial of an application seeking substantially the same relief based on substantially the same facts.

F. The repetitive filing of such applications within short intervals destabilizes mobilehome residents by creating ongoing uncertainty regarding housing costs. Such uncertainty imposes indirect displacement pressure and undermines housing

stability for Santa Paula mobilehome residents who are disproportionately low-income, senior, disabled, or on fixed incomes.

G. Repeated hearings on substantially similar applications also impose significant and unanticipated burdens on staff time, consultants, and legal resources. These costs divert public funds from essential municipal services.

H. Pursuant to the California Government Code Section 65863.7 and the City's police power, the City Council desires to enact clear procedural limitations that prevent the use of its administrative process in a manner detrimental to the public welfare while also balancing park owners' right to a fair return.

SECTION 2. A new Section 152.10.1 of Chapter 152 of Title XV of the Santa Paula Municipal Code is added to read as follows:

§ 152.10.1 SUCCESSIVE APPLICATIONS.

(A) A park owner may not apply for a rent increase within 12 months of a final written decision, as defined in Code of Civil Procedure Section 1094.6, denying a prior application which sought substantially the same relief based on substantially the same operative facts if one of the following applies:

(1) The prior application was decided on the merits.

(2) The decision to deny the prior application is under judicial review.

(B) No new application that meets the criteria of paragraph (A)(2) shall be filed or accepted while the judicial proceeding remains pending, starting from initial filing with the court and ending with the entry of final judgment.

(C) Notwithstanding subsections (A) and (B), a park owner may apply for a rent increase only if it is based upon a material change in circumstances arising after a decision on the prior application. The applicant shall bear the burden of demonstrating such material change.

(D) For purposes of this Section:

(1) An application is not "decided on the merits" when a decision is based solely on procedural grounds, including but not limited to incompleteness, failure to pay required fees, lack of jurisdiction, untimeliness, withdrawal by the applicant, or other procedural defect.

(2) "Final judgment" means a judgment of a court of competent jurisdiction that fully resolves the judicial proceeding and for which the time to seek further appellate or writ review has expired, or such review has been exhausted or waived.

(3) "Material change in circumstances" means a substantial change affecting a park owner's entitlement to a just and reasonable return under this Chapter. A material change may include, without limitation: (1) a significant increase in reasonable and

necessary operating expenses (which shall not include property taxes, change or transfer of ownership costs, any expenses related to the processing of any application, including judicial review of or legal challenge to any application or application-related decision of the Commission); (2) a significant decrease in gross income; or (3) a significant change in applicable laws, regulations, or governmental requirements that directly increases costs or reduces lawful revenues. The change must not have been known or reasonably foreseeable at the time of the prior application and must have occurred within 12 months following the prior decision. Increases to operating expenses due to regulatory increases in property taxes, including increases resulting from a change or transfer of ownership, shall be considered in an application submitted 12 months after the prior decision.

SECTION 3. Environmental Review. The City Council finds that adoption and implementation of this ordinance is not a "project" for purposes of the California Environmental Quality Act (CEQA), as that term is defined by CEQA guidelines (Guidelines) sections 15061(b)(3) and 15378(b)(5). The City Council also alternatively finds that the adoption and implementation of this ordinance is exempt from the provisions of CEQA as an administrative activity to modify rent application procedures that will not result in any direct or indirect physical change in the environment, per sections 15061(b)(3) and 15378(b)(5) of the CEQA Guidelines.

SECTION 4. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality or the remaining portions of this Ordinance; it being hereby expressly declared and this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phases be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall become effective 30 days following adoption by the City Council.

SECTION 6. Prospective Effect. This Ordinance shall only apply to applications filed after the effective date.

SECTION 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published or posted in the manner required by law.

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PASSED, APPROVED AND ADOPTED this ____ day of _____, 2026.

_____
Carlos Juarez, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Greg Barnes, Parks and Recreation Director

Subject: ST. FRANCIS DAM FLOODPATH PROJECT CONCEPTUAL DESIGN

Date: April 1, 2026

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the St. Francis Dam Project conceptual design and direct staff to return with a Memorandum of Understanding with the Santa Paula Historical Society once they have obtained approval from both the Ventura County Transportation Commission and Sierra Northern Railway.

Presented by: Greg Barnes, Parks and Recreation Director

BACKGROUND:

On March 12, 1928, the failure of the St. Francis Dam released a catastrophic flood that swept through the Santa Clara River Valley, devastating communities and resulting in the loss of more than 400 lives. The floodwaters traveled through the region during the early morning hours, impacting several communities including the City of Santa Paula. The disaster remains one of the most significant civil engineering failures in California history and had a lasting impact on the region and its residents.

In the years since the tragedy, local historians, community members, and descendants of those affected have continued efforts to ensure the event is remembered and its lessons preserved. The Santa Paula Historical Society has expressed interest in commemorating the event locally through the installation of a permanent monument within Railroad Plaza Park.

The Historical Society has proposed constructing a monument near the existing granite ball water feature located within the park. The proposed monument would serve as a place of reflection and education, recognizing the historical significance of the St. Francis Dam disaster and honoring the victims and communities affected by the flood. The location within Railroad Plaza Park was identified due to its central location and its proximity to other historical features that help interpret the history of Santa Paula.

The proposed monument would be developed and supported by the Santa Paula Historical Society in coordination with City staff to ensure the design, placement, and installation are consistent with City standards and park design considerations. The project would provide an

opportunity to commemorate a significant historical event while enhancing the interpretive and educational elements within Railroad Plaza Park.

Staff is bringing this item forward to provide the City Council with background on the request and to receive direction regarding the proposed monument installation.

ANALYSIS:

The proposed St. Francis Dam commemorative monument project will be privately funded by the Santa Paula Historical Society, with no anticipated financial impact to the City. The Historical Society has indicated that it will cover all costs associated with the design, fabrication, and installation of the monument.

The project site, located near the existing Granite Ball water feature in Railroad Plaza Park, requires coordination with multiple agencies. The Historical Society will be responsible for securing all necessary approvals and permits prior to construction, including permission from the Ventura County Transportation Commission (VCTC) and the adjacent railroad branch line operator, given the proximity of the park to the rail corridor.

City staff will provide guidance on park design standards, safety, and accessibility considerations; however, the City will not assume financial or permitting responsibilities for the project. Staff has reviewed the initial proposal and finds the project consistent with the City's interest in promoting historical awareness and enhancing public spaces, provided that all required approvals and permits are obtained by the Historical Society before construction commences.

The Historical Society's intent is to complete the project in time for the centennial commemoration of the St. Francis Dam disaster on Sunday, March 12, 2028. As part of this milestone, the Historical Society has begun planning a full day of remembrance activities, culminating in a "River of Lights" event at Ebell Park, similar to its 90th anniversary commemoration. The unveiling of the proposed "Floodpath" monument is anticipated to serve as a key component of these commemorative events.

Staff will return to the City Council with a draft Memorandum of Understanding (MOU) for Council consideration once the Historical Society has received the necessary approvals from both VCTC and the railroad branch line operator. The MOU will outline responsibilities, ensure compliance with City standards, and provide a framework for coordination during the monument's installation and ongoing maintenance.

This approach allows the City to support a community-driven historical commemoration while minimizing financial and administrative impacts on City resources.

STRATEGIC PLAN:

This item directly supports the City Council's Strategic Plan, Section A: Infrastructure, Transportation & Mobility, Goal A5 – Rail Corridor Beautification & Improvements. This goal focuses on working collaboratively with community partners to enhance and improve the existing rail corridor.

FISCAL IMPACTS:

There are no fiscal impacts anticipated as this is a privately funded project.

OPTIONS:

Council can take the following additional options:

1. Do not approve the conceptual design.

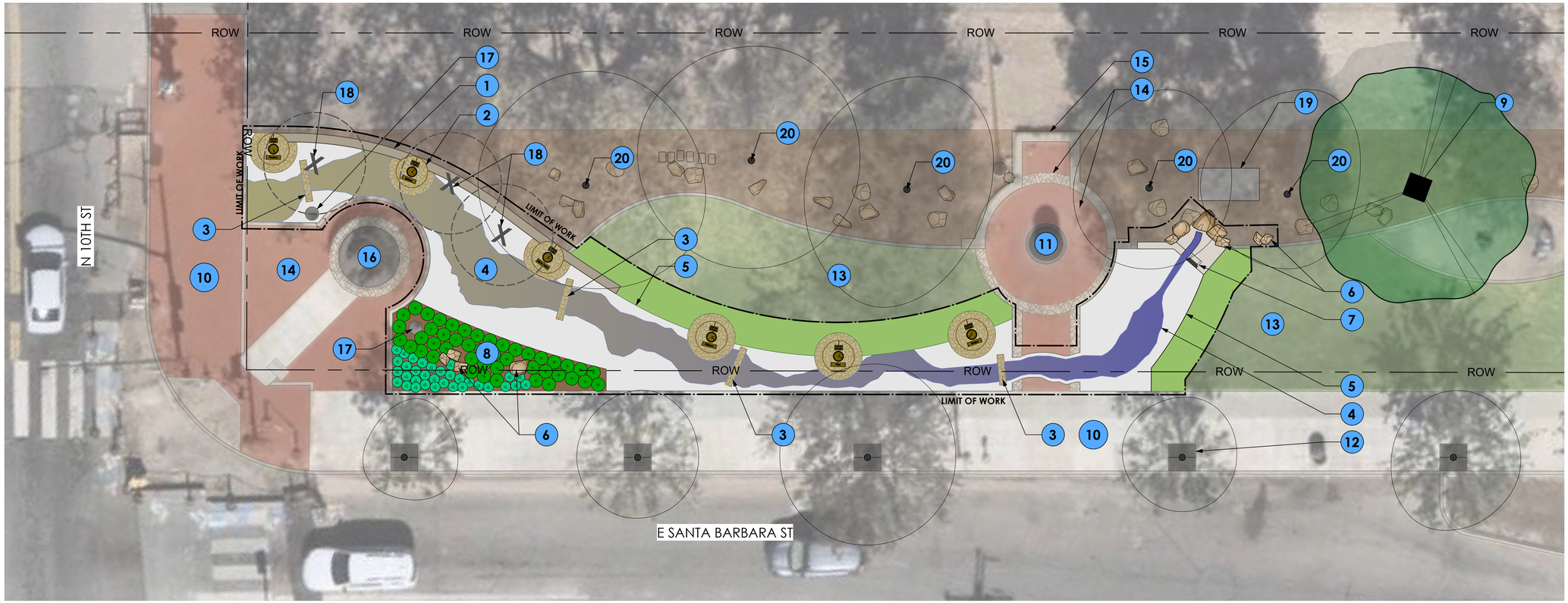
2. Provide additional direction to staff.

ATTACHMENTS:

EXHIBIT A: St Francis Dam Monument Project

EXHIBIT A

St. Francis Dam Memorial Project



ILLSTRATIVE SITE PLAN

SCALE: 1/8" = 1'-0"

0 8 16 24 ft

FEATURES

1. STONE VENEER SEATWALL
2. DECORATIVE CLOCK STONE MONUMENT
3. INSET STONE PAVING REPRESENTING BRIDGES ACROSS SANTA CLARA RIVER
4. DECORATIVE TILE PAVING REPRESENTING SANTA CLARA RIVER FLOODPATH
5. CONCRETE PAVING
6. RELOCATED LANDSCAPE BOULDERS
7. ST. FRANCIS DAM REPRESENTATION MONUMENT
8. NEW PLANTING AREA
9. NEW COAST LIVE OAK (QUERCUS AGRIFOLIA)
10. EXISTING SIDEWALK
11. EXISTING WATER FOUNTAIN
12. EXISTING STREET TREE METAL GRATE
13. EXISTING TURF
14. EXISTING BRICK AND STONE PAVING
15. EXISTING SEATWALL
16. EXISTING METAL SCULPTURE AND STONE PEDESTAL
17. EXISTING STREET LIGHTS
18. (3) EXISTING TREES (PLATANUS SP.) TO BE REMOVED
19. EXISTING WATER FOUNTAIN PUMP VAULT
20. EXISTING TREE TO REMAIN, PROTECT IN PLACE

Pacific Coast Land Design, Inc.
Landscape Architecture • Urban Design • Environmental Planning
461 East Main Street, Ventura, CA 93001 805.644.9697 www.pc-ld.com

Client:
SANTA PAULA HISTORICAL SOCIETY

Project:
ST. FRANCIS DAM MEMORIAL
N 10TH STREET AT E SANTA BARBARA STREET
APN: 101-0-160-02
SANTA PAULA, CALIFORNIA 93060

Plan Title:
ILLUSTRATIVE SITE PLAN EXHIBIT

Page No.
EX-1.0

Friday, February 27, 2026



RENDERING B: BIRD EYES VIEW FROM N 10TH ST AND E SANTA BARBARA ST

SCALE: NTS

RENDERING B LEGEND

1. DECORATIVE CLOCK STONE MONUMENT
2. STONE VENEER SEATWALL
3. INSET STONE PAVING REPRESENTING BRIDGES ACROSS SANTA CLARA RIVER
4. DECORATIVE TILE PAVING REPRESENTING SANTA CLARA RIVER FLOODPATH
5. CONCRETE PAVING



RENDERING A: WEST PERSPECTIVE VIEW FROM EAST OF E SANTA BARBARA ST

SCALE: NTS

RENDERING A LEGEND

1. DECORATIVE CLOCK STONE MONUMENT
2. DECORATIVE TILE PAVING REPRESENTING SANTA CLARA RIVER FLOODPATH
3. CONCRETE PAVING
4. EXISTING SIDEWALK

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Client:

SANTA PAULA HISTORICAL SOCIETY

Project:

ST. FRANCIS DAM MEMORIAL

N 10TH STREET AT E SANTA BARBARA STREET
APN: 101-0-160-02
SANTA PAULA, CALIFORNIA 93060

Plan Title:

RENDERINGS

Page No.

EX-1.1

Friday, February 27, 2026

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Monica Castillo, City Attorney

Subject: RESOLUTION NO. 7609 AUTHORIZING OPERATIONAL AND FINAL ACCEPTANCE OF 330 WATER PRESSURE ZONE FACILITIES AND SUPPORTING IMPROVEMENTS, FINAL ACCEPTANCE OF A PORTION OF 330 WATER PRESSURE ZONE LINE, AND ACCEPTANCE OF PROPERTY INTERESTS ASSOCIATED WITH THE FACILITIES AND IMPROVEMENTS (HARVEST AT LIMONEIRA)

Date: April 1, 2026

Agenda Item: 12.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7609 Authorizing Operational and Final Acceptance of 330 Water Pressure Zone Facilities and Supporting Improvements, Final Acceptance of a Portion of 330 Water Pressure Zone Line, and Acceptance of Property Interests Associated with the Facilities and Improvements.

Presented by: Monica Castillo, City Attorney

BACKGROUND:

On April 30, 2024, home builder Lennar Homes of California, LLC (“Lennar”) purchased Tract No. 6001 from Harvest at Limoneira master developer Limoneira Lewis Community Builders (“LLCB”). The 87.36-acre tract, also known as the Foothill Neighborhood, is located north of Harvest Loop Drive and east of Santa Paula Street and designated by Assessor Parcel Numbers 107-0-220-055 and 107-0-220-06. Under the purchase agreement with LLCB, Lennar also acquired the rights and obligations of approved Vesting Tentative Tract Map No. 6001.

Concurrently with the purchase, LLCB and Lennar entered into a Partial Assignment of Development Agreement (“Partial Assignment”). Among other LLCB obligations Lennar assumed under the Partial Assignment was the requirement to complete and provide security for Tract No. 6001’s public water and sewer system, booster pump station, two approximately 750,000-gallon upper tanks structures, and upper tanks grading (the "330 Zone Water Improvements"). A site map of the improvements is attached as Attachment B.

On August 7, 2024, City Council approved the recordation of Final Map Tract No. 6001 for 554 new home lots--what will be the Foothill Neighborhood--concurrently with a Subdivision Improvement Agreement, recorded in the office of the Ventura County Recorder’s Office as

Instrument No 2024000058930 dated 9-3-2024. The agreement requires Lennar to bond for and complete the 330 Zone Water Improvements as shown on City Drawing Nos. 40.35.60 Upper Tanks Grading Plans, 40.35.108 Public Water and Sewer System for Tract 6001, 40.35.120 Booster Pump Station and 40.35.121 for the Upper Tanks Structures.

On July 2, 2025, with adoption of Resolution No. 7573, City Council authorized the Public Works Director to approve the conditional, phased acceptance of the Lower Tank (aka the "3MG Tank"), 20" Fill Line within Tract 6001 along with related facilities ("3MG Tank Improvements"). The 3MG Tank/Lower Tank currently provides water supply and pressure to the water pressure zone known as the "200 Zone". And once the 330 Zone Water Improvements are in operation, the 3MG Tank/Lower Tank will also supply water to the Booster Pump Station and the two approximately 750,000-gallon Upper Tanks that comprise the water pressure zone known as the "330 Zone".

A City Public Works letter dated February 7, 2024 (Attachment C) requires Lennar to "substantially complete" the 330 Zone Improvements before issuance of the first certificate of occupancy in Tract No. 6001, with a target date of May 11. To be "substantially complete[d]" means "the facilities are functional and can be utilized." The letter also provides: "Facilities do not have to be finally accepted by the City to be in compliance with [the] delivery schedule and can be on temporary power or rental generators to be in compliance with [the] delivery schedule."

To comply with the letter, Lennar is requesting, and staff supports, adoption of proposed Resolution No. 7609, to authorize the Public Works Director to approve the conditional, phased acceptance of the 330 Zone Improvements (excluding the sewer system), as was done for the 3MG Tank Improvements. The Resolution would also authorize the City Manager to sign and record a grant deed and easement deed from LLCB to the City, in forms approved by the City Attorney, that are required for City operation of and access to the facilities.

ANALYSIS:

The 330 Zone Improvements must be operational and permitted by the State Division of Drinking Water to allow for the occupancy of and close of escrow on new homes within Tract 6001. Lennar's goal date for the first certificate of occupancy is May 11, 2026 with a closing date of May 13, 2026. To meet this goal, Lennar has requested, and staff supports, the operational acceptance of the 330 Zone Improvements until the improvements have met the conditions for final acceptance. Adoption of the attached Resolution authorizes the requested phased, conditional acceptance of the improvements.

Operational Acceptance

To place the 330 Zone Improvements into operation, staff is recommending adoption of the attached Resolution. For the first phase of two phases, the Resolution would authorize the City Public Works Director to accept the improvements for operation and maintenance purposes only, when the conditions set forth in Section 3 of the Resolution are satisfied (See Attachment A), including:

1. Final sanitation of the Upper Tanks in accordance with Department of Drinking Water (DDW) guidelines.

2. Issuance of a DDW permit.
3. Commissioned and fully functional telemetry, camera and SCADA system, including connection of the Booster Pump Station and Upper Tanks to the City's SCADA system.
4. Road to the Upper Tanks site with all-weather access as determined by the City Engineer.
5. Temporary 8” fencing and gate in place to secure the Upper Tanks site and Booster Pump Station.
6. Lighting at Upper Tanks site for security.
7. Recording of a Grant Deed from LLCB to City conveying fee title interest to the Upper Tanks site and, prior to recordation, staking out of the site for monumentation.
8. Recording of an Access Road and Pipeline Easement Deed from LLCB to City to access the Upper Tanks site and, prior to recordation, staking out of the easement area for monumentation.
9. Agreement between Lennar and City establishing their respective rights and responsibilities upon the City’s limited assumption of operation and maintenance of the 330 Zone Water Improvements, prior to final acceptance.
10. Anything that is not required for final acceptance but that is required for operational acceptance, as determined by the Public Works Director, notice of which will be given to Lennar in writing and which Lennar must take all reasonable steps to complete with expedience.

Final Acceptance

For the second phase, after completion of all items for the operational acceptance in the first phase, the Resolution would authorize the City Public Works Director to approve final acceptance of the 330 Zone Improvements upon completion of the following items:

1. Filing a Notice of Completion with the Ventura County Recorder’s Office by LLCB and Lennar for each of their improvements within 15 calendar days of City’s final inspection sign-off, and providing a copy of the notice to the Public Works Department after its recording.
2. One-year warranty security from Lennar in an amount equal to 10% of the cost of the 330 Zone Improvements (excluding the sewer system) to be posted with City upon final acceptance.
3. Three-month warranty security from LLCB in an amount equal to 10% of the estimated cost of the the Harvest Loop Pipeline to be posted with City upon final acceptance (estimated to occur on April 1).
4. Completion of all construction activities, testing, and close-out requirements as outlined in the final contract documents and specifications, including but not limited to permanent fencing and gates at the Upper Tank/Booster Pump Station and Lower Tanks Site, accepted record drawings, site cleanup, and completion of all punch list items.

Lastly, the Resolution authorizes the Public Works Director to release Lennar's warranty securities upon expiration of the required one-year warranty period.

City Deeds and Agreement with Lennar

To ensure the City’s continuous, 24-hour access to, operation of, and ability to maintain the Upper Tanks, LLCB will convey fee title to the site to the City and grant an access road and pipeline easement in favor of the City. The Resolution authorizes the City Manager to execute

and record the necessary deeds in a form approved by the City Attorney.

In addition, before operational acceptance of the 330 Zone Improvements, the City and Lennar will enter into an agreement establishing their respective duties and responsibilities with respect to the Improvements until final acceptance is approved by the Public Works Director. The purpose of the agreement is to expressly limit the City's role to operation and routine maintenance, while preserving Lennar's obligation to bear all costs for the repair or replacement of defects it or its agents cause until final acceptance and transfer of full ownership to the City.

Harvest Loop 330 Zone Water Pipeline

With adoption of the Resolution, the Public Works Director will be authorized to accept a portion of the 8-inch pipeline constructed by LLCB along Harvest Loop Road that serves the 330 Zone Water Improvements.

STRATEGIC PLAN:

This item furthers the following general goal: "Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating."

FISCAL IMPACTS:

There are no immediate fiscal impacts. The Upper Tanks, Booster Pump Station located at the Lower Tank site and the Tract 6001 public water mains maintenance costs will need to be programmed into the City Water Division facility maintenance program.

OPTIONS:

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

1. Decline to adopt the Resolution, which would result in a delay of the Harvest development as well as City fees and permits.

ATTACHMENTS:

ATTACHMENT A - Reso re operational acceptance of 330 Zone facilities
ATTACHMENT B - 330 Zone Water System Site Map
ATTACHMENT C - 2024 City T6001 Water Facilities Delivery Letter

ATTACHMENT A

RESOLUTION NO. 7609

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AUTHORIZING OPERATIONAL AND FINAL ACCEPTANCE OF 330 WATER PRESSURE ZONE FACILITIES AND SUPPORTING IMPROVEMENTS WITHIN TRACT 6001, AND ACCEPTANCE OF PROPERTY INTERESTS ASSOCIATED WITH THE FACILITIES AND IMPROVEMENTS

The City Council of the City of Santa Paula hereby resolves:

SECTION 1: Recitals.

A. On or about February 26, 2015, the City of Santa Paula ("City") and Limoneira Company entered into an Amended and Restated Development Agreement ("Original Development Agreement") for developing the area commonly known as "East Area 1" for a mixed-use planned community ("Project") on real property shown in Tract Map No. 5854 recorded in the Official Records of Ventura County ("Official Records") on December 28, 2017, as Document No. 20171220000164292-0 ("Property").

B. The Original Development Agreement was later assigned to and assumed by master developer Limoneira Lewis Community Builders LLC ("LLCB").

C. The Original Development Agreement has been amended four times and is referred to hereafter as the "Development Agreement".

D. In April 2024, Lennar Homes of California, LLC ("Lennar") purchased Tract No. 6001 of East Area 1 from LLCB, and in connection therewith, entered a Partial Assignment of the Development Agreement with LLCB ("Assignment"), recorded in the Official Records on April 30, 2024, as Document No. 2024000024959.

E. Pursuant to the Assignment and the Subdivision Improvement Agreement for Tract Map No. 6001 entered between Lennar and the City, recorded in the Official Records on September 3, 2024 as Document No. 2024000058930, Lennar must construct the following public improvements for water service to Tract No. 6001:

    a. Public Water and Sewer System for Tract 6001
    b. Booster Pump Station
    c. Two 750-gallon Tanks ("Upper Tanks")
    d. Upper Tanks Grading

F. The term "330 Zone Water Improvements" will mean all of the public improvements in Recital E except the Sewer System.

G. A City Public Works letter dated February 7, 2024, regarding "East Area 1 Water Facilities Delivery - Tract 6001", requires the Booster Pump Station and the Upper Tanks to be “substantially completed” by the 1000th certificate of occupancy in East Area 1 or before the first occupancy in Tract No. 6001 (also known as the Foothill Neighborhood), whichever is earlier. To be "substantially completed" means "the facilities are functional and can be utilized."

H. The letter also provides: "Facilities do not have to be finally accepted by the City to be in compliance with this delivery schedule and can be on temporary power or rental generators to be in compliance with this delivery schedule."

I. LLCB has completed a portion of an 8-inch 330 Zone pipeline in Harvest Loop (“Harvest Loop Pipeline”).

J. The purpose of this Resolution is to grant authority to the Public Works Director to accept the 330 Zone Water Improvements in two sequential stages (operational acceptance and later final acceptance), allowing for efficient and timely development of Tract 6001. The Resolution also accepts the Harvest Loop Pipeline.

K. Authorization for the Public Works Director to accept the improvements as set forth in this Resolution is in the City’s interest, as it will allow for home occupancies to begin in the Foothill Neighborhood sooner and for a major water storage and distribution system for Harvest residents to be operational faster.

SECTION 2: The recitals set forth above are true and correct.

SECTION 3: *Operational Acceptance of 330 Zone Water Improvements*. The Public Works Director is authorized to accept the 330 Zone Water Improvements for the limited purposes of daily operation and maintenance upon completion of the following items:

1. Final sanitation of the Upper Tanks in accordance with Department of Drinking Water (DDW) guidelines.

2. Issuance of a DDW permit.

3. Commissioned and fully functional telemetry, camera and SCADA system, including connection of the Upper Tanks and Booster Pump Station to the City SCADA system .

4. Installation, pressure-testing, and chlorination of all water mains.

5. All service laterals.

6. All fire hydrants.

7. Water meter boxes for all services except those indicated as agreed to by the Public Works Director.

8. Raising of valves in all paved areas.

9. All valves turned to confirm operational and open.

10. Booster Pump Station with permanent power.

11. Operations and Maintenance (O&M) manual for Booster Pump Station.

12. Fire flow testing of all fire hydrants to confirm system capacity.

13. Road to the Upper Tanks with all-weather access as determined by the City Engineer for operational acceptance, with final paving to be completed no later than May 29.

14. Temporary 8-foot fencing and gate in place to secure the Upper Tanks site and Booster Pump Station.

15. Lighting at Upper Tanks site for security.

16. Recording of a Grant Deed from LLCB to City conveying fee title interest to the Upper Tanks site and, prior to recordation, staking out of the site for monumentation.

17. Recording of an Access Road and Pipeline Easement Deed from LLCB to City to access the Upper Tanks site and, prior to recordation, staking out of the easement area for monumentation.

18. Agreement between Lennar and City establishing their respective rights and responsibilities upon the City's limited assumption of operation and maintenance of the 330 Zone Water Improvements, prior to final acceptance.

19. Anything that is not required for final acceptance but that is required for operational acceptance, as determined by the Public Works Director.

20. Items added required for operational acceptance shall be provided in writing by the Public Works Director in a reasonable time frame to allow Lennar to take all reasonable steps to complete with expedience.

SECTION 4: *Final Acceptance of Improvements.* After completion of the items required for operational acceptance described in Section 3, the Public Works Director is authorized to approve final acceptance of the 330 Zone Water Improvements upon completion of the following items:

1. LLCB and Lennar to file a Notice of Completion with the Ventura County Recorder's Office for each of their respective improvements within 15 calendar days of City's final inspection sign-off, and providing a copy of the notice to the Public Works Department after its recording.

2. One-year warranty security from Lennar in an amount equal to 10% of the value of the 330 Zone Water Improvements (excluding the sewer system) to be posted with City upon final acceptance.

3. Three-month warranty security from LLCB in an amount equal to 10% of the cost estimate used to build the Harvest Loop Pipeline to be posted with City upon final acceptance.

4. Completion of all construction activities, testing, and close-out requirements as outlined in the final contract documents and specifications, including but not limited to permanent fencing and gates at the Upper Tank/Booster Pump Station and Lower Tanks Site, accepted record drawings, site cleanup, and completion of all punch-list items.

SECTION 5: *Acceptance of Fee Ownership and Easement.* To effectuate operational acceptance of the Upper Tanks and Booster Pump Station as described in Section 3, the City Council authorizes the City Manager to sign and record the following deeds, and all documents necessary to consummate acceptance of the interests therein:

1. A grant deed from LLCB to City conveying fee title interest to the Upper Tanks parcel, in a form approved by the City Attorney.

2. An easement deed from LLCB to City for access to the Upper Tanks parcel and to install and maintain city-owned waterline, electrical conduits, and communications conduits, in a form approved by the City Attorney.

SECTION 6: *Acceptance of a Portion of Harvest Loop Pipeline.* The Public Works Director is authorized to accept the Harvest Loop Pipeline completed by LLCB upon LLCB's satisfaction of Items 1 and 3 in Section 4.

SECTION 7: The Public Works Director is authorized to accept the one-year warranty security from Lennar listed as Item 2 in Section 4. The Public Works Director is authorized to exonerate said warranty security at the end of the required warranty period.

PASSED AND ADOPTED by the City Council of the City of Santa Paula this ___ day of April, 2026.

_____
Carlos Juarez, Mayor

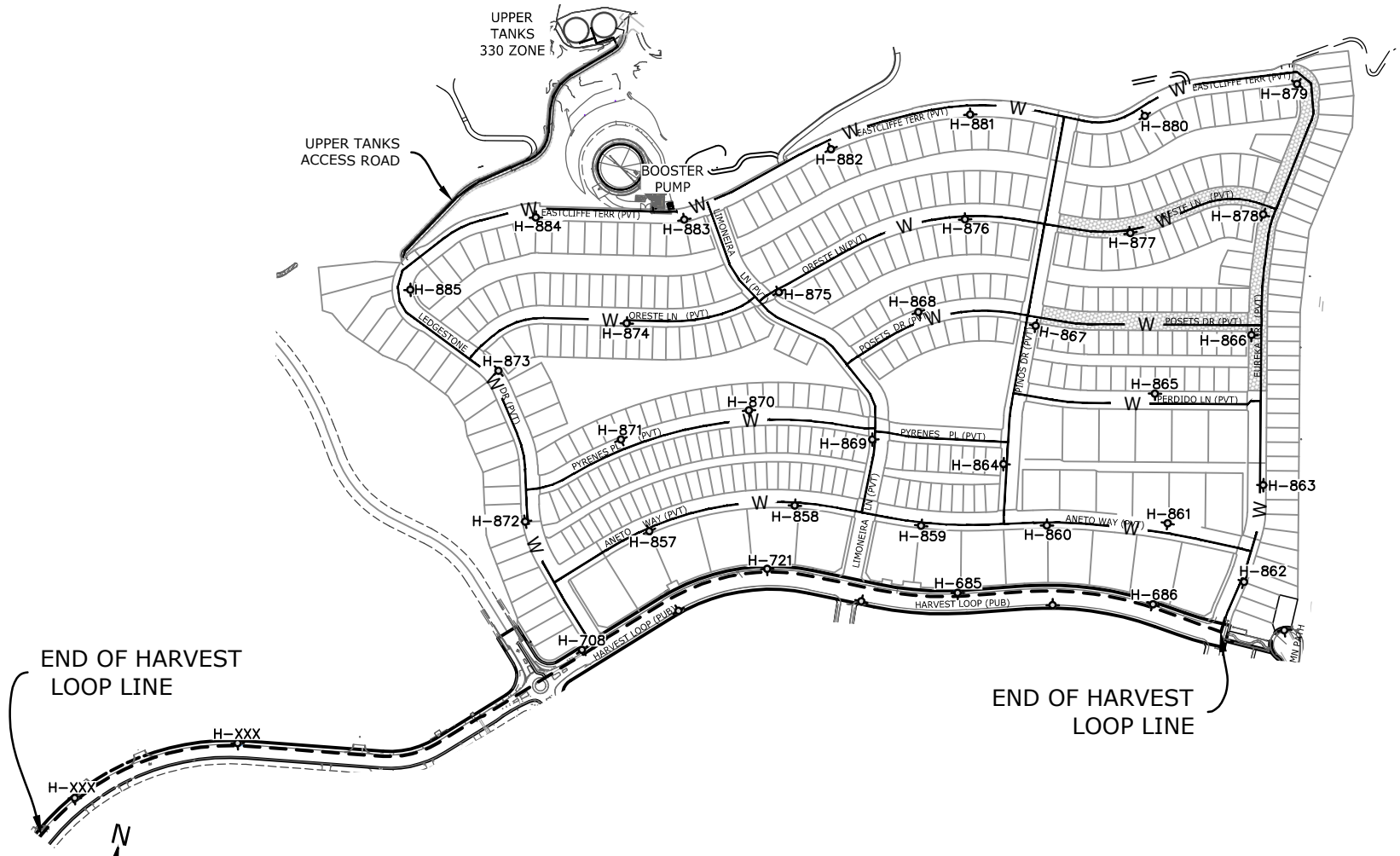
ATTEST:

_____
Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

ATTACHMENT B



LEGEND

STREETS TO BE PAVED PRIOR TO FINAL ACCEPTANCE

FIRE HYDRANT (H-###)

W — 330 ZONE WATER

330 ZONE WATER PIPE IN HARVEST LOOP

SCALE: 1"=500'

0 500 1000

ECG Encompass Consultant Group

03/26/2026

FOOTHILL NEIGHBORHOOD
HARVEST AT LIMONEIRA
330 ZONE WATER SYSTEM EXHIBIT
SANTA PAULA, CALIFORNIA

N:\projects\0242\foothill neighborhood\engineering\acad\exhibits\0242_foothill_water_zones_updates_bw_mm.dwg

ATTACHMENT C

CITY OF SANTA PAULA
PUBLIC WORKS LAND DEVELOPMENT SERVICES
970 E. Ventura Street
Santa Paula, California 93060

February 7, 2024

David Lauletta
Limoniera Lewis Community Builders

VIA EMAIL to david.lauletta@lewismc.com

Subject: East Area 1 Water Facilities Delivery – Tract 6001

Dear David,

This letter is to clarify and document the agreed schedule of delivery to the City of Santa Paula for water facilities and related improvements in East Area 1 and specifically as relates to the development and occupancy of Tract 6001. Tract 6001 is owned by Lewis Limoneira Community Builders and is currently approved for 554 housing units in the Harvest at Limoneira Specific Plan Area II, also known as the Foothill Neighborhood.

The updated Water Master Plan dated December 23, 2023 for East Area 1 describes certain water facilities to service the 200 and 330 pressure zones in Tract 6001. The major water facilities in addition to piping, equipment, and related improvements for water service to Tract 6001 include a three-million-gallon water tank (200 zone), Wells No. 6 and 7, two 756,000-gallon tanks (330 zone), and booster pump (connecting 200 zone to 330 zone nx is required for operation of the two 756,000-gallon tanks).

The following schedule of delivery milestones are mutually agreed upon for these major water improvements:

Major Water Facility	Current Status	Delivery Milestone
Three-million-gallon water tank (200 zone)	Not connected to the City water system. The tank and tank site are constructed.	Pipeline connection to be constructed in Limoneira Lane with Tract 6001 backbone improvements and for "substantial completion" prior to 1st occupancy for Tract 6001.
Well No. 6	Not connected to the City water system. The down well, well head and well site are constructed.	Pipeline connection via Autumn Path Lane through Tract 5989 existing water system to be completed prior to 1st occupancy for Tract 6001.
Well No. 7	The down well is drilled and the well site and well head designs are nearing completion.	Shall be "Substantially completed" by the 1,000th certificate of occupancy in the East Area 1 Project[1].

Major Water Facility	Current Status	Delivery Milestone
Two 756,000 gallon tanks (Portion of 330 zone)	Tank site and tanks design are nearing completion. LLCB is considering reducing the size of the tanks. City does not require oversizing. Water analysis and design for Tract 6001 requires completion of 330-zone for water supply.	Shall be "Substantially completed" by the 1,000th certificate of occupancy in the East Area 1 Project[1] or prior to 1st occupancy in Tract 6001, whichever occurs first.
Booster pump (Portion of 330 Zone connecting to 200 zone for delivery)	Design complete & coordinating final approval. Water analysis and design for Tract 6001 requires completion of 330-zone for water supply.	Shall be "Substantially completed" by the 1,000th certificate of occupancy in the East Area 1 Project[1] or prior to 1st occupancy in Tract 6001, whichever occurs first.

[1]Per East Area 1 First Amended Restated Development Agreement Section 3.2.1

"Substantially completed" means the facilities are functional and can be utilized. Facilities do not have to be finally accepted by the City and can be on temporary power or rental generators to be in compliance with this delivery schedule.

This delivery schedule is intended to fully comply with all requirements set forth in the East Area 1 First Amended Restated Development Agreement, as amended, and the Tract 6001 project conditions of approval and shall not be construed to modify the terms or intent of said documents in any way.

Respectfully,

Clete Saunier
Public Works Director
csaunier@spcity.org

Cc: James Mason, Community & Economic Development Director
Bob Woodward, City Engineer
Roxanne Hughes, Deputy City Engineer – Land Development
Frank Almazan, Water Operations Superintendent

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Greg Barnes, Parks and Recreation Director

Subject: MOU WITH THE SANTA PAULA CHAMBER OF COMMERCE AND THE OPTIMIST CLUB OF SANTA PAULA FOR COMMUNITY EVENT SUPPORT

Date: April 1, 2026

Agenda Item: 12.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Memorandum of Understanding with the Santa Paula Chamber of Commerce for Cruise Night.

2. Authorize the City Manager to execute a Memorandum of Understanding with the Optimist Club of Santa Paula for both the Labor Day Parade and the Holiday Christmas Parade.

Presented by: Greg Barnes, Parks and Recreation Director

BACKGROUND:

The City of Santa Paula has a long-standing tradition of supporting community events that celebrate the City's history, culture, and civic pride. Among the most recognized of these events are Cruise Night, the Labor Day Parade, and the Holiday Christmas Parade. These events have been community traditions for many years and attract residents, visitors, local businesses, and community organizations.

Historically, these events have been organized through collaborative efforts between the City and local community partners and volunteer organizations. Cruise Night will be organized and managed by the Santa Paula Chamber of Commerce, while the Labor Day Parade and the Holiday Christmas Parade will be organized and managed by the Optimist Club of Santa Paula. Each organization plays an important role in coordinating volunteers, sponsors, and event programming that contribute to the success of these longstanding community traditions.

In order to provide greater clarity regarding roles, responsibilities, and expectations for the planning and implementation of these events, the City is proposing the development of Memorandums of Understanding (MOUs) with the respective organizing partners. The MOUs would formalize the partnerships and outline the responsibilities of each party related to event planning, operations, and City services.

Establishing formal agreements will help ensure the continued success and long-term sustainability of these historic community events while maintaining the collaborative relationships between the City and community partners that have made them successful. The agreements will also provide a clear framework for coordination of event logistics, resource allocation, and public safety planning.

Cruise Night, the Labor Day Parade, and the Holiday Christmas Parade remain important community traditions that foster civic pride, support local businesses, and bring residents together to celebrate the unique character of Santa Paula. The proposed MOUs will help ensure these events continue to be successfully organized and supported for years to come.

ANALYSIS:

The proposed Memorandums of Understanding (MOUs) are intended to formalize the roles and responsibilities between the City of Santa Paula and the community organizations responsible for organizing three long-standing community events: Cruise Night, the Labor Day Parade, and the Holiday Christmas Parade. Under the proposed structure, Cruise Night will be organized and managed by the Santa Paula Chamber of Commerce, while the Labor Day Parade and the Holiday Christmas Parade will be organized and managed by the Optimist Club of Santa Paula.

Under the terms of the proposed agreements, the organizing organizations will be responsible for the planning, coordination, and operational aspects of their respective events. Cruise Night will be held on the first Friday of each month during May, June, August, September, and October. The Labor Day Parade will be held annually in September, and the Holiday Christmas Parade will be held annually in November/December. Organizers' responsibilities include securing sponsorships, coordinating entertainment and vendors, managing volunteer support, and covering event-related expenses such as portable restrooms, staging, entertainment, promotional materials, and other event programming costs.

The City will continue to provide municipal support services necessary for the safe and successful operation of the events. These services typically include street closures, traffic control, police services, public works support, event permitting, and other related City services. These services represent the City’s primary contribution toward the events and are consistent with the support the City has historically provided for community events of this nature.

In order to help offset a portion of the City’s service costs, the proposed MOUs include a revenue-sharing provision in which the organizing entity will remit fifty percent (50%) of all event-generated revenue to the City, up to full reimbursement of the City's actual service costs. Event revenue may include sponsorships, vendor fees, merchandise sales, or other event-related income. For Cruise Night, revenues subject to sharing include gross sponsorship revenues and net t-shirt revenues. For the Labor Day Parade and the Holiday Christmas Parade, revenues subject to sharing include all gross event revenues. Once the City has been fully reimbursed for its service costs, the organizing entity retains all remaining revenue. This cost-sharing approach allows the City to continue supporting these important community events while also recovering a portion of the municipal resources required to facilitate them.

Overall, the proposed agreements establish a balanced partnership model in which

community organizations take the lead in organizing and programming the events while the City provides necessary municipal services and oversight. The revenue-sharing component helps offset City costs while ensuring that these long-standing community events remain financially sustainable and continue to benefit the community.

STRATEGIC PLAN:

While the proposed action does not directly implement a specific City Council Strategic Goal, it supports and enhances Goal B4 – Marketing. Goal B4 emphasizes working collaboratively with community partners to invest in the marketing of Santa Paula in order to promote the City and increase overall economic vitality.

This item advances that objective by fostering partnerships and contributing to coordinated efforts that elevate Santa Paula's visibility, attract visitors, and support local businesses. Through these collaborative marketing efforts, the City continues to strengthen its economic development initiatives and reinforce its identity as a vibrant and welcoming community.

FISCAL IMPACTS:

Based on prior year actual expenditures, the estimated cost for City services associated with these events is as follows: Cruise Night – $20,180; Holiday Christmas Parade – $7,508; and Labor Day Parade – $6,226, for a total estimated cost of $33,914. The City of Santa Paula would initially be responsible for covering these service-related costs, which include staffing, public safety, traffic control, and other municipal support services.

Pursuant to the proposed Memoranda of Understanding (MOUs), the City will be eligible for reimbursement from each partnering organization based on event performance. Specifically, each organization will remit 50% of gross event revenue, including sponsorships and other event-generated income, to the City to help offset municipal service costs. While the extent of cost recovery will vary depending on the success of each event, this cost-sharing structure is intended to reduce the overall fiscal impact to the City while supporting the continuation of community events.

To date, the Santa Paula Chamber of Commerce has secured $15,500 in sponsorships for the upcoming Cruise Night season. This early fundraising effort demonstrates a strong level of community and business support and will contribute toward offsetting the City's service-related costs through the agreed-upon revenue-sharing model.

OPTIONS:

City Council has the additional following options:

1. Do not approve the MOUs.

2. Provide additional direction to staff.

ATTACHMENTS:

EXHIBIT A: Santa Paula Chamber MOU Cruise Night
EXHIBIT B: Holiday Christmas Parade MOU with Optimist Club
EXHIBIT C: Labor Day Parade MOU with Optimist Club

EXHIBIT A

MOU with Santa Paula Chamber of Commerce for Cruise Night

CRUISE NIGHT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on April 1st, 2026 by and between the **City of Santa Paula**, a municipal corporation organized under the laws of the State of California ("City"), and the **Santa Paula Chamber of Commerce**, a California nonprofit organization ("Chamber"). The City and the Chamber may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this MOU is to define the roles, responsibilities, and obligations of the City and the Chamber regarding the planning, organization, and execution of the **Santa Paula Cruise Night** events ("Event"), to be held on a monthly basis during the months of May, June, August, September, and October.

2. TERM

This MOU shall be effective on May 1, 2026, and shall remain in effect through October 31, 2031, unless terminated earlier in accordance with Section 11 of this MOU.

3. EVENT SCHEDULE

The Chamber shall organize and manage **five (5) Cruise Night events**, one event per month on the following dates from 5pm-7pm.

·First Friday of each month in May, June, August, September, and October.

Dates may change with mutual written agreement of the Parties.

4. RESPONSIBILITIES OF THE CHAMBER

The Chamber shall be responsible for the overall organization, coordination, and operational oversight of the Event, including but not limited to the following:

1. Event planning and management, including on-site coordination and oversight during each Cruise Night.
2. All costs and arrangements related to:
    a. Portable restroom rentals;
    b. Bands, musical entertainment, and related performance agreements; and
    c. Event merchandise, including t-shirt production, sales, and management.
3. Solicitation, management, and coordination of Event sponsorships.
4. Management of vendor participation (if applicable), including coordination, vendor selection, and vendor compliance with applicable law, rules, and requirements.

5. Staffing and volunteer coordination necessary to support Event operations.
6. Compliance with all applicable federal, state, and local laws, regulations, and ordinances related to its activities under this MOU.

The Chamber shall be solely responsible for payment of all costs and expenses associated with its obligations under this Section.

5. RESPONSIBILITIES OF THE CITY

The City shall provide municipal support services for the Event ("City Services"), including but not limited to the following, subject to availability, any required City Council approval, and applicable laws:

1. Processing and issuance of required City permits, including special event permits.
2. Waiver or coverage of City-related fees associated with the Event, including:
    - Special event permit fees
    - Encroachment permit fees
3. Coordination and implementation of street closures and traffic control measures.
4. Preparation and approval of traffic control and safety plans.
5. Provision of police services, including public safety and crowd control, as determined necessary by the City.
6. Coordination with applicable City departments to support Event operations.

Nothing in this MOU shall be construed as a guarantee of a specific level of City Services beyond those reasonably necessary and legally permissible.

6. SPONSORSHIP REVENUE SHARING

1. The Chamber shall collect and manage all sponsorship and t-shirt revenues generated in connection with the Event.
2. At the conclusion of the Cruise Night season, the Parties shall reconcile total **gross sponsorship revenues** and **net t-shirt revenues.**
3. Gross sponsorship revenues and net t-shirt revenues shall be split **fifty percent (50%) to the City up to full reimbursement of City Services and fifty percent (50%) to the Chamber**; the Chamber shall be allocated all gross sponsorship revenues and net t-shirt revenue over fifty percent (50%) once City has been reimbursed for all City Services provided.
4. Distribution of the City's share shall occur within **thirty (30) days** following the final Cruise Night event, accompanied by a written accounting of all Event revenues.

7. INSURANCE REQUIREMENTS

The Chamber shall procure and maintain, at its sole cost and expense, insurance coverage meeting City requirements, including but not limited to:

- Commercial General Liability insurance with limits acceptable to the City

- Automobile Liability insurance (if applicable)
- Workers' Compensation insurance as required by California law All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

The Chamber shall additionally ensure that all vendors it contracts with procure and maintain at all times during the Event insurance coverage that is customary for the vendor's trade in Ventura County, California. The Chamber shall not permit any vendor to participate in the Event until it receives proof of insurance compliant with the applicable requirements of this MOU.

All required insurance coverages shall contain or be endorsed to contain a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow the Chamber to waive its right of recovery prior to a loss. Chamber hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each vendor the Chamber contracts with.

The City, its officers, officials, employees, and volunteers shall be named as additional insured on applicable policies the Chamber is required to maintain under this MOU. The Chamber shall provide City with proof of insurance prior to the first day of the Event.

See EXHIBIT A: Insurance Requirements.

8. INDEMNIFICATION

A. Indemnification by the Chamber

To the fullest extent permitted by law, the Chamber shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses (including reasonable attorneys' fees), liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") arising out of or related to the acts or omissions of the Chamber, its officers, employees, volunteers, contractors (e.g. vendors), or agents in connection with the Event, except to the extent caused by the sole negligence or willful misconduct of the City.

The Chamber shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such Claims. Such reimbursement shall include payment for City's reasonable attorney's fees and costs, including expert witness fees. The Chamber shall reimburse City and its officials, employees, agents and volunteers, for reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Chamber's obligation to indemnify shall survive expiration or termination of this MOU, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

B. Indemnification by the City

To the fullest extent permitted by law, the City shall defend, indemnify, and hold harmless the Chamber from and against any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses (including reasonable attorneys' fees), liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death to the extent arising out of or related to the acts or omissions of the City, its officers, employees, volunteers, contractors, or agents in connection with the Event, except to the extent caused by the sole negligence or willful misconduct of the Chamber.

In the event that the either Party receives any notice, demand or other material information relating to a Claim, that Party shall provide written notice to the other Party, as soon as practicable after receipt thereof. Such notice shall include a copy of such notice, demand or information, or shall describe it with reasonable specificity, if it was not given in writing. The Parties shall reasonably cooperate with and provide reasonable assistance to one another in connection with the contest or defense of a Claim. It is expressly understood and agreed that the foregoing provisions shall survive the expiration or termination of this MOU.

9. NOTICES

All notices and other communications which are required or which may be given under the provisions of this MOU shall be in writing to the mailing or email addresses set forth below:

CHAMBER:	Santa Paula Chamber of Commerce P.O. Box 1 Santa Paula, Ca 93061 Attn: Board President Email: info@santapaulachamber.com
CITY:	City of Santa Paula P.O. Box 569 Santa Paula, Ca 93061 Attn: Parks & Recreation Director Email: gbarnes@spcity.org

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. NON-DISCRIMINATION

The Parties agree that no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this MOU on the basis of race, color, religion, immigration status, sex, gender identity, sexual orientation, age, national origin, disability, or any other characteristic protected by law.

11. GOVERNING LAW AND VENUE

This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of this MOU shall lie in the County of Ventura, California. If any provision of this MOU is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Should there be any breach under this MOU, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees and any other actual costs incurred as a result of any action or proceeding under this MOU.

12. TERMINATION

Either Party may terminate this MOU for any reason upon providing **thirty (30) days' written notice** to the other Party. In the event of termination, the Parties shall cooperate in good faith to ensure an orderly wind-down of Event activities and reconciliation of any outstanding sponsorship revenues.

13. AMENDMENTS

This MOU may be amended only by a written agreement signed by authorized representatives of both Parties.

14. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other provision. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

15. NO THIRD PARTY BENEFICIARIES

There are no intended thirdparty beneficiaries of any right or obligation assumed by the Parties**.**

16. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements, whether written or oral.

17. AUTHORITY

Each individual executing this MOU represents and warrants that he or she has full authority to bind the respective Party to the terms of this MOU.

18. COUNTERPARTS; ELECTRONIC SIGNATURES.

This MOU may be signed in counterparts, each of which shall constitute an original. The Parties agree that electronic signatures shall have the same force and effect as original signatures.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates set forth below.

CITY OF SANTA PAULA

By: _____

Name: _____

Title: City Manager

SANTA PAULA CHAMBER OF COMMERCE

By: _____

Name: _____

Title: Board President

EXHIBIT A

INSURANCE REQUIREMENTS

Insurance

Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

Professional Liability (Errors & Omissions) Professional Liability insurance or Errors & Omissions insurance appropriate to 'the Chamber's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the MOU and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial MOU and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this MOU.

Insurance Endorsements. Required insurance policies shall contain the following provisions, or Chamber shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the MOU. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of the Chamber; or (4) contain any other exclusions contrary to the terms or purposes of this MOU. For all policies of Commercial General Liability insurance, the Chamber shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written

notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Professional Liability (Errors & Omissions) (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this MOU. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

Evidence of Insurance. The Chamber, concurrently with the execution of the MOU, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Chamber shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

EXHIBIT B

MOU with Optimist Club of Santa Paula for the Holiday Christmas Parade

HOLIDAY CHRISTMAS PARADE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on April 1st, 2026 by and between the **City of Santa Paula**, a municipal corporation organized under the laws of the State of California ("City"), and the **Optimist Club of Santa Paula**, a California nonprofit organization ("Club"). The City and the Club may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this MOU is to define the roles, responsibilities, and obligations of the City and the Club regarding the planning, organization, and execution of the **Santa Paula Holiday Christmas Parade** event ("Event"), to be held annually in September of each year.

2. TERM

This MOU shall be effective on May 1, 2026, and shall remain in effect through December 31, 2031, unless terminated earlier in accordance with Section 11 of this MOU.

3. EVENT SCHEDULE

The Club shall organize and manage the Holiday Christmas Parade held annually in December of each year.

4. RESPONSIBILITIES OF THE OPTIMIST CLUB

The Club shall be responsible for the overall organization, coordination, and operational oversight of the Event, including but not limited to the following:

1. Event planning and management, including on-site coordination and oversight during the Holiday Christmas Parade.
2. All costs and arrangements related to:
    a. Portable restroom rentals;
    b. Stage and professional sound rentals;
    c. Event awards;
    d. Bands, musical entertainment, and related performance agreements; and
    e. Event merchandise, including t-shirt production, sales, and management.
3. Solicitation, management, and coordination of Event sponsorships.
4. Management of vendor participation (if applicable), including coordination, vendor selection, and vendor compliance with applicable law, rules, and requirements.
5. Staffing and volunteer coordination necessary to support Event operations.
6. Compliance with all applicable federal, state, and local laws, regulations, and ordinances related to its activities under this MOU.

The Club shall be solely responsible for payment of all costs and expenses associated with its obligations under this Section.

5. RESPONSIBILITIES OF THE CITY

The City shall provide municipal support services for the Event ("City Services"), including but not limited to the following, subject to availability, any required City Council approval, and applicable laws:

1. Processing and issuance of required City permits, including special event permits.
2. Waiver or coverage of City-related fees associated with the Event, including:
    - Special event permit fees
    - Encroachment permit fees
3. Coordination and implementation of street closures and traffic control measures.
4. Preparation and approval of traffic control and safety plans.
5. Provision of police services, including public safety and crowd control, as determined necessary by the City.
6. Coordination with applicable City departments to support Event operations.

Nothing in this MOU shall be construed as a guarantee of a specific level of City Services beyond those reasonably necessary and legally permissible.

6. SPONSORSHIP REVENUE SHARING

1. The Club shall collect and manage all sponsorship and t-shirt revenues generated in connection with the Event.
2. At the conclusion of the Holiday Christmas Parade, the Parties shall reconcile total **gross revenues.**
3. Gross revenues shall be split **fifty percent (50%) to the City up to full reimbursement of City Services and fifty percent (50%) to the Club**; the Club shall be allocated all gross revenues over fifty percent (50%) once City has been reimbursed for all City Services provided.
4. Distribution of the City's share shall occur within **thirty (30) days** following the Holiday Christmas Parade each year, accompanied by a written accounting of all Event revenues.

7. INSURANCE REQUIREMENTS

The Club shall procure and maintain, at its sole cost and expense, insurance coverage meeting City requirements, including but not limited to:

- Commercial General Liability insurance with limits acceptable to the City
- Automobile Liability insurance (if applicable)
- Workers' Compensation insurance as required by California law

All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its

officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

The Club shall additionally ensure that all vendors it contracts with procure and maintain at all times during the Event insurance coverage that is customary for the vendor's trade in Ventura County, California. The Club shall not permit any vendor to participate in the Event until it receives proof of insurance compliant with the applicable requirements of this MOU.

All required insurance coverages shall contain or be endorsed to contain a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow the Club to waive its right of recovery prior to a loss. Club hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each vendor the Club contracts with.

The City, its officers, officials, employees, and volunteers shall be named as **additional insured** on applicable policies the Club is required to maintain under this MOU. The Club shall provide City with proof of insurance prior to the first day of the Event.

See EXHIBIT A: Insurance Requirements.

8. INDEMNIFICATION

A. Indemnification by the Club

To the fullest extent permitted by law, the Club shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses (including reasonable attorneys' fees), liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") arising out of or related to the acts or omissions of the Club, its officers, employees, volunteers, contractors (e.g. vendors), or agents in connection with the Event, except to the extent caused by the sole negligence or willful misconduct of the City.

The Club shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such Claims. Such reimbursement shall include payment for City's reasonable attorney's fees and costs, including expert witness fees. The Club shall reimburse City and its officials, employees, agents and volunteers, for reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Club's obligation to indemnify shall survive expiration or termination of this MOU, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

B. Indemnification by the City

To the fullest extent permitted by law, the City shall defend, indemnify, and hold harmless the Club from and against any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses (including reasonable attorneys' fees), liability, judgments, awards, decrees,

settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death to the extent arising out of or related to the acts or omissions of the City, its officers, employees, volunteers, contractors, or agents in connection with the Event, except to the extent caused by the sole negligence or willful misconduct of the Club.

In the event that the either Party receives any notice, demand or other material information relating to a Claim, that Party shall provide written notice to the other Party, as soon as practicable after receipt thereof. Such notice shall include a copy of such notice, demand or information, or shall describe it with reasonable specificity, if it was not given in writing. The Parties shall reasonably cooperate with and provide reasonable assistance to one another in connection with the contest or defense of a Claim. It is expressly understood and agreed that the foregoing provisions shall survive the expiration or termination of this MOU.

9. NOTICES

All notices and other communications which are required or which may be given under the provisions of this MOU shall be in writing to the mailing or email addresses set forth below:

CHAMBER:	Optimist Club of Santa Paula PO BOX 507 Santa Paula, CA 93061 Attn: Ron Merson ronmerson@hotmail.com
CITY:	City of Santa Paula PO Box 569 Santa Paula, Ca. 93061-0569 Attn: Parks & Recreation Director Email: gbarnes@spcity.org

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. NON-DISCRIMINATION

The Parties agree that no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this MOU on the basis of race, color, religion, immigration status, sex, gender identity, sexual orientation, age, national origin, disability, or any other characteristic protected by law.

11. GOVERNING LAW AND VENUE

This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of this MOU shall lie in the County of Ventura,

California. If any provision of this MOU is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Should there be any breach under this MOU, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees and any other actual costs incurred as a result of any action or proceeding under this MOU.

12. TERMINATION

Either Party may terminate this MOU for any reason upon providing **thirty (30) days' written notice** to the other Party. In the event of termination, the Parties shall cooperate in good faith to ensure an orderly wind-down of Event activities and reconciliation of any outstanding sponsorship revenues.

13. AMENDMENTS

This MOU may be amended only by a written agreement signed by authorized representatives of both Parties.

14. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other provision. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

15. NO THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of any right or obligation assumed by the Parties**.**

16. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements, whether written or oral.

17. AUTHORITY

Each individual executing this MOU represents and warrants that he or she has full authority to bind the respective Party to the terms of this MOU.

18. COUNTERPARTS; ELECTRONIC SIGNATURES.

This MOU may be signed in counterparts, each of which shall constitute an original. The Parties agree that electronic signatures shall have the same force and effect as original signatures.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates set forth below.

CITY OF SANTA PAULA

By: _____

Name: _____

Title: City Manager

OPTIMIST CLUB OF SANTA PAULA

By: _____

Name: _____

Title: Board President

EXHIBIT A

INSURANCE REQUIREMENTS

Insurance

Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

Professional Liability (Errors & Omissions) Professional Liability insurance or Errors & Omissions insurance appropriate to the Club's 'profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the MOU and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial MOU and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this MOU.

Insurance Endorsements. Required insurance policies shall contain the following provisions, or the Club shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the MOU. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of the Club; or (4) contain any other exclusions contrary to the terms or purposes of this MOU. For all policies of Commercial General Liability insurance, the Club shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Professional Liability (Errors & Omissions) (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this MOU. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

Evidence of Insurance. The Club, concurrently with the execution of the MOU, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, the Club shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

EXHIBIT C

MOU with Optimist Club of Santa Paula for the Labor Day Parade

LABOR DAY PARADE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on April 1st, 2026 by and between the **City of Santa Paula**, a municipal corporation organized under the laws of the State of California ("City"), and the **Optimist Club of Santa Paula**, a California nonprofit organization ("Club"). The City and the Club may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this MOU is to define the roles, responsibilities, and obligations of the City and the Club regarding the planning, organization, and execution of the **Santa Paula Labor Day Parade** event ("Event"), to be held annually in September of each year.

2. TERM

This MOU shall be effective on May 1, 2026, and shall remain in effect through September 30, 2031, unless terminated earlier in accordance with Section 11 of this MOU.

3. EVENT SCHEDULE

The Club shall organize and manage the Labor Day Parade held annually in September of each year.

4. RESPONSIBILITIES OF THE OPTIMIST CLUB

The Club shall be responsible for the overall organization, coordination, and operational oversight of the Event, including but not limited to the following:

1. Event planning and management, including on-site coordination and oversight during the Labor Day Parade.
2. All costs and arrangements related to:
    a. Portable restroom rentals;
    b. Stage and professional sound rentals;
    c. Event awards;
    d. Bands, musical entertainment, and related performance agreements; and
    e. Event merchandise, including t-shirt production, sales, and management.
3. Solicitation, management, and coordination of Event sponsorships.
4. Management of vendor participation (if applicable), including coordination, vendor selection, and vendor compliance with applicable law, rules, and requirements.
5. Staffing and volunteer coordination necessary to support Event operations.
6. Compliance with all applicable federal, state, and local laws, regulations, and ordinances related to its activities under this MOU.

The Club shall be solely responsible for payment of all costs and expenses associated with its obligations under this Section.

5. RESPONSIBILITIES OF THE CITY

The City shall provide municipal support services for the Event ("City Services"), including but not limited to the following, subject to availability, any required City Council approval, and applicable laws:

1. Processing and issuance of required City permits, including special event permits.
2. Waiver or coverage of City-related fees associated with the Event, including:
    - Special event permit fees
    - Encroachment permit fees
3. Coordination and implementation of street closures and traffic control measures.
4. Preparation and approval of traffic control and safety plans.
5. Provision of police services, including public safety and crowd control, as determined necessary by the City.
6. Coordination with applicable City departments to support Event operations.

Nothing in this MOU shall be construed as a guarantee of a specific level of City Services beyond those reasonably necessary and legally permissible.

6. SPONSORSHIP REVENUE SHARING

1. The Club shall collect and manage all sponsorship and t-shirt revenues generated in connection with the Event.
2. At the conclusion of the Labor Day Parade, the Parties shall reconcile total **gross revenues.**
3. Gross revenues shall be split **fifty percent (50%) to the City up to full reimbursement of City Services and fifty percent (50%) to the Club**; the Club shall be allocated all gross revenues over fifty percent (50%) once City has been reimbursed for all City Services provided.
4. Distribution of the City's share shall occur within **thirty (30) days** following the Labor Day Parade each year, accompanied by a written accounting of all Event revenues.

7. INSURANCE REQUIREMENTS

The Club shall procure and maintain, at its sole cost and expense, insurance coverage meeting City requirements, including but not limited to:

- Commercial General Liability insurance with limits acceptable to the City
- Automobile Liability insurance (if applicable)
- Workers' Compensation insurance as required by California law.

All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its

officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

The Club shall additionally ensure that all vendors it contracts with procure and maintain at all times during the Event insurance coverage that is customary for the vendor's trade in Ventura County, California. The Club shall not permit any vendor to participate in the Event until it receives proof of insurance compliant with the applicable requirements of this MOU.

All required insurance coverages shall contain or be endorsed to contain a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow the Club to waive its right of recovery prior to a loss. Club hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each vendor the Club contracts with.

The City, its officers, officials, employees, and volunteers shall be named as additional insured on applicable policies the Club is required to maintain under this MOU. The Club shall provide City with proof of insurance prior to the first day of the Event.

See EXHIBIT A: Insurance Requirements.

8. INDEMNIFICATION

A. Indemnification by the Club

To the fullest extent permitted by law, the Club shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses (including reasonable attorneys' fees), liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") arising out of or related to the acts or omissions of the Club, its officers, employees, volunteers, contractors (e.g. vendors), or agents in connection with the Event, except to the extent caused by the sole negligence or willful misconduct of the City.

The Club shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such Claims. Such reimbursement shall include payment for City's reasonable attorney's fees and costs, including expert witness fees. The Club shall reimburse City and its officials, employees, agents and volunteers, for reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Club's obligation to indemnify shall survive expiration or termination of this MOU, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

B. Indemnification by the City

To the fullest extent permitted by law, the City shall defend, indemnify, and hold harmless the Club from and against any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses (including reasonable attorneys' fees), liability, judgments, awards, decrees,

settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death to the extent arising out of or related to the acts or omissions of the City, its officers, employees, volunteers, contractors, or agents in connection with the Event, except to the extent caused by the sole negligence or willful misconduct of the Club.

In the event that the either Party receives any notice, demand or other material information relating to a Claim, that Party shall provide written notice to the other Party, as soon as practicable after receipt thereof. Such notice shall include a copy of such notice, demand or information, or shall describe it with reasonable specificity, if it was not given in writing. The Parties shall reasonably cooperate with and provide reasonable assistance to one another in connection with the contest or defense of a Claim. It is expressly understood and agreed that the foregoing provisions shall survive the expiration or termination of this MOU.

9. NOTICES

All notices and other communications which are required or which may be given under the provisions of this MOU shall be in writing to the mailing or email addresses set forth below:

CHAMBER:	Optimist Club of Santa Paula PO BOX 507 Santa Paula, CA 93061 Attn: Ron Merson ronmerson@hotmail.com
CITY:	City of Santa Paula PO Box 569 Santa Paula, Ca. 93061-0569 Attn: Parks & Recreation Director Email: gbarnes@spcity.org

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. NON-DISCRIMINATION

The Parties agree that no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this MOU on the basis of race, color, religion, immigration status, sex, gender identity, sexual orientation, age, national origin, disability, or any other characteristic protected by law.

11. GOVERNING LAW AND VENUE

This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of this MOU shall lie in the County of Ventura,

California. If any provision of this MOU is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Should there be any breach under this MOU, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees and any other actual costs incurred as a result of any action or proceeding under this MOU.

12. TERMINATION

Either Party may terminate this MOU for any reason upon providing **thirty (30) days' written notice** to the other Party. In the event of termination, the Parties shall cooperate in good faith to ensure an orderly wind-down of Event activities and reconciliation of any outstanding sponsorship revenues.

13. AMENDMENTS

This MOU may be amended only by a written agreement signed by authorized representatives of both Parties.

14. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other provision. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

15. NO THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of any right or obligation assumed by the Parties**.**

16. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements, whether written or oral.

17. AUTHORITY

Each individual executing this MOU represents and warrants that he or she has full authority to bind the respective Party to the terms of this MOU.

18. COUNTERPARTS; ELECTRONIC SIGNATURES.

This MOU may be signed in counterparts, each of which shall constitute an original. The Parties agree that electronic signatures shall have the same force and effect as original signatures.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates set forth below.

CITY OF SANTA PAULA

By _____

Name: _____

Title: City Manager

OPTIMIST CLUB OF SANTA PAULA

By: _____

Name: _____

Title: Board President

EXHIBIT A

INSURANCE REQUIREMENTS

Insurance

Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

Professional Liability (Errors & Omissions) Professional Liability insurance or Errors & Omissions insurance appropriate to 'the Club's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the MOU and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial MOU and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this MOU.

Insurance Endorsements. Required insurance policies shall contain the following provisions, or the Club shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the MOU. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of the Club; or (4) contain any other exclusions contrary to the terms or purposes of this MOU. For all policies of Commercial General Liability insurance, the Club shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written

notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Professional Liability (Errors & Omissions) (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this MOU. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

Evidence of Insurance. The Club, concurrently with the execution of the MOU, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Club shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: April 1, 2026

Agenda Item: 13.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

Should a member of the City Council wish to introduce a future agenda topic, it should be done in compliance with the Council's adopted Manual of Procedural Guidelines, Section 5.1. Items introduced by a member of the Council during a Council meeting requires a second and should be reserved for time-sensitive matters needing attention within the proceeding 45 day period.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

04.15.2026_Future_Agenda_Items_lm.pdf

Santa Paula City Council Tentative Agenda Schedule

	Special Meeting April 6th - 6:30pm	
Admin	Discussion on Cannabis Ballot Measure	
	Regular Meeting April 15th – 6:30pm	
Admin	Interface Children & Family Services Presentations	
Admin	Arts, Culture & Creativity Month Proclamation	
Admin	SP AYSO Recognition Soccer Champ at Western State Tournament	
Admin	National Fair Housing Month Proclamation	
P&R	Arbor Day Proclamation	
CDD	Athens Rate Adjustment Request	
PD	2025 Military Equipment Hearing	
	Regular Meeting Tuesday, May 5th - 6:30pm	
P&R	Older American Month Proclamation	
P&R	Senior Master Plan Update	
Admin	City Manager Department Report	
PW	PMP Award of Contract	
CDD	REC License Agreement	
P&R	Union Oil Building Roof Replacement Award	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	2nd Qtr.
Admin	Employee Engagement Survey	2nd Qtr.
Finance	Development Impact Fees (DIF)*	2nd Qtr.
CDD	Use of Triangle Property on Housing	TBD
CDD	Mobile Home Rent Control Ordinance Workshop	April
PD & Legal	Electric Bike/Scooter Ordinance Options	2nd Qtr.
CDD/PW	Impacts of Local Growth	2nd Qtr.
	FUTURE AGENDA ITEMS	
CDD	Central Business District Live Entertainment Ord 1339	TBD
Legal	Fire MOU Amendment for Station 26	TBD
CDD	Downtown Vacancies Ordinance	1st Qtr.
CDD	Downtown Parking Inventory and Options*	TBD
PW	Water & Sewer Rate Study	2nd Qtr.
CDD	Gateway Shopping Center CUP	2nd Qtr.
CDD	Remnant Parcel Annexation	2nd Qtr.
PW	Plans and Specifications for Peck/Calpipe Street Improvement	
PW	Approve final design bike trail extension Telegraph Rd. Roundabout	
Admin	Grant Application Status Report	2nd Qtr.

Activities associated with the Council's Strategic Plan*

Updated 3/27/2026