City of Santa Paula

City Council Regular

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL REGULAR

WEDNESDAY, FEBRUARY 4, 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 WAYFINDING PRESENTATION

RECOMMENDATION:

Staff requests Council to file and receive a report on wayfinding and new brand kit.

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 **CEMEX LEASE AGREEMENT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to sign a 5-year agreement with Cemex Construction Materials Pacific, LLC to lease city property located at 1430 Santa Clara Avenue.

10.B **CHANDLER ASSET INVESTMENT SERVICES CONTRACT AMENDMENT**

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute an amendment to the contract with Chandler Asset Investment Services, extending the term to June 30, 2029 and increasing the not-to-exceed contract amount to $244,000.

10.C **SECOND READING AND ADOPTION OF ORDINANCE NO. 1351 APPROVING AMENDMENT NO. 4 TO THE DEVELOPMENT AGREEMENT (HARVEST AT LIMONEIRA)**

RECOMMENDATION:

Staff recommends the City Council:

Conduct the second reading of and adopt Ordinance No. 1351, finding that approving Amendment No. 4 to the Development Agreement will not result in new significant impacts or increase the severity of significant impacts addressed in the previously adopted Addendum No. 6 to the Final East Area 1 Environmental Impact Report (EIR) and Addendum No. 4 to the East Area 1 Specific Plan Supplemental EIR and approving Amendment No. 4 to the Development Agreement.

10.D **PLANS AND SPECIFICATIONS FOR THE PARK AND ORCHARD STREET WATER, SEWER AND PAVING PROJECT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize staff to make all budget adjustments necessary to complete CIP 9405 - Park and Orchard Street Water, Sewer and Paving Project .
2. Adopt Resolution No. 7601 approving the plans and specifications for the CIP 9405 - Park and Orchard Street Water, Sewer and Paving Project;
3. Authorize Staff to advertise for Project bids.

11. ACTION ITEMS

11.A **DISCUSSION OF URGENCY ORDINANCE TO REGULATE MOBILEHOME PARK RENT ADJUSTMENT APPLICATION FREQUENCY**

RECOMMENDATION:

Staff recommends the City Council:

1. Discuss whether to direct the City Attorney to prepare an urgency ordinance regulating the frequency of mobilehome park rent adjustment applications.

Presented by: Monica Castillo, City Attorney

11.B **2025-2027 CITY COUNCIL TWO-YEAR STRATEGIC PLAN IMPLEMENTATION PROGRESS REPORT, FISCAL YEAR 25 6-MONTH UPDATE**

RECOMMENDATION:

Staff recommends City Council:

1. Receive and file a presentation report on the Council's Two-Year Strategic Plan Implementation Progress Report, Fiscal Year 6-Month Update

Presented by: Nicholle Azpera, Management Fellow

11.C **POLICE CHIEF ADVISORY COMMITTEE FORMATION**

RECOMMENDATION:

1. Provide feedback and consensus on guidelines and parameters of the Police Chief's Advisory Committee.

Prepared by: Police Chief Don Aguilar

12. ITEMS FOR FUTURE AGENDAS

12.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

City Clerk

Wayfinding and New Brand Kit

Feb 4, 2026

Sami Tapia
Management Fellow, City Manager's Office

The Ask:

For council to file and receive a report on Wayfinding and New Brand kit

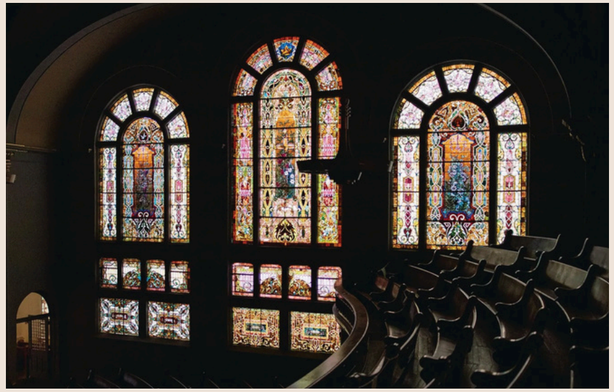
Content

- Background
- Brand Kit
- Applications and Components
- Budget, Estimates, and Recommendation
- Implementation

BACKGROUND

















Hunt

- images taken from Hunts Concept Packet

BRAND KIT

CITY OF SANTA PAULA

COLORS

#ffffff

#36423b

#dea629

#d57637

#efc3a4

#809867

FONTS

BRUMERY DEMO

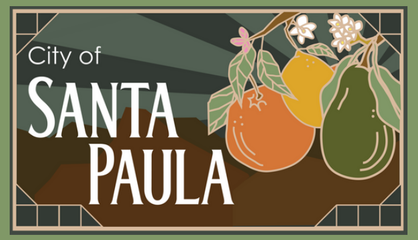
COCETTE ALTERNATIVE

Glacial Indifference

LOGOS



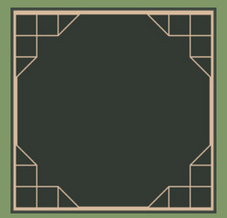




ICONS







City Website QR



Newsletter QR













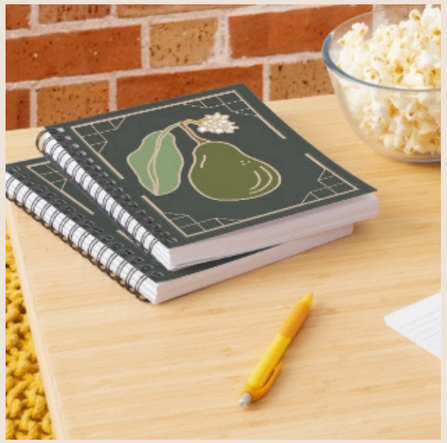




APPLICATIONS AND COMPONENTS

Digital Updates | Small Printed materials | Internal & On-Site Branding | Equipment branding

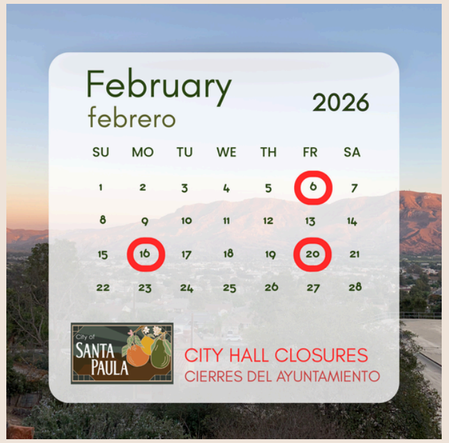














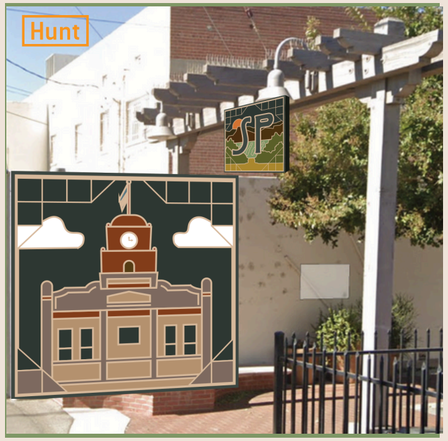


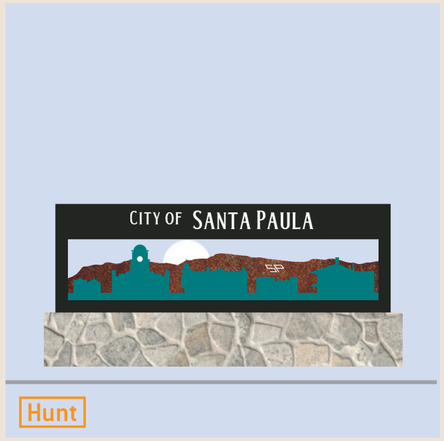




APPLICATIONS AND COMPONENTS

Identity Branding | On-Street Wayfinding | Citywide Signage | Landmark & Gateway Features





















BUDGET, ESTIMATES, AND RECOMMENDATIONS

- $10,000 allocated funds for banners
- $150,000 allocated towards wayfinding, from the council

	Estimated Cost Ranges for Implementation (estimates were sourced from various sites and are not Santa Paula specific)
Digital Updates	$10,000
Small Printed Materials	$30,000
On-site and Equipment Branding	$30,000
Street Wayfinding	$150,000 - $500,000
City wide Sinage	$200,000 - $500,000
Landmark & Gateway features	$200,000 - 1M+

BUDGET, ESTIMATES, AND RECOMMENDATIONS CONT.

CITY OF SANTA PAULA SIGNAGE ESTIMATE				
WAYFINDING SIGNAGE				
Sign Type #	Sign Description	Qty	Unit Fabrication	Total Fabrication
V-10 V-10	Vehicular Directional (new post/single-faced)	13	$ 7,500	$ 97,500
V-15 V-15	Vehicular Directional (existing post/single-faced)	5	$ 3,800	$ 19,000
	Vehicular Directional (new posts/single-faced)	6	$ 7,000	$ 42,000
	Vehicular Directional (existing post/single-faced)	1	$ 3,000	$ 3,000
	Mobilization	1	$ 12,000	$ 12,000
			SUBTOTAL	$ 173,500
PARKING SIGNAGE				
Sign Type #	Sign Description	Qty	Unit Fabrication	Total Fabrication
V-20 V-20	Parking Directional (new posts/single-faced)	11	$ 5,500	$ 60,500
V-30	Parking Directional (existing post/single-faced)	3	$ 3,000	$ 9,000
	Parking ID (new post/double-faced)	6	$ 8,000	$ 48,000
	Mobilization	1	$ 10,000	$ 10,000
			SUBTOTAL	$ 127,500



IMPLEMENTATION



$10,000 allocated for banners have been used

Next:

$150k will be divided into 4 areas:

- 120k towards signage
- 10k towards murals and monument tiles
- 10k towards small, printed materials (swag)
- 10k towards equipment branding decals and city promotional items

The Ask:

For council to file and receive a report on Wayfinding and support its implementation

Thank You

Sami Tapia
Management Fellow, City Manager's Office
Stapia@spcity.org

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Monica Castillo, City Attorney

Subject: CEMEX LEASE AGREEMENT

Date: February 4, 2026

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to sign a 5-year agreement with Cemex Construction Materials Pacific, LLC to lease city property located at 1430 Santa Clara Avenue.

BACKGROUND:

Since 1995, the City has leased property located at 1430 Santa Clara Avenue (the "Property") to businesses for use as a concrete ready mix batch plant. Cemex Construction Materials Pacific, LLC ("Cemex") assumed the lease rights of the original tenant some years after 1995.

On November 1, 2014, the City entered a new 10-year lease agreement with Cemex. Under this lease, Cemex's monthly base rent was $6,400 with an annual CPI adjustment beginning January 1, 2016. The funds generated by the lease are apart of the Harding Park Trust and work to offset maintenance and capital improvements of Harding Park.

In anticipation of the lease ending on November 1, 2024, the City contacted Cemex to offer a new lease but with higher rent and additional consideration to the city. Ultimately the lease was extended twice through August 1, 2025 in order to complete negotiations. The lease has continued on a month-to-month basis since then.

Before Council is the new lease agreement (Attachment A). The initial term is 5 years commencing with a lookback date of August 1, 2025, which may be extended by mutual written agreement of the parties in 5-year terms for a total of 15 additional years.

ANALYSIS:

The extended negotiations have resulted in more favorable lease terms for the City.

For continued use as a concrete ready mix plant, Cemex will pay the City $8,950.56 in monthly base rent going back to August 1, 2025. The base rent will then increase each August 1 thereafter by the greater of either (1) 100% change in CPI or (2) two percent.

As additional consideration for lease of the Property, Cemex will pay the City $3,000 at the

same time base rent is due. The additional $3,000 will not be subject to an annual CPI adjustment.

To offset the cost to repair damage caused by its heavy trucks, Cemex has also agreed to pay a one-time sum of $10,000 toward roadway improvements along Santa Clara Street. The impacted roadway is shown in Exhibit B to the proposed lease.

In terms of utilities, Cemex is responsible for electricity, gas, telephone services, water, trash, and cable. Lessee must order, obtain, and pay for these utilities as well as service and installation charges necessary to operate.

Cemex must also properly dispose of trash generated from its operations, including in a manner that does not contaminate or restrict sewer lines, and use appropriate covered receptacles for refuse. It may not place piling boxes, cartons, boxes or similar items in public view.

In addition, Cemex must maintain the Property in a reasonable condition. To that end, the City, at a reasonable time and with 24 hours' notice, may enter the Property to ensure it is being maintained to the City's satisfaction. If the Property is not in a reasonable condition, Cemex must improve the the state of the Property within 30 days' written notice from the City. After 30 days and if the condition is not cured, the City may perform maintenance, the costs for which Cemex must reimburse the City plus 10% for overhead.

Moreover, Cemex is prohibited from using, generating, storing, or disposing of hazardous material on the Property in violation of the law, and must indemnify the City for any claims resulting from breach of the lease.

Finally, the lease may be terminated either upon mutual agreement of the parties or if Cemex materially breaches the lease and fails to cure the breach within 30 days' written notice from the City.

STRATEGIC PLAN:

This item promotes Strategic Plan Category B. Economic Development, Objective 1: Revenue Opportunities - Actively pursue opportunities to increase the City's revenue base.

FISCAL IMPACTS:

The new lease will generate revenue of $8,950.56 starting on the rollback date of August 1, 2025, increasing each subsequent August 1 by the greater of either (1) 100% change in CPI or (2) two percent. In addition, the City will receive $3,000 each month for the duration of the lease. Finally, the City will receive $10,000 toward roadway improvements along portions of Santa Clara Street.

OPTIONS:

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

1. Reject staff's recommendation and not enter the lease with Cemex
2. Direct staff to negotiate different terms with Cemex.
3. Take other desirable action.

ATTACHMENTS:

Att A - Santa Paula - Lease w Cemex w Exs

LEASE AGREEMENT BETWEEN
THE CITY OF SANTA PAULA AND
CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC

THIS LEASE AGREEMENT ("**Lease**") is made and executed as of February 4, 2026 by and between CITY OF SANTA PAULA, a municipal corporation and general law city ("**CITY**"), and CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC, a Delaware Limited Liability Company ("**LESSEE**"). CITY and LESSEE are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

1. **RECITALS**. This Lease is made with reference to the following facts and objectives:

A. The City owns property located at 1430 Santa Clara Avenue, Santa Paula, CA 93060 (APN 104-0-220-115) ("**Property**").

B. On or around July 21, 1995, CITY and Southdown TDI, Inc. dba Cal West Ready Mix, Inc. ("**Southdown**") entered a ground lease ("**Ground Lease**") to use the Property for a concrete ready mix batch plant, to commence when conditions set forth in Section 1 (*Initial Term*) of the Ground Lease were met. Conditions included entering a Development Agreement and obtaining a Conditional Use Permit.

C. Southdown was required to pay CITY a monthly base rent for the first eight years of $2,000, subject to CPI adjustment each year starting the first day of the lease's fourth year. If extended an additional eight years, the base rent increased to a minimum of $3,000.

D. Southdown later assigned its interests in the Ground Lease to LESSEE.

E. On or around November 1, 2014, CITY and LESSEE entered a superseding 10-year lease agreement ("**2014 Lease**") for the Property's continued use as a commercial concrete ready mix batch plant. LESSEE was required to pay a monthly base rent of $6,400.00, commencing November 1, 2014, with an annual CPI adjustment beginning January 1, 2016.

F. On October 29, 2024, CITY and LESSEE entered that certain First Amendment to Lease Agreement extending the term of the 2014 Lease by six (6) months through May 1, 2025 in order to negotiate the terms of a new longer term lease. The 2014 Lease was extended a second time through August 1, 2025 pursuant to that certain Second Amendment to Lease Agreement dated June 5, 2025, and has continued on a month-to-month basis pursuant to the terms of the 2014 Lease, as amended.

G. The Parties now desire to enter this Lease according to the terms set forth herein.

2. **LEASE.** CITY leases to LESSEE the Property on the terms and conditions of this Lease. The leased area of the Property is depicted on the attached Exhibit "A", which is incorporated by this reference.

3. **TERM**. The initial term of this Lease will be for five (5) years ("**Initial Term**"), unless terminated earlier as provided by this Lease, commencing on August 1, 2025 (the "**Commencement Date**"). The Lease may be extended by written agreement of the Parties in

additional five (5) year terms, up to a total of an additional fifteen (15) years. Any such extension shall be upon mutual agreement of CITY and LESSEE. At the final expiration of the Lease, all capital improvements, including any completed by the LESSEE, with the exception of the batch plant facility, shall become the property of CITY. The Initial Term and extensions thereto, if any, are together referred to as the "**Term**".

4. **RENT.**

A. **Base Rent**. Beginning on the Commencement Date, LESSEE agrees to pay to CITY as rent for the Property the sum of EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS AND FIFTY-SIX CENTS ($8,950.56) ("**Base Rent**") monthly, payable in advance on the 1st day of each month during the Term, subject to annual increases as provided in Subsection B, below.

B. **CPI Increase.** Beginning on the first anniversary of the Commencement Date, and every year thereafter (each an "**Adjustment Date**"), the Base Rent shall be increased by the greater of (1) one hundred percent (100%) of the change in the Consumer Price Index ("**CPI**") for the Los Angeles — Long Beach — Anaheim area, as published by the Bureau of Labor Statistics in the month of the Adjustment Date as compared with the value of the same index for such month in the prior year, or (2) two percent (2%). Additionally, in the event of any holding over beyond the Term, the Base Rent will increase by five percent (5%) above the Base Rent charged in the final month of the Term immediately preceding such holdover.

C. **Late Payments; Administrative Charges**. If LESSEE fails to make any payment to CITY required under this Lease within ten (10) days after such payment is first due and payable, then in addition to any other remedies of CITY, and without reducing or adversely affecting any of CITY's other rights or remedies, LESSEE shall pay interest at an annual rate equal to the lesser of: (a) the effective federal funds rate published by the Federal Reserve as of the date the payment became past due, plus 5%; or (b) the highest rate of interest, if any, that law allows under the circumstances, to CITY on such late payment, beginning on the date such payment was first due and payable and continuing until the date when LESSEE actually makes such payment in full.

D. **Holdover**. Any continued occupancy by LESSEE of the Property after the expiration of the Term of this Lease, as provided herein, shall be only by the express written consent of the CITY and shall operate and be construed as a tenancy from month-to-month upon the same terms and conditions as this Lease, except that the Base Rent shall be adjusted as provided in Subsection B above at the commencement of such holdover.

5. **OTHER MONETARY CONSIDERATION**.

A. **Additional Payment.** As additional consideration for CITY leasing the Property to LESSEE for the specific use herein, LESSEE agrees to pay CITY $3,000.00 each month at the same time Base Rent is due (the "**Additional Payment**"). The Additional Payment shall be fixed during the Term and shall not be subject to annual increases. The Base Rent and Additional Payment are hereinafter collectively referred to as "**Rent**".

B. **Santa Clara Street & South 12th Street.** LESSEE shall pay CITY a one-time sum of $10,000.00 toward improvements to roadway along Santa Clara Street, a portion of where Santa Clara Street and South 12th Street intersect, and a portion of South 12th Street as shown in the attached Exhibit "B".

6. **USE OF PROPERTY.** LESSEE may use the Property for a commercial concrete ready mix batch plant and related incidental activities, subject to compliance with local, state and federal laws and regulations, including without limitation the conditions of approval associated with any applicable conditional use permit. The Property may not be used for any other purpose without CITY review and approval.

7. **IMPROVEMENTS**.

A. LESSEE accepts the Property in "as is" condition without warranty of any kind, express or implied including any warranty as to title, physical condition soil conditions, zoning, land use restrictions, CEQA restrictions, the availability or location of utilities or services, the suitability of the Property for the use described in Section 6, above, or any other use, and with full knowledge of the physical condition of the Property and all laws applicable to the Property on the date LESSEE executes this Lease and agrees that CITY has no obligation to improve, repair, restore, refurbish, or otherwise incur any expense in improving, repairing or changing the condition of the Property at such time or thereafter unless otherwise provided for within this Lease. LESSEE has not relied and is not relying on any express or implied, oral or written representations or warranties made by CITY or its representatives, and all such representations and warranties are specifically disclaimed by CITY. Except as otherwise provided in this Lease, CITY makes no representations and warranties concerning the physical condition of the Property and the presence or absence of hazardous materials, lawsuits and other adverse facts or conditions relating to the Property.

8. **UTILITIES**.

A. LESSEE is responsible directly to the serving entities for all utilities required for its use of the Property. "Utilities" means electricity, gas, telephone services, water, trash, and cable television.

B. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the Property.

9. **TRASH AND GARBAGE.** LESSEE will provide and pay all costs for the complete and proper disposal and timely removal of all refuse resulting from its operations. LESSEE will provide and use appropriate covered receptacles for all refuse at the Property. Piling boxes, cartons, barrels or other similar items in view of a public area will not be permitted. LESSEE is responsible for the proper disposal of its refuse in such a manner as not to contaminate or restrict sewer lines.

10. **MAINTENANCE QUALITY**. CITY'S designees may, at any reasonable time and with at least 24 hours prior notice, enter the Property to determine if satisfactory maintenance is being performed. If the quality of maintenance is unreasonable, CITY will provide written notice to

LESSEE which includes the specific nature of the complaint. Should LESSEE fail to improve and sustain quality maintenance within thirty (30) days of CITY's notice, CITY may enter upon the Property and perform such maintenance. LESSEE will promptly reimburse CITY for the cost of maintenance, plus ten percent (10%) for CITY's administrative overhead.

11. **HAZARDOUS WASTE.**

A. CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. "CITY's knowledge" means the actual knowledge of the CITY's Economic and Development Director, James Mason, the CITY's asset manager for the Property ("**Designated Employee**"), and shall not be construed, by imputation or otherwise, to refer to the knowledge of CITY, or to any other officer, agent, representative or employee of CITY or to impose upon Designated Employee any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains.

B. LESSEE agrees that it will not use, generate, store, or dispose of any hazardous material on, under, or within the Property in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as provided in this Lease, against any and all losses, liabilities, claims, and/or costs arising from any breach by LESSEE of any warranty or agreement contained in this section. As used in this section, "hazardous material" means any substance, chemical or waste that is or becomes regulated or identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, as adopted and amended (including, but not limited to, petroleum and asbestos).

12. **QUIET ENJOYMENT**. CITY agrees that LESSEE, upon making payments to be paid by LESSEE under the terms of this Lease and upon observing and keeping the agreements and each of the covenants of this Lease will lawfully and quietly hold, occupy, and enjoy the Property during the term of this Lease.

13. **TAXES.** LESSEE is informed by CITY pursuant to Revenue and Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that LESSEE may be subject to the payment of property taxes levied on its interest. Any such imposition of a possessory interest tax shall be a tax liability of LESSEE solely and shall be paid for by LESSEE. LESSEE may not deduct such amount from payments to CITY. LESSEE shall also pay all interest and penalties any government entity assesses for late payment of any possessory interest taxes that this Lease requires LESSEE to pay. LESSEE shall within a reasonable time after written notice from CITY give CITY reasonable proof that LESSEE has paid any possessory interest taxes that this Lease requires LESSEE to pay. LESSEE shall pay and discharge all personal property taxes relating to any personal property stored at, used in the operation of or otherwise relating to the Property, before delinquency. LESSEE shall also pay all interest and penalties any governmental agency assesses for late payment of any such personal property tax.

14. **CITY'S LIMITED WARRANTY.** CITY warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this agreement and perform its terms and conditions and has the legal right, power and authority to grant all of the rights granted herein.

15. **BREACH OF CONTRACT.**

A. In the event of any breach of the Lease by LESSEE that is not cured within thirty (30) days following LESSEE's receipt of written notice of such breach (which shall be extended for a reasonable period if such breach cannot reasonably be cured within 30 days), CITY, besides other rights and remedies it may have, has the immediate right of re-entry and may remove all persons and property from the Property; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of LESSEE. Should CITY elect to reenter the Property or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or may from time to time, without terminating this Lease, re-let Property or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as CITY, at its sole discretion, may deem advisable, and may make any alterations and repairs to the premises. Should CITY re-let the Property, LESSEE will immediately be liable to pay to CITY, in addition to any indebtedness other than Rent due hereunder, the cost and expenses incurred by CITY in effecting such re-letting. Notwithstanding anything contained in the Lease to the contrary, CITY agrees to use all reasonable efforts to mitigate its damages resulting from a default by LESSEE under the Lease.

B. No such re-entry or taking possession of the Property by CITY may be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to LESSEE or unless the termination is decreed by a court of competent jurisdiction.

C. Notwithstanding any such re-letting without termination, CITY may at any time thereafter elect to terminate this Lease for any breach, in addition to any other remedy it may have.

D. In the event the Lease is terminated by CITY pursuant to this Section 15, CITY may recover from LESSEE any damages CITY may incur by reason of LESSEE's breach, including the amounts payable to CITY for the remainder of the stated term of the Lease, which will immediately be due and payable from LESSEE to CITY.

16. **TERMINATION**. This Lease may be terminated as follows:

A. At the expiration of the Term;

B. Upon mutual written agreement between the Parties;

C. Upon the Property being condemned, subject to Section 19 of this Lease; or

D. Should LESSEE materially breach this Lease and fail to cure such breach to CITY's reasonable satisfaction within thirty (30) days of being notified in writing by CITY regarding such breach, subject to Section 15 of this Lease.

17. **CONDITION OF PROPERTY UPON TERMINATION**. Upon termination of this Lease for any reason, LESSEE will vacate the Property and deliver it to CITY in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted.

18. **SALE OR TRANSFER BY CITY.** Should CITY, at any time during the term of this Lease, sell, lease, transfer, or otherwise convey all or any part of the Property to any transferee other than LESSEE, then such transfer will be under and subject to this Lease and all of LESSEE's rights hereunder.

19. **CONDEMNATION**. If the whole of the Property shall be acquired or taken by eminent domain for any public or quasi-public purpose, or transferred by agreement in connection with such public or quasi-public use, with or without any condemnation proceeding being instituted, or by voluntary sale or conveyance under threat of condemnation but in lieu of condemnation, this Lease shall automatically terminate on the date that title vests in the condemning authority or purchasing entity and the liability of LESSEE for performance of this Lease shall terminate. If any part of the Property shall be taken and such taking, in LESSEE's sole discretion, materially affects LESSEE's operations, then LESSEE may (i) terminate this Lease by written notice to CITY and vacate the Property, and upon vacation of the Property, the liability of LESSEE for performance of this Lease shall terminate; or (ii) continue occupying the portion of the Property not taken, and the Rent shall be abated and adjusted accordingly as to that portion of the land taken on the date when title to such portion of the Property vests in the appropriate authority or on the date possession is required to be surrendered, whichever is earlier. If all or part of the Property is acquired by eminent domain or purchase in lieu thereof, LESSEE acknowledges that it will have no claim to any compensation awarded for the taking of the Property or any portion thereof or for loss or damage to LESSEE's improvements to the Property other than the batch plant.

20. **NO RELOCATION BENEFITS.** LESSEE acknowledges that it was informed that CITY is a public entity and that the Property was previously acquired by CITY for a public purpose. LESSEE further acknowledges that any rights acquired under this Lease arose after the date of CITY's acquisition of the Property and that said rights are subject to termination when the Property is needed by CITY. LESSEE acknowledges that at the time of any termination of this Lease, LESSEE will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

21. **NO PUBLIC PROJECT.** All rights given to LESSEE pursuant to this Lease are for LESSEE's use of the public property identified herein. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk; LESSEE is not an agent of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.

22. **FORCE MAJEURE.** Except for payment obligations, neither Party shall be liable for failure of or delay in performing obligations set forth in this Lease, and neither shall be deemed in breach of its obligations, if such failure or delay is due to fire, flood, explosion, war, embargo, government action, civil or military authority, pandemic, the natural elements, or other similar causes beyond the Parties' control. In the event of such force majeure, the Party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations; provided, however, if a Party is prevented from performing its obligations under this

Lease for a period of ninety (90) consecutive days due to a force majeure event, then, in such event, either Party may terminate this Lease upon written notice to the other.

23. **NO FIXTURES**. Improvements and facilities that currently exist, or may be constructed during the Term of this Lease, will not constitute fixtures attached to the Property. Any such improvements and facilities may be removed by LESSEE upon termination of the Lease. If removed, LESSEE shall repair or compensate CITY for any damage their removal causes to the Property.

24. **ALTERATIONS, MECHANICS' LIENS.** Except as provided by this Lease, LESSEE will not make, or cause to be made, any alterations to the Property, or any part thereof, without CITY's prior written consent. LESSEE will keep the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

25. **ASSIGNMENT AND SUBLETTING**. This Lease may not be assigned, transferred, or sublet by LESSEE, court order, or through any other means without the written consent of CITY, which shall not be unreasonably withheld. Any such purported transfer will be null and void. Notwithstanding the foregoing, LESSEE, without CITY's consent, may assign this Lease (i) to any affiliate of LESSEE, (ii) to a purchaser of all or substantially all of LESSEE's assets; (iii) to the successor, by merger or otherwise, to LESSEE or all or substantially all of LESSEE's assets and liabilities.

26. **INDEMNIFICATION.**

A. LESSEE agrees to defend, indemnify, and hold CITY free and harmless from and against any and all claims, actions, expenses, losses, damages, costs (including, without limitation, attorney's fees), liabilities, or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner (collectively, "**Liabilities**") arising out of this Lease or its performance, the use or occupancy by LESSEE, LESSEE's agents, employees, or invitees, and LESSEE's breach of any condition of this Lease, except for Liabilities arising out of CITY's sole active negligence. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, or its performance pursuant to this Lease, LESSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section, "CITY" includes CITY's elected and appointed officials, officers, employees, agents, representatives, and volunteers.

C. LESSEE expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that this Section will survive termination of this Lease.

E. The requirements as to the types and limits of insurance coverage to be maintained by LESSEE as required by Section 27 below, and any approval of such insurance

by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LESSEE pursuant to this Lease, including but not limited to the provisions concerning indemnification.

27. **INSURANCE.** LESSEE must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. LESSEE will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with LESSEE's performance in the amount of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Lease will be endorsed to name CITY, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

C. LESSEE will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A: VII."

28. **COMPLIANCE WITH LAW.** LESSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Property and will faithfully observe in the use of the Property all applicable laws. The judgment of any court of competent jurisdiction that LESSEE has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between CITY and LESSEE.

29. **INSPECTIONS.** Subject to Section 10 of this Lease, CITY has the right at all reasonable times, with at least 24 hours prior notice, to inspect the Property to confirm compliance with this Lease and (without any obligation so to do) to enter and to direct LESSEE to make such repairs as may be necessary to comply with this Lease and, in the event of an emergency, to take such action as may be required for the protection of persons or property.

30. **WAIVER OF BREACH.** Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

31. **INSOLVENCY; RECEIVER.** Either the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or a general assignment by LESSEE for the benefit

of creditors, or any action taken or offered by LESSEE under any insolvency or bankruptcy action, will constitute a breach of this Lease by LESSEE, and in such event this Lease will automatically cease and terminate.

32. **NOTICES**. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

LESSEE at:	CEMEX Construction Materials Pacific, LLC 4120 E. Jurupa St, Suite 202 Ontario, CA 91761 Attn: Vice President – Planning
With copy to:	CEMEX 1720 Centrepark Drive East West Palm Beach, FL 33401 Attn: General Counsel
CITY at:	City of Santa Paula P. O. Box 569 Santa Paula, CA 93060 Attn: Community & Economic Development Director
With copy to:	Best, Best, & Krieger LLP 300 South Grand Ave., 25th Floor Los Angeles, CA 90071 Attn: Monica Castillo, City Attorney

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

33. **ACCEPTANCE OF ELECTRONIC SIGNATURES.** The Parties agree that this Lease will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

34. **GOVERNING LAW.** This Lease has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Lease will be in Ventura County.

35. **PARTIAL INVALIDITY.** Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease will remain in effect, unimpaired by the holding.

36. **INTEGRATION.** Except for the 2014 Lease, as amended, this instrument and its attachments constitute the sole agreement between CITY and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of CITY and LESSEE. Any lease or representations respecting the Property or its leasing by CITY to LESSEE not expressly set forth in the 2014 Lease, as amended, or this instrument are void. The 2014 Lease, as amended, shall be deemed terminated and cancelled effective as of midnight on the day preceding the Commencement Date.

37. **CONSTRUCTION.** The language of each part of this Lease will be construed simply and according to its fair meaning, and this Lease will never be construed either for or against either party.

38. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by mutual written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

39. **COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

[Signatures on Next Page]

IN WITNESS WHEREOF the Parties have executed this Lease as of the date first written above.

CITY
CITY OF SANTA PAULA

_____
Dan Singer,
City Manager

ATTEST:

_____
Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

LESSEE
CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC

_____
Name:
Title:

Taxpayer ID No. _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION, AERIAL AND ASSESSOR MAP

[Attached behind]

LEGAL DESCRIPTION

An 88,342.83 square foot easterly portion of APN#: 104022011 which consists of:

All that property, called Parcel 2, in the City of Santa Paula, County of Ventura, State of California, being a part of the property conveyed to the Santa Paula Junior Chamber of Commerce as described per deed and recorded in Book 750 on Page 103 of the Official Records of the Ventura County Recorder, described as follows: Beginning at the point of intersection of the easterly line of the Abdelnour Tract and the southerly line of a 20 foot wide parcel "The Farmers Ditch", said point also bears south 20° 18' 49" East, 691.49 feet from the point of intersection of the easterly line of the Abdelnour Tract and the southerly line of Harvard Boulevard, 100 feet wide, thence along the southerly line of said Farmers Ditch

1st South 89° 39 '22" East, 168.96 feet, thence

2nd North 80° 43' East 275.00 feet, thence

3rd North 75° 37' East 114.00 feet, thence

4th North 62° 08' East 135.00 feet, thence still along the southerly line of the Farmers Ditch

5th North 47° 04' East 100.32 feet to the easterly line of said property conveyed to the Santa Paula Junior Chamber of Commerce, thence along said easterly line

6th North 24° West, 180.18 feet, thence

7th North 9° 37' 40" West, 43.29 feet to the most southerly point of a parcel conveyed to the Ventura County Flood Control District described per deed and recorded in Book 4174 on Page 430 of the Official Records of the Ventura County Recorder, thence along the westerly line of said Flood Control Parcel

8th North 39° 48' 24" West 175.15 feet, thence along the southerly line of said Flood Control Parcel

9th South 56° 26' 21" West, 674.14 to the easterly line (terminus) of the Frontage Road, 96 feet wide, thence

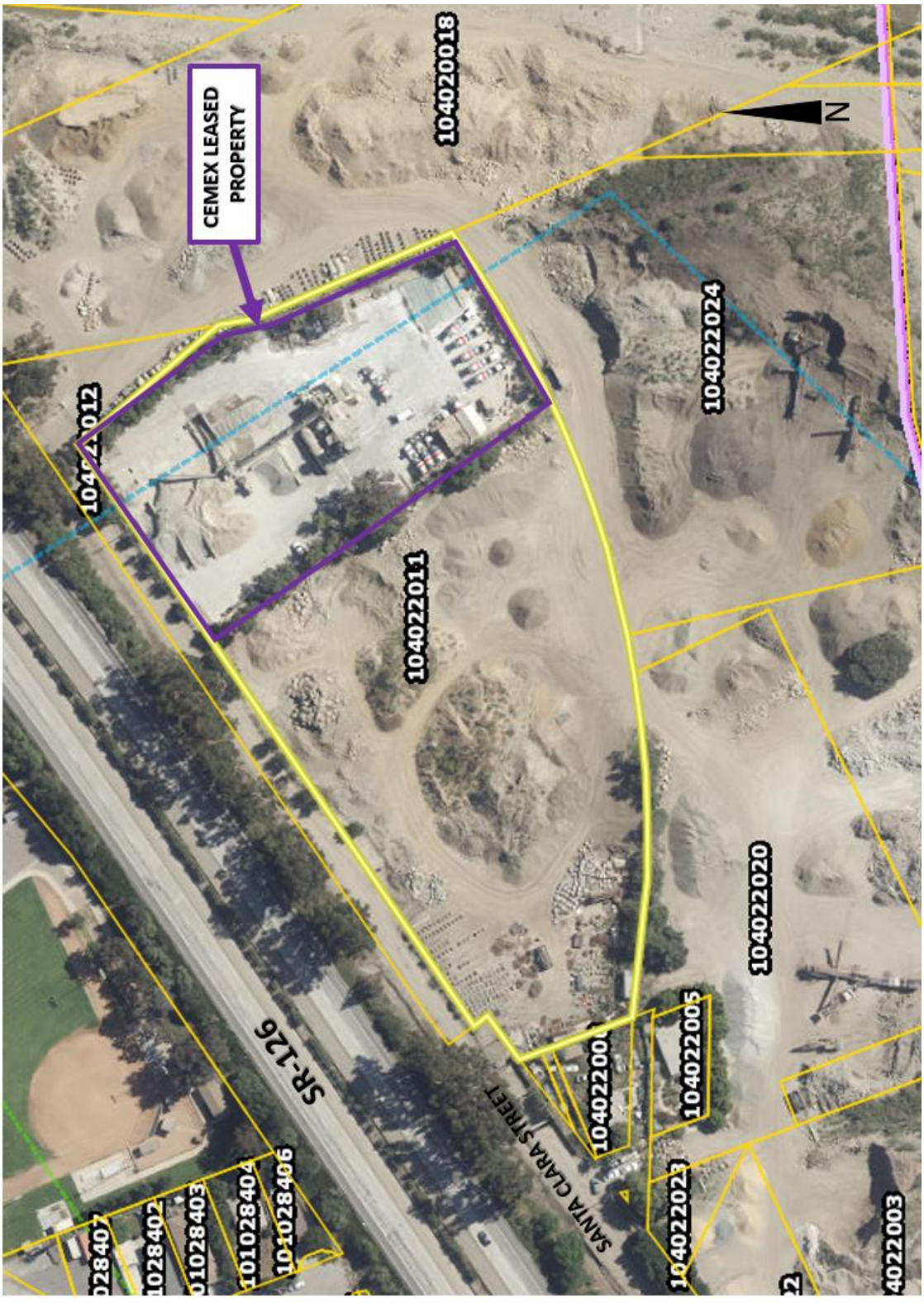
10th South 36° 16' 20" East, 18.02 feet, thence

11th South 53° 43' 40" West, 52.30 feet, thence

12th South 20° 55' 30" East, 139.86 feet to the point of beginning.

Reserving and expecting from the above-described real property a strip of land 20 feet wide, lying adjoining and immediately north of the southerly line of the above-described real property and being the right of way over which is constructed the above-described "Farmers Canal"

PROPERTY AERIAL



ASSESSOR MAP

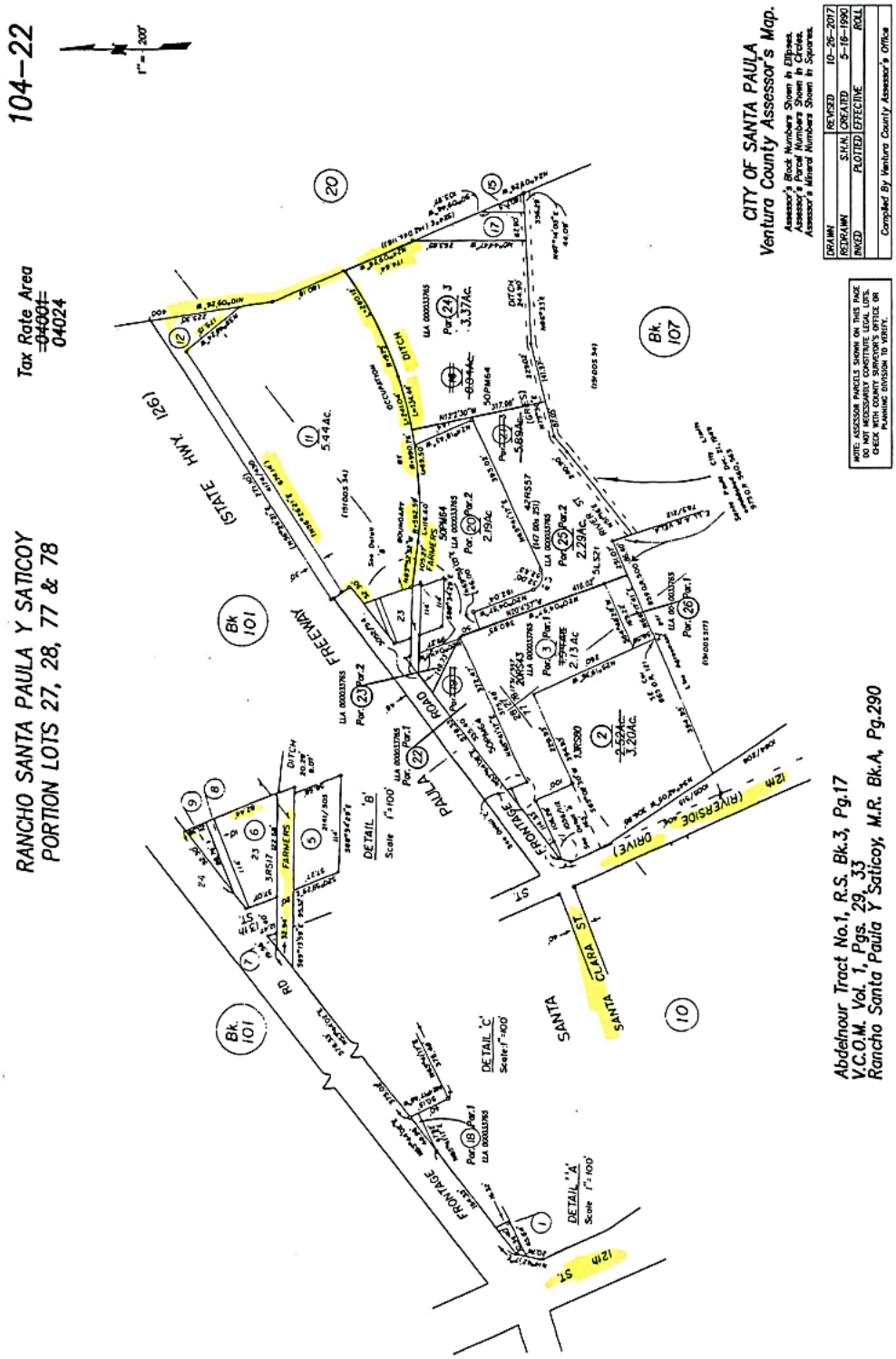
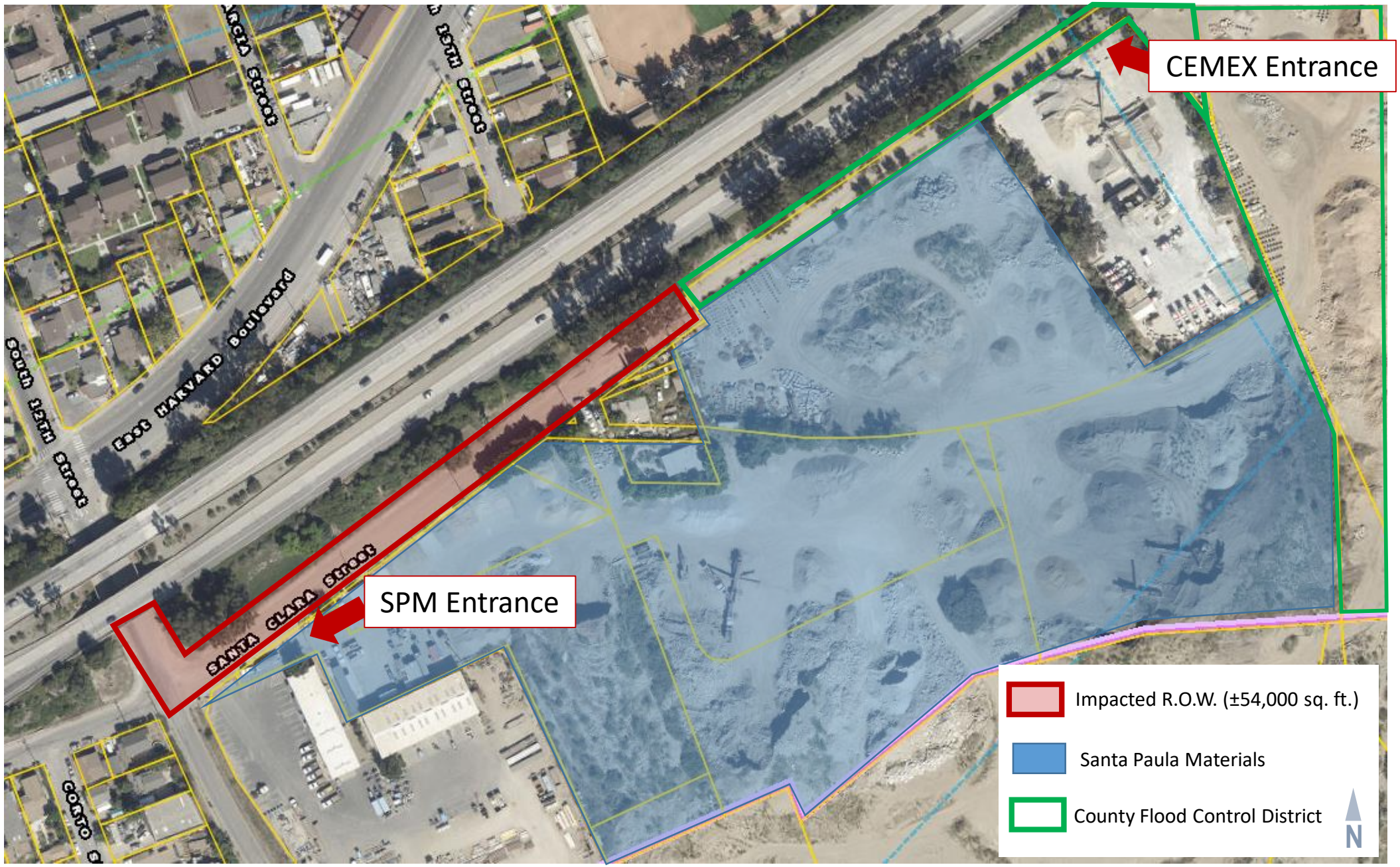


EXHIBIT B
IMPACTED ROADWAY

[Attached behind]

IMPACTED ROADWAY



CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Christy Ramirez, Finance Director

Subject: CHANDLER ASSET INVESTMENT SERVICES CONTRACT AMENDMENT

Date: February 4, 2026

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute an amendment to the contract with Chandler Asset Investment Services, extending the term to June 30, 2029 and increasing the not-to-exceed contract amount to $244,000.

BACKGROUND:

The City Council held a study session on April 1 to review the proposed Investment, Reserve, and Fiscal policies, in order to update and/or establish guidelines on the use of city funds. The purpose of the investment policy was to establish strategies, practices and procedures to be used in investing public funds in a prudent manner, which were intended to provide the maximum security while meeting daily cash flow needs and conforming to all statutes governing the investment of public funds. The policy also identified enhanced opportunities for a prudent and systematic investment of public funds, to guide the investment of City funds toward the goals of safety, liquidity and yield. The Council approved the Investment Policy on May 6, 2020 and has updated it periodically over the past 6 years to remain in compliance with all applicable laws.

ANALYSIS:

In September 2021 staff issued an RFP for Investment Advisory Services. Seven proposals were received and three best qualified firms with the lowest costs were asked to interview with a panel consisting of the City Manager, the Finance Director, and the Purchasing Agent. After a review of the proposals, pricing, and interviews, Council approved a contract with Chandler Asset Management.

Chandler is a California headquartered firm that has been providing investment advisory and management services for local governments in the state for over three decades. Since 1988, Chandler has assisted public agencies in fulfilling their fiduciary duty to their constituents by providing high quality fixed income portfolios in a prudent investment framework. They utilize investment strategies that conform to all applicable federal laws and California Government Codes regarding qualified investments for public entities. The City has benefited from direct access to their assigned team members that are fully committed to not only meeting but

exceeding the expectations for investment management of the City's funds as a fiduciary as well as for client service during the engagement. Chandler has been proactive in their communication with City staff attending frequent meetings with both staff and providing presentations to the Finance Committee. As a Southern California-based investment adviser with an office in Ventura, Chandler serves one hundred twenty-nine (129) public agencies in California, including almost twenty in the Los Angeles area.

Chandler quickly increased the City's investment value via a diversified approach, maximizing the revenues received in comparison to the previous pooled cash investment in LAIF (the Local Area Investment Fund), as shown on page 4 of the Condensed Quarterly Investment report. The portfolio continues to exceed both benchmarks as originally adopted by Council, as well as LAIF yields. Staff recommends the City continue to engage with Chandler for investment services through the Fiscal Year 2028/29. We do not anticipate to materially increase the assets that Chandler is managing, and have recommended the increased not to exceed amount for a total of $244,000 (for the entire contract November 2021 through June 2029), which Chandler has agreed to and is in line with the previous agreement.

STRATEGIC PLAN:

Although this action is not identified in the adopted Strategic Plan, it works to support the Economic Development Goal to "strengthen Santa Paula's economy through business attraction, retention, expansion, job creation and revenue growth..."

FISCAL IMPACTS:

The increased revenue from return on investments stemming from the diversified portfolio Chandler has managed more than offsets the cost of services. All costs associated with this contract for the next two years has been budgeted and included in the Finance GL 100-5-2002-209.

OPTIONS:

Council may reject the contract amendment recommendation and instead direct staff with additional guidance.

ATTACHMENTS:

Professional Services Agreement_Chandler Asset Management, Inc._November....pdf
2025.12.31_Quarterly Report_Santa Paula_Condensed.pdf
Amendment_No._1_-Chandler_Asset_Mangement-c1.docx

CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 8th day of November, 2021, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Chandler Asset Management, Inc. a Corporation, with its principal place of business at 6225 Lusk Blvd., San Diego, CA 92121 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional auditing services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for Investment Advisory Services.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional auditing services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date of execution to June 30,2026 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed One Hundred and Eight Thousand Dollars ($108,000) without written approval of the City Council or City Manager, as applicable. Extra Work may be

authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should

one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Ryan Tauber, Jayson Schmitt, and any other personnel listed in the Consultant's proposal response.

3.3.5 City's Representative. The City hereby designates Christy Ramirez, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Ryan Tauber or his/her/their designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her/their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all sub-consultants and sub-sub-consultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its sub-consultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations

under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) 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.

(B) 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.

(C) 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.

(D) Professional Liability (Errors & Omissions Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement 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 Agreement 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 Agreement.

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

(A) 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 Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant 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.

(B) 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.

(C) Professional Liability (Errors & Omissions1) 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 Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) 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.

3.3.11.4 Primary and Non-Contributing Insurance. 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.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, 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, Consultant 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.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Sub-consultants. Consultant shall include all sub-consultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing sub-consultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the sub-consultant's policies. All policies of Commercial General Liability insurance provided by Consultant's sub-consultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any sub-consultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of sub-consultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all sub-consultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any sub-consultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any sub-consultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any sub-consultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or

volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or sub-consultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or sub-consultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Rogers, Anderson, Malody & Scott, LLP.
735 E. Carnegie Dr. Suite 100
San Bernardino, CA 92408

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

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Sub-consultants. Consultant shall require all sub-consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub-consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its sub-consultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project,

it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the

Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. 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.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or sub-consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND CHANDLER ASSET MANAGEMENT, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SANTA PAULA

Approved By:

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

CHANDLER ASSET MANAGEMENT, INC.

By:

Its: CEO

Printed Name: Martin Cassell

By:

Its: President

Printed Name: Nicole Dragoo

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA COUNTY, CA

SCOPE OF WORK AND ADDITIONAL TERMS SPECIFIC TO INVESTMENT MANAGEMENT RELATIONSHIP

Services that may include, but are not limited, to the following:

1. Develop and implement sound investment strategies, which will maximize the portfolio's performance within the parameters of the City's current Investment Policy and California codes.

2. Assume the management of the City's investment portfolio.

3. Provide technical and fundamental market research, including yield curve analysis.

4. Assist the City with cash-flow/maturity analysis.

5. Provide credit analysis of investment instruments in portfolio.

6. Provide monthly/quarterly/annually reporting. These reports will cover a range including but not limited to: local, national economy, the City's portfolio holdings, composition and sector analysis, return, weight average maturity, duration, performance objectives, and policy compliance.

7. Attend selected quarterly meetings with staff, as well as Finance Committee and City Council meetings as requested.

8. Evaluate market risk and develop strategies that minimize the impact on the portfolio.

9. Provide assurance of portfolio compliance with applicable policies and laws.

10. Establish an appropriate performance benchmark as part of reporting requirements.

11. Review investment policy annually and recommend appropriate amendments.

12. Monitor the creditworthiness of financial institutions and the investments in the portfolio.

13. Perform due diligence reviews of current and proposed broker/dealers.

14. Provide authorized City staff with online access to the City's current investment account.

15. Assist with annual audit inquiries and reporting

ADDITIONAL TERMS

SPECIFIC TO INVESTMENT MANAGEMENT RELATIONSHIP

1. Client Representative. In its capacity as investment manager, Chandler shall receive all instructions, directions and other communications on Client's behalf respecting Client's account from_____(Representative). Chandler is hereby authorized to rely and act upon all such instructions, directions and communications from such Representative or any agent of such Representative.

2. Investment Policy. In investing and reinvesting Client's assets, Chandler shall comply with Client's Investment Policy, which is attached hereto as Exhibit A.

3. Authority of Chandler. Chandler is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to the instructions and authority given or guidelines set by Representative.

4. Notices. All reports and other communications required hereunder to be in writing shall be delivered in person, or sent by first-class mail postage prepaid, by overnight courier, by confirmed facsimile with original to follow or by confirmed electronic mail with proof of receipt to the addresses set forth below. Either party to this Agreement may, by written notice given at any time, designate a different address for the receipt of reports and other communications due hereunder.

Chandler Asset Management	Client Representative
Attn: Operations Dept.	_____
6225 Lusk Boulevard	_____
San Diego, CA 92121	_____

5. Electronic Delivery. From time to time, Chandler may be required to deliver certain documents to Client such as account information, notices and required disclosures. Client hereby consents to Chandler's use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and Client agrees that such notification will constitute "delivery". Client further agrees to provide Chandler with Client's email address(s) and to keep this information current at all times by promptly notifying Chandler of any change in email address(s).

Client email address(s):_____

6. Proxy Voting. Chandler will vote proxies on behalf of Client unless otherwise instructed. Chandler has adopted and implemented written policies and procedures and will provide Client with a description of the proxy voting procedures upon request. Chandler will provide information regarding how Clients' proxies were voted upon request. To request proxy policies or other information, please contact us

by mail at the address provided, by calling 800-317-4747 or by emailing your request to info@chandlerasset.com.

7. Custody of Securities and Funds. Chandler shall not have custody or possession of the funds or securities that Client has placed under its management. Client shall appoint a custodian to take and have possession of its assets. Client recognizes the importance of comparing statements received from the appointed custodian to statements received from Chandler. Client recognizes that the fees expressed above do not include fees Client will incur for custodial services.

8. Valuation. Chandler will value securities held in portfolios managed by Chandler no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by Chandler to reflect fair market value.

9. Investment Advice. Client recognizes that the opinions, recommendations and actions of Chandler will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that Chandler acts in good faith, Client agrees that Chandler will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.

10. Payment of Commissions. Chandler may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of Chandler to strive for the best price and execution and for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that Chandler may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that Chandler makes no warranty or representation regarding commissions paid on transactions hereunder.

11. Other Clients. It is further understood that Chandler may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for Client's portfolio may differ from those made or recommended with respect to other accounts and clients even though the investment objectives may be the same or similar. Accordingly, it is agreed that Chandler will have no obligation to purchase or sell for Client's account any securities which it may purchase or sell for other clients.

12. Confidential Relationship. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Chandler to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.

13. Receipt of Brochure and Privacy Policy. Client has received the disclosure statement or "brochure" and "brochure supplement" also known as Part 2A and Part 2B of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). Client has received a copy of Chandler's Privacy Policy.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: Investment Advisory Services Contract Award

Date: November 3, 2021

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Professional Services Agreement for investment management services with Chandler Asset Management, in a form approved by the City Attorney.

BACKGROUND:

The Council recently adopted an Investment Policy (Policy) which established strategies, practices and procedures to be used in investing public funds in a prudent manner. The intent of the Policy was to provide the maximum security of City funds while meeting daily cash flow needs and conforming to all statutes governing the investment of public funds. Secondly, the Policy identified policies that enhance opportunities for a prudent and systematic investment of public funds.

The Policy is a guideline for the investment of City funds, specifically aimed to meet the goals of safety, liquidity and yield. The adoption of the policy enabled staff to take the first step to creating a more diversified investment portfolio, outside of simply investing in the Local Agency Investment Fund (LAIF). In order to reach an increased rate of return, and to guide the City as it enters a new phase in its investment strategy, an RFP was issued for investment management services.

ISSUES/ANALYSIS:

The City solicited proposals from four firms, along with posting the request for proposals on our website. Seven proposals were received and three best qualified firms with the lowest costs were asked to interview with a panel consisting of the City Manager, the Finance Director, and the Purchasing Agent. After a review of the proposals, pricing, and interviews, staff is recommending that the City engage the services of Chandler Asset Management.

Chandler is a California headquartered firm that has been providing investment advisory and management services for local governments in the state for over three decades. Since 1988, Chandler has assisted public agencies in fulfilling their fiduciary duty to their constituents by providing high quality fixed income portfolios in a prudent investment framework. They utilize investment strategies that conform to all applicable federal laws and California Government Codes regarding qualified investments for public entities. The City will benefit from direct access to their assigned team members that are fully committed to not only meeting but exceeding the expectations for investment management of the City's funds as a fiduciary as well as for client service during the engagement. Chandler has stated they will be proactive in their communication with City staff and look forward to attending frequent, in-person meetings with the City's staff, Council, and additional stakeholders. As a Southern California-based investment adviser with an office in Ventura, Chandler serves one hundred twenty-nine (129) public agencies in California, including almost twenty in the Los Angeles area.

Staff has reached out to the firm's references and received confident and glowing recommendations. The firm's existing clientele interviews were satisfied with the responsiveness and communications from the firm, as well as the reporting tools, and the increased earnings realized once they transitioned to the firm's management of their funds.

FISCAL IMPACTS:

Due to the decreased earnings rate from our current investment strategy (LAIF), staff anticipated a change in portfolio makeup that would increase earnings, and budgeted accordingly. Should those rates not increase, a budget adjustment will be needed to reduce revenue from investment earnings.

PERSONNEL IMPACTS:

None

OPTIONS:

1. Do not approve a contract award to Chandler Asset Management for investment auditing services, providing alternative direction to staff. This will impact the realization of fully budgeted figures for investment earnings until more rewarding alternatives are realized.

ATTACHMENTS:

Chandler Proposal for Investment Advisory Services

INVESTMENT REPORT

City of Santa Paula | As of December 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

Labor Markets

- The December Nonfarm Payrolls report showed weaker-than-expected job growth, with payrolls rising by 50,000 compared with the consensus estimate of 70,000. This follows a downwardly revised gain of 56,000 in November. Employment declines were most pronounced in retail trade and construction, while leisure and hospitality posted the strongest gains. Notably, the unemployment rate edged down to 4.4% after increasing to 4.6% in November.

Inflation

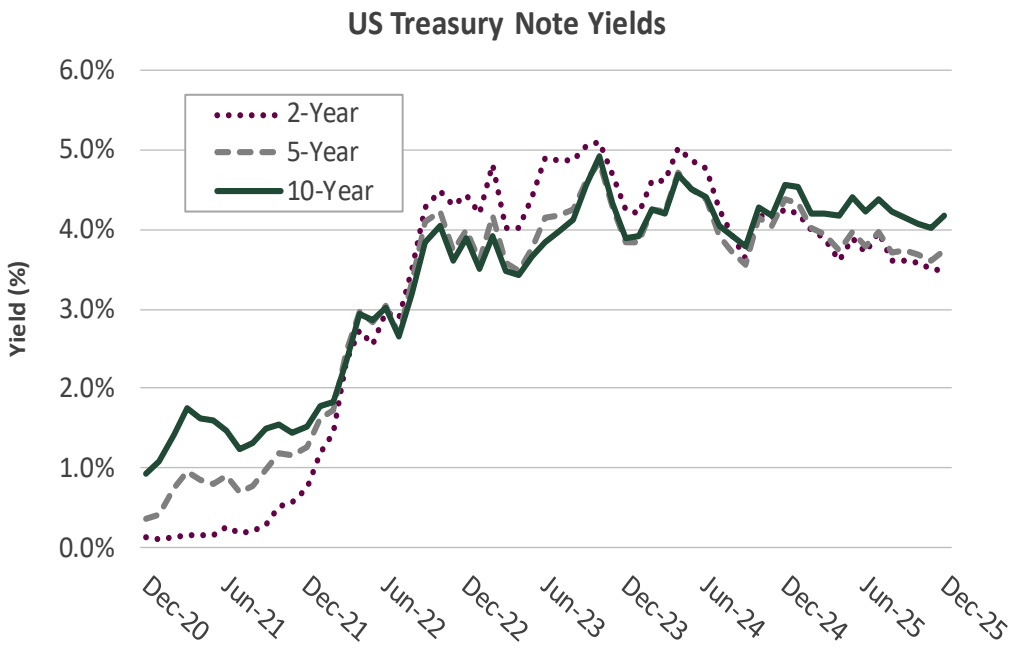
- The Consumer Price Index (CPI) showed that inflation remained relatively subdued in December, with headline CPI and core CPI holding at 2.7% and 2.6% respectively year-over-year. Shelter has continued to play a central but gradually moderating role in services inflation. December data keeps inflation close to the prior month's pace and consistent with a trend of easing price pressures. The Personal Consumption Expenditures (PCE) Index for September, released on December 5, showed headline inflation up 0.3% from August and 2.8% year over year. Core PCE rose 0.2% on the month and 2.8% on an annual basis.

Federal Reserve

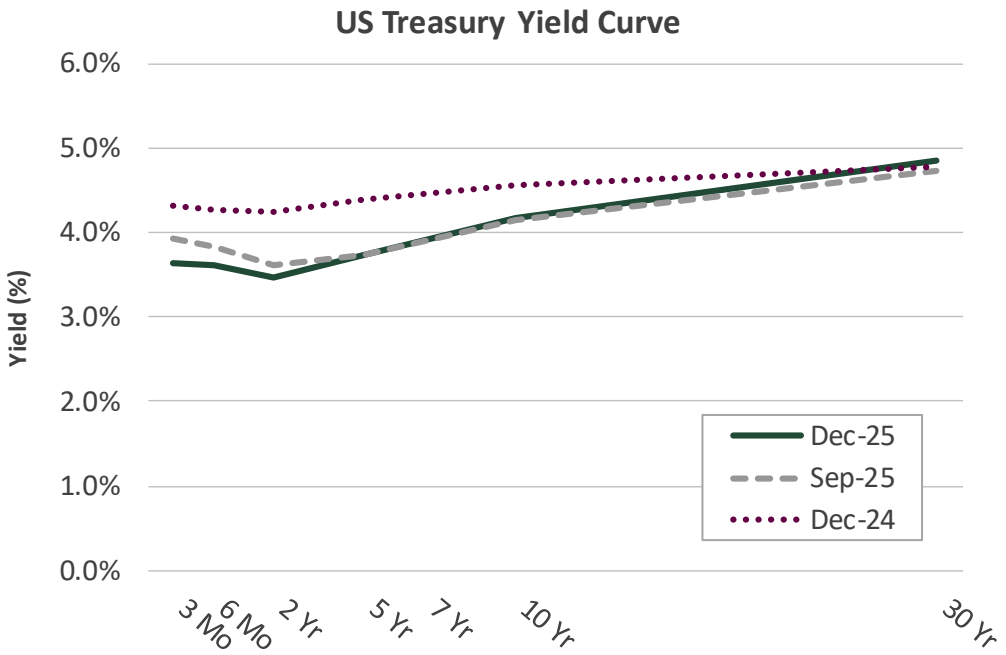
- The Federal Reserve lowered its benchmark interest rate by a quarter point to a target range of 3.50% to 3.75% at its December meeting, citing concerns about emerging weakness in the labor market. A few policymakers dissented, arguing that tighter monetary policy may still be warranted to ensure progress on price stability. Beginning December 1, the Fed also halted its balance sheet runoff, announcing that principal and interest payments from its holdings will be reinvested in Treasury securities to maintain ample reserves and support market stability.

Gross Domestic Product (GDP)

- The U.S. inflation adjusted gross domestic product (GDP) report demonstrated continued strength in the third quarter, with the first estimate showing a 4.3% annualized quarter-over-quarter increase, up from 3.8% in the second quarter. Consumer spending accelerated, while exports contributed 1.6 percentage points to growth—both key drivers of the quarter's performance. The stronger-than-expected result represented the fastest pace of U.S. economic expansion in two years. The consensus projection calls for 1.1% growth in the fourth quarter and 2.0% growth for the full year 2025.



Source: Bloomberg



Source: Bloomberg

At the end of December, the 2-year yield was 77 basis points lower, and the 10-year yield was 40 basis points lower, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve increased to +69 basis points at December month-end versus +52 basis points at November month-end. The prior 2-year/10-year yield curve inversion, which spanned from July 2022 to August 2024, was historically long. The average historical spread (since 2005) is about +95 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +54 basis points in December versus +21 basis points in November.

PORTFOLIO SUMMARY

City of Santa Paula | Account #10939 | As of December 31, 2025

Portfolio Characteristics

Average Modified Duration	1.87
Average Coupon	4.11%
Average Purchase YTM	4.34%
Average Market YTM	3.70%
Average Credit Quality*	AA
Average Final Maturity	2.32
Average Life	2.01

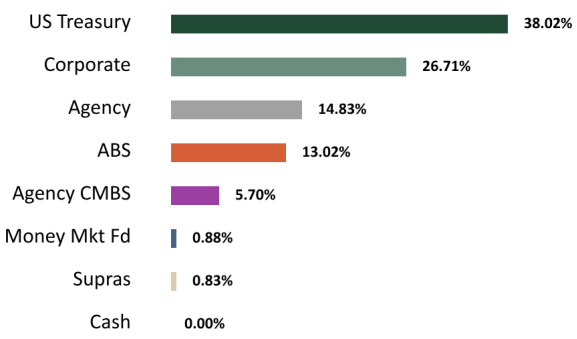
Account Summary

	End Values as of 06/30/2025	End Values as of 12/31/2025
Market Value	33,493,392.33	34,283,689.69
Accrued Interest	282,589.35	302,287.86
Total Market Value	**33,775,981.68**	**34,585,977.55**
Income Earned	700,062.99	731,085.28
Cont/WD	0.00	0.00
Par	33,365,938.04	34,013,317.26
Book Value	33,202,595.95	33,912,715.97
Cost Value	33,006,348.25	33,755,984.27

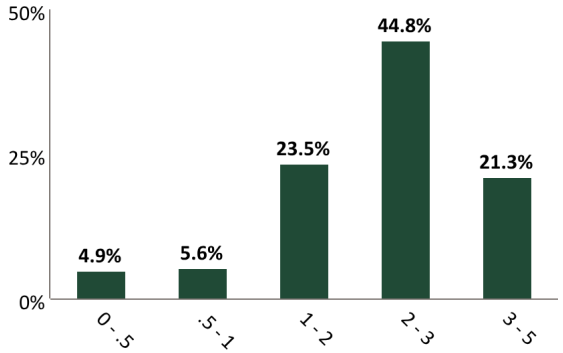
Top Issuers

United States	38.02%
Farm Credit System	9.75%
FHLMC	5.70%
Federal Home Loan Banks	5.09%
Citigroup Inc	1.95%
Florida Power & Light	1.62%
John Deere Owner Trust	1.62%
Chase Issuance Trust	1.58%

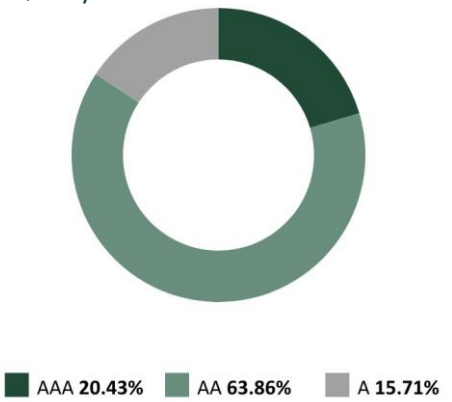
Sector Allocation



Maturity Distribution



Credit Quality*



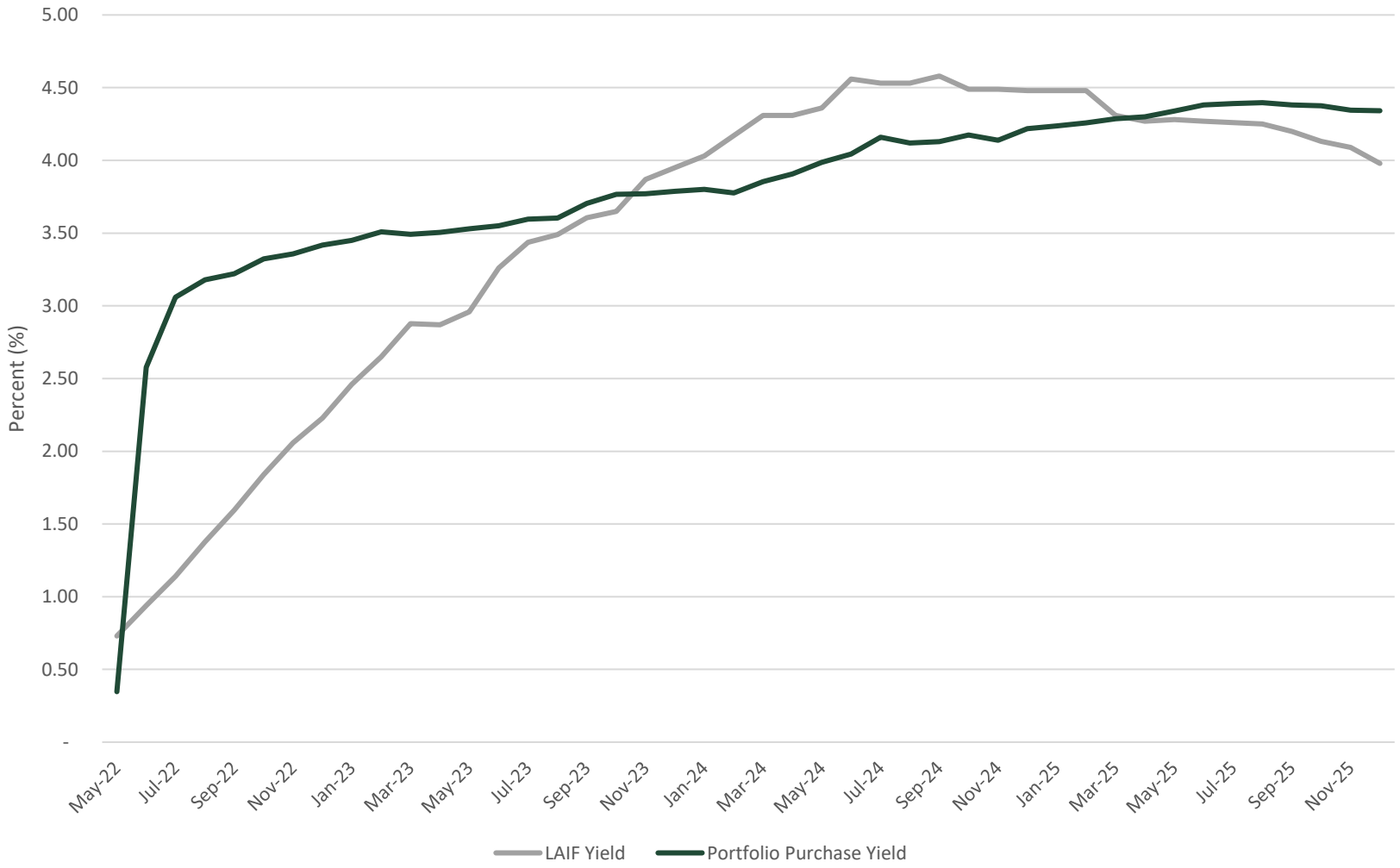
Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/22)
City of Santa Paula	0.33%	1.14%	5.58%	5.58%	5.02%	4.93%	--	--	4.09%
Benchmark Return	0.32%	1.12%	5.09%	5.09%	4.58%	4.48%	--	--	3.57%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index

PURCHASE YIELD VS LAIF

City of Santa Paula | Account #10939 | As of December 31, 2025



TRANSACTION LEDGER

City of Santa Paula | Account #10939|07/01/2025 Through 12/31/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/07/2025	9128284V9	800,000.00	UNITED STATES TREASURY 2.875 08/15/2028	97.152	3.86%	(777,218.75)	(9,022.10)	(786,240.85)	0.00
Purchase	07/17/2025	47800UAD8	260,000.00	JDOT 2025-B A3 4.17 12/17/2029	99.977	4.52%	(259,939.58)	0.00	(259,939.58)	0.00
Purchase	08/15/2025	14913UBB5	400,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.1 08/15/2028	100.092	4.07%	(400,368.00)	0.00	(400,368.00)	0.00
Purchase	08/25/2025	63743HFZ0	215,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.15 08/25/2028	99.888	4.19%	(214,759.20)	0.00	(214,759.20)	0.00
Purchase	09/15/2025	437076DH2	210,000.00	HOME DEPOT INC 3.75 09/15/2028	99.935	3.77%	(209,863.50)	0.00	(209,863.50)	0.00
Purchase	09/18/2025	58768YAD7	400,000.00	MBALT 2025-A A3 4.61 04/16/2029	101.551	3.80%	(406,203.13)	(153.67)	(406,356.80)	0.00
Purchase	09/18/2025	63743HFZ0	200,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.15 08/25/2028	100.583	3.93%	(201,166.00)	(530.28)	(201,696.28)	0.00
Purchase	09/18/2025	437076DH2	200,000.00	HOME DEPOT INC 3.75 09/15/2028	99.941	3.77%	(199,882.00)	(62.50)	(199,944.50)	0.00
Purchase	09/26/2025	34532BAG6	165,000.00	FORDO 2025-B A3 3.91 04/15/2030	99.989	4.27%	(164,982.20)	0.00	(164,982.20)	0.00
Purchase	10/10/2025	17305EHA6	400,000.00	CCCIT 2025-A1 A1 4.3 06/21/2030	101.000	3.90%	(404,000.00)	(4,968.89)	(408,968.89)	0.00
Purchase	10/15/2025	05594HAD5	175,000.00	BMWLT 2025-2 A3 3.97 09/25/2028	100.000	4.32%	(174,999.51)	0.00	(174,999.51)	0.00
Purchase	10/24/2025	161571HZ0	200,000.00	CHAIT 2025-1 A 4.16 07/15/2030	101.102	3.76%	(202,203.13)	(208.00)	(202,411.13)	0.00
Purchase	10/24/2025	69371RT63	400,000.00	PACCAR FINANCIAL CORP 4.55 03/03/2028	101.926	3.69%	(407,704.00)	(2,578.33)	(410,282.33)	0.00
Purchase	11/06/2025	02079KAV9	135,000.00	ALPHABET INC 3.875 11/15/2028	99.914	3.91%	(134,883.90)	0.00	(134,883.90)	0.00

TRANSACTION LEDGER

City of Santa Paula | Account #10939|07/01/2025 Through 12/31/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Purchase	11/20/2025	023135CS3	205,000.00	AMAZON.COM INC 3.9 11/20/2028	99.978	3.91%	(204,954.90)	0.00	(204,954.90)	0.00
Purchase	11/20/2025	023135CS3	200,000.00	AMAZON.COM INC 3.9 11/20/2028	100.243	3.81%	(200,486.00)	0.00	(200,486.00)	0.00
Purchase	12/05/2025	91282CPK1	1,000,000.00	UNITED STATES TREASURY 3.5 11/15/2028	99.891	3.54%	(998,906.25)	(1,933.70)	(1,000,839.95)	0.00
Purchase	12/16/2025	24422EXB0	400,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	102.627	3.87%	(410,508.00)	(8,360.00)	(418,868.00)	0.00
Purchase	12/16/2025	58933YBW4	400,000.00	MERCK & CO INC 3.85 03/15/2029	99.913	3.88%	(399,652.00)	(513.33)	(400,165.33)	0.00
Total Purchase			**6,365,000.00**				**(6,372,680.05)**	**(28,330.80)**	**(6,401,010.85)**	**0.00**
TOTAL ACQUISITIONS			**6,365,000.00**				**(6,372,680.05)**	**(28,330.80)**	**(6,401,010.85)**	**0.00**
DISPOSITIONS										
Maturity	07/29/2025	459058EP4	(500,000.00)	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 2.5 07/29/2025	100.000	3.30%	500,000.00	0.00	500,000.00	0.00
Maturity	08/15/2025	26442UAA2	(550,000.00)	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	100.000	3.67%	550,000.00	0.00	550,000.00	0.00
Maturity	09/09/2025	931142EW9	(480,000.00)	WALMART INC 3.9 09/09/2025	100.000	4.49%	480,000.00	0.00	480,000.00	0.00
Maturity	09/18/2025	912797PX9	(260,000.00)	UNITED STATES TREASURY 09/18/2025	100.000	4.32%	260,000.00	0.00	260,000.00	0.00
Maturity	10/16/2025	912797QF7	(400,000.00)	UNITED STATES TREASURY 10/16/2025	100.000	4.30%	400,000.00	0.00	400,000.00	0.00
Maturity	11/03/2025	594918BJ2	(625,000.00)	MICROSOFT CORP 3.125 11/03/2025	100.000	4.28%	625,000.00	0.00	625,000.00	0.00
Maturity	11/15/2025	91282CFW6	(600,000.00)	UNITED STATES TREASURY 4.5 11/15/2025	100.000	4.55%	600,000.00	0.00	600,000.00	0.00

TRANSACTION LEDGER

City of Santa Paula | Account #10939|07/01/2025 Through 12/31/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	12/14/2025	92826CAD4	(500,000.00)	VISA INC 3.15 12/14/2025	100.000	3.56%	500,000.00	0.00	500,000.00	0.00
Maturity	12/15/2025	91282CGA3	(335,000.00)	UNITED STATES TREASURY 4.0 12/15/2025	100.000	3.92%	335,000.00	0.00	335,000.00	0.00
Total Maturity			**(4,250,000.00)**				**4,250,000.00**	**0.00**	**4,250,000.00**	**0.00**
Sale	07/07/2025	91282CAB7	(200,000.00)	UNITED STATES TREASURY 0.25 07/31/2025	99.734	2.85%	199,468.75	216.85	199,685.60	(203.69)
Sale	07/07/2025	91282CFK2	(500,000.00)	UNITED STATES TREASURY 3.5 09/15/2025	99.891	4.27%	499,453.13	5,421.20	504,874.33	175.53
Sale	07/14/2025	912797PX9	(240,000.00)	UNITED STATES TREASURY 09/18/2025	99.222	4.32%	238,132.20	0.00	238,132.20	(18.79)
Total Sale			**(940,000.00)**				**937,054.08**	**5,638.05**	**942,692.13**	**(46.95)**
TOTAL DISPOSITIONS			**(5,190,000.00)**				**5,187,054.08**	**5,638.05**	**5,192,692.13**	**(46.95)**

IMPORTANT DISCLOSURES

2025 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BENCHMARK DISCLOSURES

Benchmark	Disclosure
ICE BofA 1-3 Yr US Treasury & Agency Index	The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF SANTA PAULA
AND
CHANDLER ASSET MANAGEMENT, INC.

This Amendment No. 1 to the Professional Services Agreement between the City of Santa Paula and Chandler Asset Management, Inc. ("First Amendment") is made and entered into effective on February 4, 2026 ("Effective Date"), by and between the City of Santa Paula, a municipal corporation, hereinafter referred to as "City" and Chandler Asset Management, Inc. a Corporation, hereinafter referred to as "Consultant".

1. **RECITALS**. This First Amendment is made with reference to the following facts and objectives:

   A. City and Consultant entered into a professional service agreement for investment advisory services, effective November 8th, 2021 and ending June 30, 2026 ("Agreement").

   B. City and Consultant mutually desire to extend the term of the Agreement.

   C. City and Consultant have agreed to continue the same rate schedule as noted in the Agreement and increase the not-to-exceed compensation from $108,000 to $244,000.

NOW, THEREFORE, in consideration of the foregoing recitals, City and Consultant do hereby mutually agree as follows:

1. The Term of the Agreement shall be extended June 30, 2029.

2. City and Consultant agree to not-to-exceed contract amount of $244,000 for fixed fees without City Manager's express approval as detailed in the Agreement.

3. Except as modified by this First Amendment, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall control. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by the First Amendment.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties have signed this First Amendment to be effective as of February 4th, 2026.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer
City Manager

Approved as to Form:

_____
Monica Castillo
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Julie Latshaw
City Clerk

CHANDLER ASSET MANAGEMENT, INC. a Corporation

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Monica Castillo, City Attorney

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 1351 APPROVING AMENDMENT NO. 4 TO THE DEVELOPMENT AGREEMENT (HARVEST AT LIMONEIRA)

Date: February 4, 2026

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends the City Council:

Conduct the second reading of and adopt Ordinance No. 1351, finding that approving Amendment No. 4 to the Development Agreement will not result in new significant impacts or increase the severity of significant impacts addressed in the previously adopted Addendum No. 6 to the Final East Area 1 Environmental Impact Report (EIR) and Addendum No. 4 to the East Area 1 Specific Plan Supplemental EIR and approving Amendment No. 4 to the Development Agreement.

BACKGROUND:

Limoneira Lewis Community Builders, LLC ("LLCB") has initiated a fourth amendment to the current Development Agreement ("Amendment No. 4") for the planned community development known as the Harvest at Limoneira (hereafter, "Harvest"). Home builder Lennar Homes of California, LLC ("Lennar") is also a party to the proposed Amendment No. 4.

The proposed Amendment No. 4 will confer several benefits on the City, namely providing a long-term, perpetual, funding source for future City services, including maintenance and upkeep of the new Sports Park. In exchange, the City is making certain assurances about the expediting of future plan checks and permitting as well as the turnover of public improvements. The Amendment also provides for developer reimbursements and releases the $2 million deposit made by LLCB upon the initiation of the Harvest development, once the 1000th certificate of occupancy is achieved. The City will begin receiving a minimum of $250,000 in fiscal year 2028-29, with annual 4% escalators, to be utilized toward City services such as public safety, landscape maintenance, park maintenance and upgrades, etc.

On November 25, 2025, the Planning Commission adopted Resolution No. 3879 recommending that the City Council adopt an ordinance approving Amendment No. 4 and finding that the proposed changes to the current Development Agreement will not result in new

significant impacts or substantial increase in the severity of significant impacts identified in Addendum No. 6 to the certified EIR and Addendum No. 4 to the East Area 1 Supplemental EIR adopted in March 2024. The Planning Commission also recommended that Paragraph (b) of Section 3.2.2 (Dedication of Water Rights) in proposed Amendment No. 4 require that the actual water use accounting for Sports Park irrigation occur five years instead of two years after the City's final acceptance of Phase 2 of the Sports Park.

On January 14, 2026, the City Council introduced and waived first reading of Ordinance No. 1351 approving proposed Amendment No. 4 with an amendment to add a new section 13 stating "This Fourth Amendment will not go into effect unless the amendment to the CFD No. 1 acquisition agreement in RMA's for improvement areas Band C is approved." On closer inspection of the original ordinance presented for introduction, however, Section 10 of Amendment No. 4 entitled "Effective Date" accomplishes this request. Section 10 states:

"The effective date of this Fourth Amendment shall be the effective date of the City ordinance adopted to authorize approval and execution of this Fourth Amendment and will not go into effect unless and until all property owners vote in favor of changes to the Acquisition Agreement described in Section 2.A. of this Fourth Amendment."

Therefore, the new Section 13 Council directed staff to add would be duplicative and is not needed. The version before Council tonight removes that technical amendment and restores the Ordinance to the form it was originally introduced in. No substantive changes are being made to the Ordinance. The Council is now asked to conduct the second reading of and adopt Ordinance No. 1351 attached as Attachment A, which omits the new Section 13.

ANALYSIS:

Current Development Agreement

On February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement to govern development of Harvest (“Development Agreement”). The development would include up to 1,500 residential units, approximately 240,000 square feet of office, retail, light industrial and assisted living facilities, approximately 19 acres for educational and other civil facilities, and approximately 223 acres of undeveloped land, including open space and agricultural preserves, parks and greenways. On September 21, 2015, LLCB became the successor in interest to the rights, duties and obligations of the Limoneira Company pertaining to the Development Agreement.

On March 18, 2020, the City and the LLCB entered Amendment No. 1 to the Development Agreement (“Amendment No. 1”) amending Section 3.1.1(a) of the Development Agreement to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park.

On April 21, 2021, the City and LLCB again amended the Development Agreement (“Amendment No. 2”) to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the Project, including the improvements to the intersection of State Route 126 and Hallock Drive specified in Mitigation Measure T-1 (the “SR 126/Hallock Improvements”), and to modify the parties' obligations with respect to Public Benefit Housing.

Addenda and operating memoranda had also been executed throughout the years to clarify and interpret the Development Agreement terms, as permitted by the Development Agreement.

On February 21, 2024, the City Council approved a third amendment to the Development Agreement ("Amendment No. 3"), adding and modifying several terms. As a key change, Amendment No. 3 increased the 1,500 dwelling unit limit by 550 units for a new maximum of 2,050 units. It also granted credit for public infrastructure and utilities constructed by LLCB as part of the original 1,500 unit project. In exchange for the additional 550 units, LLCB agreed to make significant additional monetary contributions to the Sports Park and to help finance Rise Santa Paula, an affordable housing project under construction at 18004 E. Telegraph Road. Additionally, the amendment modified timeframes to complete improvements for traffic circulation, established development impact fees for the added 550 units, and updated LLCB's water rights obligations.

Following approval of Amendment No. 3, Lennar acquired real property known as "Phase II" (i.e. the Foothill Neighborhood) of the Harvest project and entered a Partial Assignment and Assumption of Development Agreement with LLCB. As a result, Lennar is a party to the proposed Amendment No. 4.

Proposed Amendment No. 4 to the Development Agreement

A primary goal of proposed Amendment No. 4 is providing the City with long-term revenue sources for public facilities and services, particularly the Sports Park. The amendment also aims to facilitate the completion of traffic-related improvements, enhance efficiency in plan check and permitting, clarify existing reimbursement obligations to LLCB, and address other aspects of Harvest's buildout.

Community Facilities District No. 1 Amendment

Referenced in what will be new section 6.3.4 of Development Agreement is a proposed future amendment to the Community Facilities District No. 1 ("CFD No. 1") Funding, Construction, and Acquisition Agreement ("Acquisition Agreement") and the Rate and Method of Apportionment ("RMA") that apply to property within Harvest. A Community Facilities District (CFD) is a special taxing district that cities and developers use to levy special taxes on parcels in order to finance public facilities and services or repay bonds. The RMA is the formula that determines how the special tax per parcel is calculated.

The Acquisition Agreement divides Harvest into three areas: Improvement Areas A, B and C. Current homeowners, those in Improvement Area A, are assessed an annual CFD special tax on their County property tax bill. This tax pays for debt service on bonds that were sold to investors, proceeds of which are used to reimburse LLCB for the public facilities it is responsible to construct, such as streets, traffic signals, water, sewer, and storm drainage, parks, and landscaping associated with the Harvest. Special taxes leveed that exceed the amount required to pay debt service on outstanding bonds and other permitted expenses are referred to as "surplus special taxes."

If approved early next year, the amendment to the Acquisition Agreement and RMA would provide decades of substantial and reliable revenue for city facilities and services. Starting fiscal year 2028-2029, the City would receive $250,000 (increased 4% annually) in surplus special taxes levied on Improvement Areas B and/or C to pay for ongoing services and

maintenance costs, including for the Sports Park. Improvement Area B covers the Foothill Neighborhood, while Improvement Area C covers the future Santa Paula Creek Neighborhood.

The yearly $250,000 and 4% annual increase from Improvement Area B would continue until either of the following occurs: (1) the end of Fiscal Year 2067-68 or (2) bonds secured by Area B special taxes are fully repaid ("Transition Event"). The same would presumably apply for Improvement Area C.

Once the Transition Event occurs, the City will begin receiving annual proceeds which will bolster the City's opportunity to continue municipal services. While these estimates are contingent upon various market factors, it is anticipated that they will begin to accrue close to $1 million per year and will grow on an annual basis up to $10 million per year in later years.

This event is described in section 6.3.4(ii) as follows:

(ii) calculated separately for each of Improvement Area B and C and as set forth in the applicable RMA, in the fiscal year following the Transition Event (as defined in the applicable RMA to be agreed to by the Parties), the following shall occur: (a) an amount equal to, or equivalent to, approximately fifty percent (50%) of the then applicable maximum annual Special Tax A will become an authorized addition to be added to the then applicable annual Special Tax B maximum tax (and subject to the Annual Escalation Factor defined in the applicable RMA), to be levied perpetually in Improvement Areas B and C, as applicable, to fund ongoing Public Services (as defined in the applicable RMA) (b) Special Tax A in the applicable RMA shall be reduced to $0 and shall no longer be levied against the subject properties in Improvement Areas B and C.

Sports Park

In exchange for the above long-term funding coming from CFD No. 1, should it be amended, the City must permanently maintain the Sports Park as a first-class sports park for the benefit of Santa Paula residents. To meet this standard, the City is required to comply with the Sports Park Maintenance Program attached as Exhibit A to Amendment No. 4.

Also related to the Sports Park, Amendment No. 4 would give General Plan Maintenance Fee credit to LLCB and Lennar in exchange for using the fees to fund construction and maintenance of the park.

Additionally, amended Section 3.2.2(b) requires LLCB to perform an accounting of actual water use for the Sports Park five years after City's final acceptance of Phase 2 of the park. The accounting will be used to adjust the amount of water rights transferred to the City in an amount equal to any shortfall or overage in City's water rights existing at the time of the accounting. And if the City uses reclaimed water to irrigate the park, the City would be required to credit or convey to LLCB the amount of water no longer needed to irrigate the park.

Reimbursement Agreements for Public Improvements

The current Development Agreement entitles LLCB to reimbursement for costs it incurred in constructing public facilities that exceed LLCB's fair share. New Section 7.1.5(e) in Amendment No. 4 would require the City to enter into reimbursement agreements shortly after approval of Amendment No. 4. Specifically, the agreements would reimburse LLCB for

excess construction costs of the Santa Paula Creek Bridge, Hallock and Telegraph intersection improvements, Hallock and SR-126 intersection improvements, certain Santa Paula Street improvements, and a 20-inch water line in Santa Paula Street. Also as a form of reimbursement, rather than pay a $1000/unit traffic impact fee for the 550 units added by Amendment No. 3 to fund a bike trail extension to the Sports Park, LLCB would receive a credit in the equivalent amount.

Expedited Review

Under Section 9.1.2 of the current Development Agreement, the City must develop and implement fast-track municipal development procedures so that design and construction of public improvements and other development proceed expeditiously. Amendment No. 4 creates timelines for expedited review in amended Section 9.1.2 and new Section 7.2.4.

Amended Section 9.1.2 establishes turnaround times and maximum number of reviews for all plan check, permitting, and inspection processes. (See Attachment B.) It also requires the City to provide a deposit amount for plan check within five City working days. The number of "City working days" commences following submission and excludes weekends and government holidays recognized by the City, ending at 5:00 p.m. on the final day of the period. For weeks when City Hall is closed on a Friday, submissions received after noon on Thursdays will be considered submitted on the next weekday that City Hall is open.

Section 7.2.4 addresses the acceptance of public facilities constructed by LLCB and Lennar. It requires City and consultants to use good faith and commercially reasonable efforts to expedite all actions necessary for City acceptance of the public facilities. These efforts include City staff and consultants responding to communications from LLCB and Lennar within three (3) City working days and scheduling a meeting to address any unresolved issues with the City Manager and City Attorney within five (5) City working days of LLCB's or Lennar's request.

Traffic Circulation Infrastructure

For easier control and coordination of citywide projects coinciding with LLCB street widening and intersection improvements, the City and LLCB agreed that LLCB may pay its fair share toward such improvements instead of building them. Those improvements, which would now be completed by the City, are listed below.

1. *Santa Paula Street from 11th Street to the Santa Paula Creek Bridge* – improve both sides of Santa Paula Street, including curbs, gutters, pavement, and landscaping.
2. *Ojai Road (SR-150)/10th Street and Santa Paula Street* – reconfigure and widen intersection.

Road Improvement Delays

Santa Paula Street Improvements

New Section 3.3.2 addresses delays to the following three Santa Paula Street improvements that LLCB remains responsible for building: the Santa Paula Creek Bridge, the Palm Avenue and Santa Paula Street intersection, and the 12th Street and Santa Paula Street intersection. Should there be delays in their completion due to delays in City's acquisition of right-of-way or

outside LLCB's reasonable control, the City is required to treat them as excusable delays. Further, the City may not use these excusable delays as a basis to delay or deny permits or certificates of occupancy for residential units, unless it would cause significant traffic circulation impacts or create a clear and immediate risk of harm to residents.

SR-126/Hallock

In amended Section 3.3.2(b)(i) concerning the widening and reconfiguration of SR-126 and Hallock, Developer is required to make traffic improvements upon City's request if completion of the intersection improvements are delayed for causes beyond LLCB's control.

Additional Terms

Public Storm Drains

New Section 8.6.7 requires the City, upon completion of the entire Harvest project, to take ownership of 24 acres of land containing storm drain basins 1, 2, 3, 4, and Orcutt Channel, with the homeowners association responsible for ongoing maintenance. It also requires the City to consider accepting and maintaining the entire storm drain system after the Transition Event described in the proposed CFD No. 1 Amendment occurs, should it be approved.

Linear Park

Under New Section 8.6.9, LLCB and City will study, analyze. and discuss additional potential improvements to the Santa Paula Creek Linear Greenway and its transfer to the City. The City has proposed a dog park, a maintenance yard, a new community garden, and overflow parking. Additionally, the parties will discuss improvements at the Sports Park, which may include small retail.

ENVIRONMENTAL REVIEW:

The Harvest Project has been the subject of comprehensive environmental review since 2008 conducted in conformance with the requirements of the California Environmental Quality Act (CEQA). An Environmental Impact Report (EIR) analyzing the impacts of the East Area 1 Specific Plan as originally proposed and approved was certified in 2008 (2008 EIR). The City prepared two addendums to the 2008 EIR evaluating minor changes to the approved project. In 2015, the City prepared a Supplemental EIR (2015 SEIR) to analyze an amendment to the approved Specific Plan involving reconfiguration of the approved uses. Since 2015, the City has also prepared three additional Addendums to the 2015 SEIR and six to the 2008 EIR evaluating minor changes to the approved Specific Plan.

Most recently, in March 2024, the City adopted Addendum No. 6 to the certified EIR and Addendum No. 4 to the East Area 1 Supplemental EIR. Upon review of the previous environmental documents, Staff finds that the proposed changes to the Development Agreement will not result in new significant impacts or substantial increase in the severity of significant impacts identified in Addendum No. 6 to the certified EIR and Addendum No. 4 to the East Area 1 Supplemental EIR. Amendment No. 4 does not create new uses or intensities of use, nor does it provide for the construction of new public infrastructure.

STRATEGIC PLAN:

This item furthers the following Strategic Plan 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:

A net gain/loss to the city is difficult to quantify as some fiscal impacts will be short term costs and others long term gains. Amendment No. 4, for instance, contemplates CFD changes that will lead to millions in future permanent revenue. It also includes a commitment to enter reimbursement agreements with LLCB, which are paid for with other projects impact fees and could involve payments over several years. Yet there are also more short-term fiscal impacts associated with the city taking responsibility from LLCB to complete street improvements.

OPTIONS:

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

1. Do not adopt Ordinance No. 1351

ATTACHMENTS:

Att A - Ordinance re Harvest DA Am. 4
Att B - Plan Review and Approval Table

ATTACHMENT A

ORDINANCE NO. 1351

AN ORDINANCE FINDING THAT APPROVING AMENDMENT NO. 4 TO THE DEVELOPMENT AGREEMENT WILL NOT RESULT IN NEW SIGNIFICANT IMPACTS OR INCREASE THE SEVERITY OF SIGNIFICANT IMPACTS ADDRESSED IN THE PREVIOUSLY ADOPTED ADDENDUM NO. 6 TO THE FINAL EAST AREA 1 ENVIRONMENTAL IMPACT REPORT (EIR) AND ADDENDUM NO. 4 TO THE EAST AREA 1 SPECIFIC PLAN SUPPLEMENTAL EIR, AND APPROVING AMENDMENT NO. 4 TO THE DEVELOPMENT AGREEMENT

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

SECTION 1: The City Council finds and declares that:

A. On February 26, 2015, the City entered into that certain First Amended and Restated Development Agreement, recorded on April 27, 2015 as Instrument No. 20150427 ("Development Agreement") with Limoneira Company for the development of what is commonly known as Harvest at Limoneira, a master-planned residential development in Santa Paula, California. The original development included up to 1,500 residential units, an estimated 240,000 square feet of office, retail, light industrial and assisted living facilities, 19 acres for educational and other civic facilities and approximately 223 acres of undeveloped land including open space and agricultural preserves, parks and greenways ("Project").

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("LLCB") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement.

C. On or about March 18, 2020, the City and LLCB entered Amendment No. 1 to the Development Agreement ("Amendment No. 1") amending Section 3.1.1(a) of the Development Agreement to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park.

D. On April 21, 2021, the City and LLCB again amended the Development Agreement ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the Project, including the improvements to the intersection of State Route 126 and Hallock Drive specified in Mitigation Measure T-1 (the "SR 126/Hallock Improvements"), and to modify the parties obligations with respect to Public Benefit Housing.

E. Addenda and operating memoranda had also been executed throughout the years to clarify and interpret the Development Agreement terms, as permitted by the Development Agreement.

F. On February 21, 2024, the City Council approved a third amendment to the Development Agreement ("Amendment No. 3"), to among other things (i) vest the Applicant's right to construct the Project with up to 550 additional units consistent with the then pending Specific Plan Amendment, (ii) secure certain additional public benefits to the City, including additional funding for the sports park and affordable housing, (iii) require LLCB to enter into an offsite improvement agreement and post bonds to ensure the timely completion of the Santa Paula Creek Bridge, and (iv) require LLCB to continue to ensure adequate emergency access to the Project, including using good faith efforts to construct an additional emergency access between the project site and E. Telegraph Road along Dike Road and/or Texas Lane, as approved by the City and the Ventura County Fire Department.

G. Following approval of Amendment No. 3, Lennar Homes of California, LLC ("Lennar") acquired real property known as "Phase II" (i.e. the Foothill Neighborhood) of the Project and entered a Partial Assignment and Assumption of Development Agreement with LLCB.

H. In 2025, LLCB initiated a fourth amendment to the Development Agreement ("Amendment No. 4"). Lennar, as an assignee of the Development Agreement, is a party to the proposed Amendment No. 4.

I. Proposed Amendment No. 4 references a future amendment to Community Facilities District No. 1 ("CFD No. 1"), which would provide a substantial long-term, perpetual, funding source for future City services, including maintenance and upkeep of the Sports Park. The amendment, among other terms, also (i) makes assurances about the expediting of future plan checks and permitting as well as the turnover of public improvements, (ii) provides for developer reimbursements for excess costs of public facilities, (iii) releases a $2 million deposit made by LLCB once the project reaches the 1000th certificate of occupancy, and (iv), should the CFD No. 1 amendment be approved, promises the City a minimum of $250,000 starting in fiscal year 2028-29, with an annual 4% escalator, along with significant more funding in later decades, to be utilized toward City services such as public safety, landscape maintenance, park maintenance and upgrades.

J. On November 25, 2025, the Planning Commission of the City of Santa Paula conducted a public hearing pursuant to the provisions of Government Code Section 65867, notice of which was provided in accordance with Government Code Section 65090 and 65091, at which hearing all persons wishing to testify in connection with Amendment No. 4 were heard and at which time Amendment No. 4 was comprehensively reviewed.

SECTION 2: Development Agreement Findings. The City Council makes the following findings pursuant to SPMC Sections 16.234.070 and 16.234.090 and the Government Code:

A. *Amendment No. 4 is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plans.* The amendment is consistent with the following objectives, polices, and land uses of the 2040 General Plan:

   a. Policy LU 1.8 Quality development. Encourage quality development that:
      i. Contributes significant social, economic and aesthetic benefits to Santa Paula and its citizens.

   b. Policy LU 3.2 Public amenities. Provide sufficient land for amenities to enrich the lives of citizens, such as parks, open space, community gardens and farmers markets, cultural facilities such as theaters and museums, and preservation of natural and historic places.

   c. Goal CM 1 A safe, efficient and well-funded circulation network correlated with existing and future land uses to support the mobility needs of pedestrians, bicyclists, public transportation, motorists, children, seniors, persons with disabilities, movers of commercial goods, and emergency vehicles.

   d. Goal PSU 6.1 Parks and recreational amenities. Enhance existing amenities such as parks, trails and recreational facilities, and encourage the provision of additional facilities to enrich the quality of life for current and future residents, visitors and employees in Santa Paula. Parks, recreational areas, open spaces, natural areas, civic and cultural resources should be accessible to all, including children, adults, seniors and those with disabilities.

   In addition, the project site is designated “Specific Plan” in the General Plan Land Use Map. It is zoned SP-3 which makes it subject to the regulations and standards in the East Area 1 Specific Plan. Amendment No. 4 does not conflict with the specific plan, and does not require changes to land uses or provide for the addition of new homes or structures. Amendment No. 4’s changes pertain to permit processing, developer reimbursement, redefined roles for certain street improvements, funding for public facilities and services, and other changes related to buildout of the approved project. Amendment No. 4 is therefore consistent with the East Area 1 Specific Plan.

B. *Amendment No. 4 is compatible with the uses authorized in, and the regulations prescribed for the zone in which the real property is or will be located.* The project site affected by Amendment No. 4 is designated “Specific Plan” in the General Plan Land Use Map. It is zoned SP-3 which makes it subject to the regulations and standards in the East Area 1 Specific Plan. Amendment No. 4 does not conflict with the specific plan, and does not require changes to land uses or provide for the addition

of new homes or structures. Amendment No. 4's changes pertain to permit processing, developer reimbursement, redefined roles for certain street improvements, funding for public facilities and services, and other changes related to buildout of the approved project. Amendment No. 4 is therefore compatible with the uses authorized in, and the regulations prescribed for, zone SP-3.

C. *Amendment No. 4 will promote public convenience, general welfare and good land use practice*. Amendment No. 4 will promote public convenience, general welfare and good land use practice. Amendment No. 4 documents a future CFD No. 1 amendment, which, if approved, will provide a substantial long-term, perpetual, funding source for future City services, including maintenance and upkeep of the new Sports Park. The proposed amendment also promotes efficient, expedient coordination between LLCB and City for the completion of public facilities, including the Santa Paula Creek Bridge.

D. *Amendment No. 4 will not adversely affect the orderly development of property or the preservation of property values*. Amendment No. 4 will not adversely affect the orderly development of property or the preservation of property values. Amendment No. 4 documents a future CFD No. 1 amendment, which, if approved, will provide a substantial long-term, perpetual, funding source for future City services, including maintenance and upkeep of the new Sports Park. The proposed amendment also promotes efficient, expedient coordination between LLCB and City for the completion of public facilities, including the Santa Paula Creek Bridge, and establishes a maintenance program for the Sports Park. The significant, ongoing funding source, contributions and care for the Sports Park, and processes to facilitate faster construction encourage orderly development and preserve property values.

E. *Amendment No. 4 will promote and encourage the development of the proposed project*. Amendment No. 4 will promote and encourage the development of the proposed project because it establishes timeframes for expedited plan check and permitting.

F. Amendment No. 4 is consistent with the provisions of Government Code sections 65864 through 65869.5 for the reasons cited in Subsections A through E, above.

SECTION 3: Environmental Assessment. The Planning Commission recommends City Council make the following environmental findings:

A. An Environmental Impact Report (EIR) analyzing the impacts of the EA1 Specific Plan as originally proposed and approved was certified in 2008 (2008 EIR). The City prepared two addendums to the 2008 EIR (FEIR) evaluating minor changes to the approved project. In 2015, the City prepared a Supplemental EIR (2015 SEIR) to analyze an amendment to the approved Specific Plan involving reconfiguration of the approved uses. Since 2015, the

City has also prepared two additional Addendums to the 2015 SEIR and 2008 EIR evaluating minor changes to the approved Specific Plan. In March 2024, the City adopted Addendum No. 6 to the 2008 EIR and Addendum No. 4 to the 2015 SEIR.

B. Proposed Amendment No. 4 is within the scope of the project analyzed in Addendum No. 6 to the previously certified 2008 EIR and Addendum No. 4 to the previously certified 2015 SEIR. None of the conditions described in the California Environmental Quality Act (CEQA) Guidelines § 15162 call for preparation of a subsequent or supplemental EIR have occurred. Therefore, no further CEQA documentation is required.

SECTION 4: Approval. The City Council hereby approves Amendment No. 4 attached as Exhibit "A", incorporated herein by this reference, and authorizes the City Manager to execute Amendment No. 4 on behalf of the City in a form approved by the City Attorney.

SECTION 5: Summaries of Information. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications, and to this end the provisions of this Ordinance are severable.

SECTION 7: Notice. The City Clerk is directed to certify the passage and adoption of the Ordinance, make a note of the passage and adoption in the records of this meeting, and within fifteen days after the passage and adoption of this Ordinance cause it to be published and posted in accordance with California law.

SECTION 8: Recording. The City Clerk is further directed to record Amendment No. 4with the Ventura County Recorder within ten calendar days after the City enters into Amendment No. 4 with the LLCB and Lennar.

SECTION 9: This Ordinance will become effective on the 31st day following its passage and adoption.

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PASSED AND ADOPTED this _____ day of _____ 2026.

_____
Carlos Juarez, Mayor

ATTEST:

_____
Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

EXHIBIT A

Development Agreement Amendment No. 4

[attached behind]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Santa Paula
970 Ventura Street,
Santa Paula, California 93060
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

AMENDMENT NO. 4 TO THE FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA, LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC

This Amendment No. 4 to the First Amended and Restated Development Agreement (the "Fourth Amendment"), dated _____, 2026 for reference purposes only, is made by and between the CITY OF SANTA PAULA, a California municipal corporation ("City"), and LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("LLCB"), and LENNAR HOMES OF CALIFORNIA, LLC, a Delaware limited liability company ("Lennar"), and with reference to the following facts and objectives:

R E C I T A L S

A. On or about February 26, 2015, the City and Limoneira Company entered into a First Amended and Restated Development Agreement, recorded on April 27, 2015 as Document No. 20150427 of the Official Records ("Original Development Agreement") for developing the area commonly known as "East Area 1." On or about September 21, 2015, Developer became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement.

B. On March 18, 2020, Section 3.1. l(a) of the Original Development Agreement was amended to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park ("Amendment No. 1").

C. On April 21, 2021, the City and LLCB again amended the Original Development Agreement, recorded April 29, 2021 as Document No. 20210429-00086553-0 of the Official

Records ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the project, including the improvements to the intersection of State Route 126 and Hallock Drive specified in Mitigation Measure T-1 (the "SR 126/Hallock Improvements"), and to modify the parties obligations with respect to Public Benefit Housing.

D. On March 23, 2024, the City and LLCB further amended the Original Development Agreement, recorded April 29, 2021 as Document No. 2024000019101 of the Official Records ("Amendment No. 3") to, among other things, revise the mix of allowed uses to increase the maximum number of residential units within the Project Site by 550 units for a total of 2050 units consistent with Specific Plan Amendment No. 3, and to revise the Original Development Agreement, as previously amended, to address these additional units. The Original Development Agreement and Amendment Nos. 1, 2 and 3, as clarified and supplemented with all Operating Memoranda executed by the parties as of the Effective Date of this Fourth Amendment, are collectively referred to herein as the "Development Agreement".

E. On or about April 30, 2024, Lennar acquired real property known as "Phase II" of East Area 1 that is subject to the Development Agreement. In connection therewith, a Partial Assignment and Assumption of Development Agreement from LLCB to Lennar was recorded in the Official Records on April 30, 2024, as Document No. 2024000024929 (the "Assignment").

F. Pursuant to the Assignment and Section 6.3 of the Development Agreement, the City must in good faith cooperate with Lennar to establish a Mello-Roos District or other financing mechanism upon Lennar's request. Additionally, except for Sections 7.1.7 (Reimbursement of City Funds) and 7.1.6 (Dedications), the Assignment entitles Lennar to rights and subjects it to obligations in Article 7 (Commitments of City and Developer Related to Public Improvements) to the extent contractually agreed upon by Lennar and LLCB.

G. The purpose of this Fourth Amendment is to, among other changes, (i) enhance the City's long-term ability to fund maintenance costs for the Santa Paula Creek Sports Park by providing for a reallocation of a portion of the special taxes collected from CFD No. 1 to fund a portion of the City's ongoing maintenance costs, (ii) clarify and adjust certain traffic related LLCB requirements to better coincide with the anticipated completion of the Santa Paula Street Bridge, (iii) improve the efficiency of plan check and permitting to facilitate project buildout, (iv) facilitate enhanced cost recovery for public facilities constructed by LLCB, and (v) correct the date of the Potable Water System Master Plan Amendment in Section 3.2.2.

In consideration of the foregoing and pursuant to Section 10.1.2 of the Development Agreement, the Development Agreement is hereby further amended as follows:

AGREEMENT

1. Revisions to Article 3. Article 3 (Public Benefits) of the Development Agreement is amended as follows:

A. Paragraph (b) of Section 3.2.2 (Dedication of Water Rights) of the Development Agreement, as previously amended in Amendment No. 2 to the First Amended and Restated Development Agreement, is amended in its entirety to read as follows:

"(b) Final Maps After January 1, 2024. This paragraph governs the dedication of water rights to the City with respect to final maps recorded after January 1, 2024. That certain East Area One Potable Water System Master Plan dated August 2017 ("PWMP") for the Project was updated in 2023 by that certain Potable Water System Master Plan Amendment dated December 29, 2023 based on actual water usage data for the 316 single-family homes occupied for all of 2022. The PWMP has been approved by the City (the "Final PWMP"), and the final water usage numbers are subject to further adjustment as specified herein. Upon recordation of the first final map recorded after January 1, 2024, Developer must transfer groundwater production equivalent to the Demand Rates set forth in Table 1 of the Final PWMP for the uses encompassed in that tract map, which includes the additional 25% buffer required under the SPMC. Developer must perform a water use study and monitoring program one year after issuance of the last certificate of occupancy for said tract to determine the actual per capita water use for the residential users within the Project, and City agrees to cooperate in good faith by timely providing all necessary information regarding actual water use. To the extent that the actual per capita residential use exceeds the 64 gpd rate, then Developer must transfer additional water rights to the City. To the extent that the actual per capita residential use is less than the transferred water rights, such excess transferred water rights can be applied as a credit toward satisfying the water rights transfer required for the second tract map. The actual per capita residential use rate for the first tract map or 64 gpd, whichever is less, will be used to calculate the projected water demand for the for the second final tract map, and the water rights for the second tract map must be transferred to the City prior to recordation of the second final tract map. This procedure must be repeated for each subsequent final map through buildout of the Project. Five years after City's final acceptance of Phase 2 of the Sports Park, including approval and acceptance of the turf and irrigation, Developer will perform an accounting of actual water use for the Sports Park and adjust the amount of water rights transferred to the City in an amount equal to any shortfall or overage in City's water rights existing at the time of the accounting. In the event the City uses reclaimed water to irrigate the Sports Park in the future, the parties will perform an updated accounting of water use, and the City will convey an amount of water rights equal to or grant credit to Developer for the water rights no longer needed to irrigate the Sports Park. The groundwater rights transferred to City pursuant to this section are subject to Developer's right to use such water for construction and irrigation purposes as set forth in Section 8.6.1 of the Development Agreement. As of September 1, 2023, Developer has transferred approximately 155.16 AFY to the City pursuant to this Section 3.2.2."

B. Paragraph (b) of Section 3.3.1 (Santa Paula Street) of the Development Agreement, as previously amended in Amendment No. 2 to the First Amended and Restated Development Agreement, is amended in its entirety to read as follows:

"(b) Off-Site Improvements. Before or concurrent with the completion of the Santa Paula Street Bridge, or at such later date as may be directed by the City Manager to facilitate

completion of the City's planned improvements to Santa Paula Street, Developer must pay an in lieu fee for the Project's fair share costs for improving both sides of the City's existing right-of-way of Santa Paula Street from 11th Street to the Santa Paula Street Bridge, including curbs, gutters, pavement and landscaping. Developer does not have any obligation to pay any fees or costs associated with undergrounding any utilities along Santa Paula Street, or to construct any improvements in this location."

B. Subparagraph (b)(i) of Section 3.3.2 (Traffic Circulation Infrastructure) of the Development Agreement, as previously amended in Amendment No. 2 and Amendment No. 3 to the First Amended and Restated Development Agreement, is amended in its entirety to read as follows:

"(i) SR-126/Hallock. Notwithstanding Mitigation Measure T-1 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must widen and reconfigure the intersection of SR-126 and Hallock Drive, as described in said Mitigation Measure, before City issues a final certificate of occupancy for the 1,000th residential dwelling unit in the Project. Developer represents and City agrees that the widening and reconfiguring of the SR-126 and Hallock Drive intersection in conformance with the final improvement plans approved by City (to the extent outside the Caltrans-approved plans) and Caltrans (e.g. Encroachment Permit No. 07-23-N-OP-1845 issued September 18, 2023, as may be further modified and approved by Caltrans prior to completion of construction) shall satisfy the requirements of Mitigation Measure T-1. Should completion of the intersection improvements be delayed for causes beyond Developer's control (e.g., needed property acquisitions and agency approvals), and the delay causes significant traffic circulation impacts, Developer agrees to make traffic improvements necessary to mitigate those impacts. Such improvements shall be made upon City's request and at no cost to the City."

C. Subparagraph (c)(vi) of Section 3.3.2 (Traffic Circulation Infrastructure) of the Development Agreement, as previously amended in Amendment No. 2 and Amendment No. 3 to the First Amended and Restated Development Agreement, is amended in its entirety to read as follows:

"(vi) SR-150/10th/Santa Paula. Consistent with Mitigation Measure T-7 set forth in the EAO FEIR, before or concurrent with the completion of the Santa Paula Street Bridge, or at such later date as may be directed by the City Manager to facilitate completion of the City's planned improvements to Santa Paula Street, Developer may instead of completing the improvements pay an in lieu fee for the Project's fair share costs for reconfiguring and widening the intersection of Ojai Road (SR-150)/10th Street and Santa Paula Street as described in Mitigation Measure T-7.

D. Subparagraph (f) of Section 3.3.2 (Traffic Circulation Infrastructure) of the Development Agreement, as previously amended in Amendment No. 2 and Amendment No. 3 to the First Amended and Restated Development Agreement, is amended in its entirety to read as follows:

"(f) City Assistance. City must cooperate with Developer and exercise its powers to implement the traffic and circulation mitigation measures set forth above and in the SEIR and EAO

FEIR. Such cooperation shall be as set forth in Section 7.2.1, including acquiring any additional right-of-way from any third-party property owners required for the improvements to be constructed by Developer."

E. A new Subparagraph (g) of Section 3.3.2 (Traffic Circulation Infrastructure) of the Development Agreement, as previously amended in Amendment No. 2 and Amendment No. 3 to the First Amended and Restated Development Agreement, is added to read as follows:

"(g) Delays to Santa Paula Street Improvements. In the event of any delays in completion of a Santa Paula Street Improvement required in this Article resulting from delays associated with the City's acquisition of required right-of-way, or other causes outside Developer's reasonable control, such delays shall be considered excusable delays, and in no event shall such excusable delays be used by the City as a basis for delaying or denying the issuance of any permits or certificates of occupancy for residential units within the Project, unless the City determines doing so would cause significant traffic circulation impacts or a clear and immediate risk of harm to the health, safety, and welfare of residents. The term "Santa Paula Street Improvement" is defined as any one of the following:

1. The Santa Paula Street Bridge, described in Section 3.3.1(a);

2. Improvements to Santa Paula Street from 11th Street to the Santa Paula Street Bridge for which the City is responsible, described in Section 3.3.1(b);

3. Reconfiguration and widening of the intersection at Ojai Road (SR-150)/10th Street and Santa Paula Street for which the City is responsible, described in Section 3.3.2(c)(vi), provided that Developer pays its fair share;

4. Reconfiguration of the intersection at Palm Avenue and Santa Paula Street, described in Section 3.3.2(c)(vii); and/or

5. Installation of a traffic signal and reconfiguration of the intersection at 12th Street and Santa Paula Street, described in Section 3.3.2(d)(i)."

2. Revisions to Article 6. Article 6 (Financial Commitments of City and Developer) of the Development Agreement is hereby amended as follows:

A. A new Section 6.3.4 is added to the Development Agreement to state as follows:

"**6.3.4 Amendment of Community Facilities District No. 1.** Concurrently with approval of the Fourth Amendment to the Development Agreement, the City agrees to amend the Community Facilities District No. 1 ("CFD No. 1") Funding, Construction, and Acquisition Agreement ("Acquisition Agreement") and Rate and Method of Apportionment for Improvement Areas B and C (each an "RMA") to increase the long-term revenue to the City for ongoing maintenance and operations costs, including for the Santa Paula Creek Sports Park, to provide for

the following: (i) annually, beginning with special tax collections from fiscal year 2028-29, the first available aggregate amount of Two Hundred Fifty Thousand Dollars ($250,000) (increased at 4% per annum) of surplus special taxes generated from Improvement Areas B and/or C, will be allocated to and retained by the City to fund ongoing services and maintenance costs, including without limitation maintenance costs of the Sports Park and other parkways in the Project area; (ii) calculated separately for each of Improvement Area B and C and as set forth in the applicable RMA, in the fiscal year following the Transition Event (as defined in the applicable RMA to be agreed to by the Parties), the following shall occur: (a) an amount equal to, or equivalent to, approximately fifty percent (50%) of the then applicable maximum annual Special Tax A will become an authorized addition, and shall be added, to the then applicable annual Special Tax B maximum tax (and subject to the Annual Escalation Factor defined in the applicable RMA), to be levied perpetually in Improvement Areas B and C, as applicable, to fund ongoing Public Services (as defined in the applicable RMA), including maintenance of the Santa Paula Creek Sports Park, and (b) Special Tax A in the applicable RMA shall be reduced to $0 and shall no longer be levied against the subject properties in the applicable Improvement Area. At the Developer's request prior to the close of escrow of the first home in Improvement Area C, the City shall agree to conduct change proceedings to increase the Special Tax A and Special Tax B rates in order to adjust to increased expected base sales prices of the homes in Improvement Area C and provided that, with such increases, the total effective tax rate for the homes in Improvement Area C will not exceed 2% of the expected base sales prices of such homes. In consideration for this additional long-term funding, the City agrees to permanently maintain the Santa Paula Creek Sports Park in accordance with the Sports Park Maintenance Program attached as Exhibit N to ensure the Santa Paula Creek Sports Park remains a first-class sports park for the benefit of the City's residents."

3. Exhibit A (Sports Park Maintenance Program) to this Fourth Amendment is added as Exhibit N to the Development Agreement.

4. Revisions to Article 7. Article 7 (Commitments of City and Developer Related to Public Improvements) of the Development Agreement is hereby amended as follows:

A. A new subsection (e) is added to Section 7.1.5(e) of the Development Agreement to state as follows:

"(e) Consistent with the requirements of this Section 7.1.5 to facilitate reimbursement to Developer for costs incurred by Developer in constructing public facilities that exceed Developer's fair-share obligation, the City agrees to enter into a reimbursement agreement with Developer, either concurrently with approval of the Fourth Amendment to this Agreement or as soon as feasible thereafter, providing for the reimbursement of costs incurred by Developer in excess of its fair share for the Santa Paula Street Bridge, the Hallock and Telegraph Road intersection improvements, the Hallock and SR-126 intersection improvements, the Santa Paula Street Improvements (defined in 3.3.2(g)(1), (4) & (5) above), and the twenty inch (20") off-site water line improvements in Santa Paula Street. The reimbursement to Developer shall come from DIF or other fair share payments from other benefitted developments/property owners, as well as a full credit to Developer for the $1,000/unit traffic DIF required for the final 550 residential units in the Project under the last sentence of Section 3.9.2(f) of the Third Amendment to the First Amended and Restated Development Agreement. For the avoidance of doubt, nothing in this

subsection shall require the City to reimburse Developer from funds other than cash reimbursements from, or fee credits toward, applicable City DIF fees. If the City uses the foregoing sources to reimburse Developer, Developer shall not request reimbursement from CFD No. 1 bond proceeds absent an accounting that prevents duplicative payment."

B. Section 7.2.4 of the Development Agreement is amended to add the following at the end of the Section:

"To facilitate timely acceptance of all public facilities as required by this Section and Subdivision Map Act, the City agrees to use its good faith and commercially reasonable efforts to expedite all inspections, reviews, punch lists, notices, signatures, and other actions by City employees and third party consultants necessary for acceptance of all public facilities constructed by Developer, including without limitation responding to all communications from Developer within three (3) City working days and scheduling a meeting to address any unresolved issues with the City Manager and City Attorney within five (5) City working days of a request for same by Developer. "City working days" will be calculated as described in Section 9.1.2. Nothing in this Section voids the procedure for dedication and acceptance of facilities set forth in Section 11 of the Acquisition Agreement."

5. Revisions to Article 8. Article 8 (Other Commitments of City and Developer) of the Development Agreement is hereby amended as follows:

A. New Sections 8.6.7, 8.6.8, and 8.6.9 are added to the Development Agreement to state as follows:

"8.6.7 City Ownership of Public Storm Drain Basins. Upon completion of the Project, City agrees to promptly take fee title to the land containing storm drain basins 1, 2, 3, 4, and Orcutt Channel, consisting of a total of approximately 24 acres, which title shall be subject to the ongoing maintenance obligations of the Project homeowners association. The parties shall cooperate in executing such additional documents and taking such further actions as may be reasonably necessary to carry out the provisions of this Section. Furthermore, upon the occurrence of paragraph (ii) of Section 6.3.4 above the City shall consider accepting and maintaining the entire storm drain system in the Project.

"**8.6.8 Additional Sports Park Contribution.** In exchange for General Plan Maintenance Fee credit, Developer (which term includes any applicable builder) will pay an amount equivalent to the General Plan Maintenance Fee due to the City, calculated based upon applicable development plans for the Project. Payment for the Foothill Village and Independence at Limoneira neighborhoods calculated at $5.26 per $1,000 permit valuation of each residential unit and non-residential building, shall be due within 30 days upon City's request. Funds shall only be used to fund the construction or maintenance of the Santa Paula Creek Sports Park.

"**8.6.9 Santa Paula Creek Linear Greenway.** LLCB and City agree to study, analyze, and discuss improvements to and transfer of the Santa Paula Creek Linear Greenway to City, as well as improvements to the Santa Paula Creek Sports Park which may include small retail uses at the park."

B. The last sentence of Section 8.8 (Fiscal Impact Deposit) is hereby amended and replaced in its entirety by the following:

"Notwithstanding anything to the contrary set forth in this Section 8.8, upon issuance of the one thousandth (1,000th) certificate of occupancy within the Project, City shall promptly release and refund to Developer the Two Million Dollar ($2,000,000) Fiscal Shortfall Deposit, including any remaining interest earned thereon."

6. Revisions to Article 9. Article 9 (Consideration of Permits and Approvals) of the Development Agreement is hereby amended as follows:

A. Section 9.1.2 of the Development Agreement is amended to add the following at the end of the Section:

"To facilitate the expedited review required by this Section 9.1.2, City agrees to coordinate with Developer and establish agreed turn-around times and the maximum number of reviews for all plan check, permitting, and inspection processes applicable to the Project, which the City will apply to all internal staff reviews and all third party contract firms and personnel, and will endeavor to incorporate such terms into the applicable agreements with all third party consultants retained by the City to perform services in connection with the Project. At a minimum, these limits shall include the following: (i) all initial submissions shall be reviewed for completeness within five (5) City working days and shall be deemed complete unless City provides written notification of the information needed for completeness within such period; (ii) the City's first plan check process must be completed and all comments provided within twenty (20) City working days from a complete submission, after which comments shall be limited to issues raised by City's comments, Developer's responses, or plan revisions; (iii) the City's second plan check process must be completed and all comments on plan revisions provided within ten (10) City working days from resubmission by Developer that is responsive and includes written responses to all City comments; (iv) the City's third and final plan check and plan approval must occur within ten (10) City working days from resubmission by Developer upon confirmation that all applicable project conditions, codes, regulations and engineering standards are met. Non-compliance shall require subsequent review; (v) following City plan approval and during construction, the City shall have one-half the time periods specified above in paragraphs (ii), (iii), and (iv) for any subsequent plan changes and the City shall have five (5) City working days to respond to Developer-required submittals of materials specifications to the City. City shall provide a deposit amount for plan check within three (3) City working days of receipt of an initial submittal.

As used in this Section, the number of "City working days" commences on the weekday following submission and excludes weekends and government holidays recognized by the City, and each specified period ends at 5:00 p.m. on the final day of the period. As of the writing of this Agreement, City Hall is closed every other Friday. For a week when City Hall is closed Friday, submittals must be delivered by noon on the Thursday of that week. If they are submitted after

noon, they will be treated as though submitted on the next weekday City Hall is open, generally a Monday.

7. Relationship to Lennar Assignment. Except for Sections 2, 4, and 6, and new Section 8.6.8 (Additional Sports Park Contribution) in Section 5, the amendments made in this Fourth Amendment to the Development Agreement are not applicable to Lennar.

8. Cooperation; Further Acts. Each party agrees to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Fourth Amendment. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Fourth Amendment.

9. Integration. This Fourth Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this Fourth Amendment conflicts with the Development Agreement, or any operating memorandum thereto, this Fourth Amendment supersedes the Development Agreement, the prior amendments thereto, and all operating memoranda. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. From and after the Effective Date of this Fourth Amendment, whenever the term "Agreement" appears in the Development Agreement, it shall mean the Development Agreement as amended by the First Amendment, the Second Amendment, Third Amendment, and this Fourth Amendment. This Fourth Amendment shall be recorded against the Project Site following its full execution.

10. Effective Date. The effective date of this Fourth Amendment shall be the effective date of the City ordinance adopted to authorize approval and execution of this Fourth Amendment and will not go into effect unless and until all property owners vote in favor of changes to the Acquisition Agreement described in Section 2.A. of this Fourth Amendment.

11. Counterparts. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

12. Authority. The person or persons executing this Fourth Amendment on behalf of the City, LLCB, and Lennar warrant and represent that they have the authority to execute this Fourth Amendment and the authority to bind the City, LLCB, and Lennar, as applicable, to the performance of their respective obligations hereunder.

SIGNATURE PAGE
TO
FOURTH AMENDMENT
TO
DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the Parties have signed this Fourth Amendment, by and through the signatures of their authorized representatives as of the dates indicated below.

CITY OF SANTA PAULA,
a California municipal corporation

By:_____
Dan Singer
City Manager

Date: _____

ATTEST:

_____
Julie Latshaw
City Clerk

Date: _____

APPROVED AS TO FORM:

_____
Monica Castillo
City Attorney

Date: _____

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware Limited Liability Company

By:_____
Limoneira Authorized Agent

Date: _____

By:_____
Lewis Authorized Agent

Date: _____

LENNAR HOMES OF CALIFORNIA, LLC
a Delaware Limited Liability Company

By:_____

Its: _____

Date: _____

EXHIBIT A

Sports Park Maintenance Program

[attached behind]

SPORTS PARK
MAINTENANCE PROGRAM

1. Warm Season (June to August)
    1. Active Sports Areas (Soccer and Baseball field)
        1. Irrigation schedule and saturation
            1. Programs to be adjusted based on weather and soil saturation.
            2. Watering scheduled for night and early morning.
            3. Every day for 15 minutes adjusted for saturation levels.
        2. Mowing 2 x week for active sports areas (soccer and baseball)
            1. 1/2”-5/8” on Bermuda. Recommend scaping of turf once every two months in growing season.
            2. Mowing pattern to be varied
        3. Fertilizing once every 8 weeks, or as needed using 12-8-16 ratio of 1LB nitrogen/1,000 sq. ft.
        4. Aeriation (coring) every two months using 3⁄4- to 1-inch-diameter tines that remove soil cores. Reminder that anything below 3” depth will run into subgrade rocks.
        5. Weed abatement treated as needed in spring and fall using. Product to be based on what type of weeds are being eradicated.
    2. Passive Areas
        1. Irrigation schedule and saturation
            1. Programs to be adjusted based on weather and soil saturation.
            2. Watering scheduled for night and early morning.
            3. Every day for 15 minutes adjusted for saturation levels. This can be a baseline dependent on the activities scheduled and weather. Longer cycles and less frequent creates healthier turf.
        2. Mowing 1 x week for passive areas (all other turf including berm)
            1. 1 1/2” to 2 ½” mowing height
            2. Mowing pattern to be varied
        3. Fertilizing once every 8 weeks, or as needed using 12-8-16 ratio of **½-¾** LB nitrogen/1,000 sq. ft.
        4. Aeriation (coring) every six months using 3⁄4- to 1-inch-diameter tines that remove soil cores. Aerification in these areas will be a challenge due to rock in soil. Recommend only solid tine to reduce risk of coring rock to the surface.
        5. Weed abatement treated as needed in spring and fall using product selection will be based upon what you are trying to treat post emergent.

2. Mild/Winter (Sept to May)

    1. Similar to warm season except:
        1. Reduced irrigation depending on weather.
        2. Reduced mowing frequency depending on growth.
        3. Reduced fertilization frequency
        4. No weed abatement
        5. No aeriation

ATTACHMENT B

Process Step	Timing Requirement
Initial Submission Completeness Review	Reviewed for completeness within **5 City working days**; deemed complete unless written notice of missing information is provided within that period.
First Plan Check	Completed within **20 City working days** from a complete submission; comments limited to issues raised by City's comments, Developer's responses, or plan revisions.
Second Plan Check	Completed within **10 City working days** from a responsive resubmission with written responses to all comments.
Third & Final Plan Check / Approval	Completed within **10 City working days** from responsive resubmission confirming all conditions, codes, regulations, and standards are met. Non-compliance requires subsequent review.
Construction Phase – Subsequent Plan Changes / Approval	City has **one-half of the time periods** described above for First, Second, and Third/Final.
Construction Phase – Materials Specifications / Approval	City shall respond within **5 City working days** to Developer-required materials specification submittals.
Plan Check Deposit	City shall provide a deposit amount for plan check within **5 City working** days of receipt of an initial submittal.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: PLANS AND SPECIFICATIONS FOR THE PARK AND ORCHARD STREET WATER, SEWER AND PAVING PROJECT

Date: February 4, 2026

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize staff to make all budget adjustments necessary to complete CIP 9405 - Park and Orchard Street Water, Sewer and Paving Project.
2. Adopt Resolution No. 7601 approving the plans and specifications for the CIP 9405 - Park and Orchard Street Water, Sewer and Paving Project;
3. Authorize Staff to advertise for Project bids.

BACKGROUND:

The City's water and sewer systems consist of a network of pipelines that provide for domestic potable water delivery and waste collection for the community. This water and sewer infrastructure is aged in excess of 100 years in many areas and in need of continuing repair to maintain service and function to the City's residences and businesses. The City's capital improvement program (CIP) and associated budget provides for the incremental replacement of aging infrastructure over time. The 2005 Potable Water System Master Plan and the 2005 Wastewater System Master Plan identified needed water and sewer utility improvements for Park and Orchard based on both current and future demands. Subsequent design surveys and related investigation of sewer mains in Park and Orchard Streets revealed additional deficiencies that will be addressed with the proposed project.

Water and sewer pipeline replacement efforts are generally coordinated with the City's Pavement Management Program (PMP) to allow for efficiencies in construction process and minimize disruption to the adjacent community associated with multiple infrastructure construction projects. However, the general cost escalations that have impacted water infrastructure construction have created challenges with water and sewer replacement projects keeping pace with citywide paving efforts associated with the PMP. Pavement conditions along Park and Orchard Streets have continued to deteriorate over time, and the comprehensive rehabilitation of street paving has been awaiting the completion of required water and sewer improvements.

ANALYSIS:

The Park and Orchard Street Water, Sewer and Paving Project (Project) is located in a residential portion of the City bounded by Ojai Road (SR150) on the east and Virginia Terrace on the south (see Exhibit A). The Project contemplates the installation of 1,535 lineal feet of new water main, as well as the replacement of 360 lineal feet of sewer main within Park and Orchard Streets. These systems, which were generally installed in the early 1920's, have exceeded their useful life and are under-sized and in a state of advanced deterioration. Sewer mains located in Park and Orchard Streets have been investigated, and portions of these sewer mains are proposed for replacement as part of the Project. The existing 2" and 3" water mains in Park and Orchard Streets will be replaced with 8" water mains throughout, and these updated water distribution lines will be tied into existing mains in Ojai Road (SR 150) and Virginia Terrace, as well as the lower portion of the Mill Street water main.

Following water and sewer replacement and repair efforts, portions of Park and Orchard Streets damaged by utility trenching will be repaired, and the streets comprehensively overlayed with asphalt paving.

Project Status and Schedule

The Project is currently at 100% Plans, Specifications and Estimates (PS&E), with release for bid pending City Council approval of Resolution No. 7601 contained in Exhibit B, as well as Council authorization to advertise for public bid.

The engineer's construction estimate is $1,630,400, which includes a 15% contingency. An additional allowance for engineering, construction management, inspection and materials testing is estimated at $175,000, for a total of $1,805,400. The anticipated construction schedule is approximately 6 months.

Once bids are received, Staff will review the results and select a recommended responsible bidder. Upon adoption of Resolution No. 7601 approving the plans and specifications for the Project, Staff anticipates returning to Council in April to request construction contract award. The Project plans and specifications are available electronically for public review, utilizing a file link contained in Exhibit C.

STRATEGIC PLAN:

The Project supports the currently adopted Strategic Plan in achieving the following goals:

Infrastructure, Transportation & Mobility

Goal: Maintain and develop the City's infrastructure to be safe, sustainable, innovative and cost-efficient.

FISCAL IMPACTS:

The estimated project cost is $1,805,400 which will require budget transfers as show below on

Table 1.

Table 1: Budget Transfers Required

2025-2026 CIP Program	Account No.	Decrease	Increase
CIP 9180 - Water Main Replacement	620-5-9180-660	$1,205,400	
CIP 9215 Sewer Pipeline Rehab Program	610-5-9215-660	$400,000	
CIP 9359 Citywide Street Preservation and Maintenance	108-5-9359-660	$200,000	
CIP 9405 - Park & Orchard Street, Water, Sewer, Paving Project (Water funded portion)	620-5-9405-660		$1,205,400
CIP 9405 - Park & Orchard Street, Water, Sewer, Paving Project (Sewer funded portion)	610-5-9405-660		$400,000
CIP 9405 - Park & Orchard Street, Water, Sewer, Paving Project (Streets funded portion)	108-5-9405-660		$200,000

OPTIONS:

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

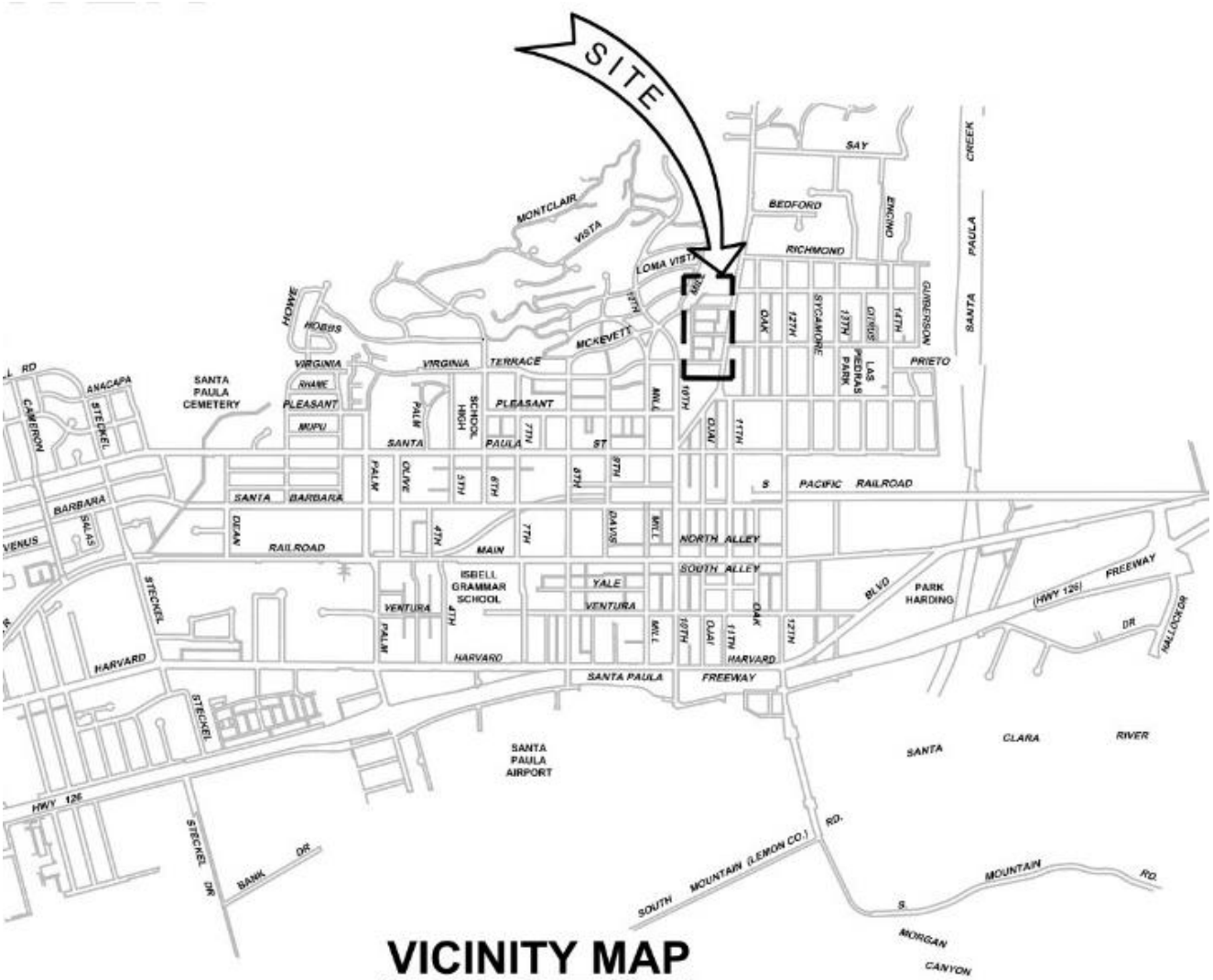
1. Do not approve the plans and specifications for the Park and Orchard Street Water, Sewer and Paving Project, which would delay the release of the project for public bid.
2. Do not approve staff to advertise for Project bids, which will delay the completion of the project.

ATTACHMENTS:

EXHIBIT A - Project Location Map.docx
EXHIBIT B - Resolution_7601-__Approval_of_Plans_and_Specifications_Park_and_Orchard_Water_Sewer_Paving-c2.docx
EXHIBIT C - Project Plans and Specifications (Link).docx

EXHIBIT A

Project Location Map



VICINITY MAP

N.T.S.

EXHIBIT B

Resolution No. 7601

RESOLUTION NO. 7601

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE PARK AND ORCHARD STREET WATER, SEWER AND PAVING PROJECT PURSUANT TO GOVERNMENT CODE SECTION 830.6

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

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

A. The City Engineer reviewed the completed plans and specifications for the Project, and finds said plans and specifications complete, and the Project may be constructed;

B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans, specifications, and construction of the Project.

SECTION 2: The plans and specifications for the Project attached to the February 4, 2026 Staff Report as Attachment C are determined to be consistent with the City standards and are approved by both the Public Works Director, or designee, and the City Council based on the recommendation of the Public Works Department.

SECTION 3: The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

SECTION 4: The approval granted by this Resolution conforms to the City's General Plan and the City Standards.

SECTION 5: The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the plan approved by this Resolution.

SECTION 6: The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 7: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 8: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of February, 2026.

_____
Carlos Juarez, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer, City Manager

EXHIBIT C

Project Plans and Specifications (Link)

Project plans and specifications are available at the link below:

https://app.box.com/s/rt957s3vwxdmdi6n09gejxfvik8fjcta

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Monica Castillo, City Attorney

Subject: DISCUSSION OF URGENCY ORDINANCE TO REGULATE MOBILEHOME PARK RENT ADJUSTMENT APPLICATION FREQUENCY

Date: February 4, 2026

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends the City Council:

1. Discuss whether to direct the City Attorney to prepare an urgency ordinance regulating the frequency of mobilehome park rent adjustment applications.

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.

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. Santa Paula's ordinance does not contain a cap on the number of these applications a park owner may file within a fixed period of time.

Neighboring Jurisdictions

A survey of jurisdictions in Ventura County, summarized below, shows that ordinances generally limit the frequency of rent increases by type, and not the frequency of applications.

Jurisdiction	First Adopted	Regulation
Ventura County	1983	**Limits frequency based on increase type:** 1. CPI - once per year (§81005(b)(1)) 2. Change of Ownership - once every four years (§81005(c))
Moorpark	1993	**Limits frequency based on increase type:** 1. Standard CPI - no sooner than 1 year since last increase (§5.52.050(A)) 2. Operational, Maintenance, Remainder - no sooner than 1 year since last increase (§5.52.060) 3. Fair Return - no stated limit (§5.52.070)
Oxnard	1982	**Limits frequency based on increase type:** 1. CPI Increase - once per year (§24-9) 2. Change of Occupancy - once every 5 years (§24-11) 3. Fair Return - no stated limit (§24-10)
Thousand Oaks	1980	**Limits frequency based on increase type:** 1. CPI - once every 12 months (§5-25.06) 2. Fair Return - no stated limit (§5-25.09)

Ventura	early 1980s	**Limits frequency based on increase type:** 1. Housing Services - once per year (§6.600.070(B)(1)) 2. Capital Improvements - once per year effective on park's rent increase anniversary date (§6.600.070(B)(2) & (G)(5)) 3. CPI - every park's rent increase anniversary date (§6.600.070(F)) 4. Increases Other Than The Above - no stated limit (§6.600.080(C))

To be constitutionally valid on its face, all ordinances must allow the park owner to obtain a fair rate of return on their property, *Birkenfeld v. City of Berkeley* (1976) 17 Cal. 3d 129, 165. Therefore, the city may limit the frequency of rent increase applications, but in doing so it must not deny the owner a fair return.

Applying this law, the following is an example of provision that would most likely be upheld in court:

“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 “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.

Urgency Ordinance Process

Should Council have interest in having the City Attorney prepare an urgency ordinance, the following circumstances apply. Urgency ordinances take effect immediately and require a four-fifths vote of the City Council. They must be for the immediate preservation of the public peace, health or safety, and contain a declaration of facts constituting this urgency.

Because a four-fifths vote is required for the urgency ordinance to pass, support from less than four councilmembers this evening would suggest the ordinance would fail if brought back at a future meeting. Council should therefore provide direction to staff on your interest to move this matter forward or to defer it until a complete ordinance revision is considered.

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:

If the proposed urgency ordinance is later adopted, a potential decrease in the frequency of applications may alleviate staff time associated with processing and the costs of legal services

generally born by the applicant.

OPTIONS:

Not applicable.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Nicholle Azpera, Intern

Subject: 2025-2027 CITY COUNCIL TWO-YEAR STRATEGIC PLAN IMPLEMENTATION PROGRESS REPORT, FISCAL YEAR 25 6-MONTH UPDATE

Date: February 4, 2026

Agenda Item: 11.B

RECOMMENDATION:

Staff recommends City Council:

1. Receive and file a presentation report on the Council's Two-Year Strategic Plan Implementation Progress Report, Fiscal Year 6-Month Update

Presented by: Nicholle Azpera, Management Fellow

BACKGROUND:

On July 2, 2025, the City Council adopted six overarching categories and goals and forty-nine objectives as an operational framework for the City of Santa Paula. The Strategic Goals guide the development of the budget and departmental plans, which drive the allocation of resources and staff time.

The 2025-2027 Strategic Plan (the "Plan") contains the following six categories with goals:

A. INFRASTRUCTURE, TRANSPORTATION & MOBILITY
Goal: Maintain and accelerate the City's infrastructure to be safe, sustainable, resilient, and cost-efficient.

B. ECONOMIC DEVELOPMENT
Goal: Strengthen Santa Paula's economy through business attraction, retention, expansion, job creation, revenue growth, and cultivating a thriving business environment.

C. PUBLIC SAFETY & EMERGENCY PREPAREDNESS
Goal: Provide and maintain a thriving and resilient City that ensures safety, opportunity, and a vibrant quality of life.

D. HEALTHY, CONNECTED & THRIVING COMMUNITY
Goal: Create a thriving and inclusive Santa Paula by delivering sustainable programs, promoting health and safety, and fostering meaningful connections among residents,

businesses, and regional partners.

E. ARTS, CULTURE, AND ENTERTAINMENT
Goal: Become a regional leader of arts, culture, and entertainment that celebrates our unique history and community.

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

The Plan contains 49 strategic objectives. Many objectives intersect across multiple categories, highlighting the importance of cross-departmental coordination and collaboration. These ensure alignment with state and local requirements, especially for goals that require action in the near term.

ANALYSIS:

The 2025-2027 City Council Strategic Plan Progress Report (Exhibit A - Strategic Plan Progress Report) identifies progress made in the first six months since the Plan's adoption towards the six overarching goals and the 49 objectives contained within.

Milestone Metrics

Each objective within the Plan contains defined metrics which are used to gauge staffs efforts towards completion of the objectives. As notated in Exhibit A, the "Status" column assists Council and the public in tracking the progress of each objective. A key is provided below and also displayed as following:

Orange - Completed
Yellow - In Progress/Ongoing
Green - On Track
Dark Green/Black - Not Started

Now 6-months into the 2-year plan, staff can report that 2 objectives have been completed while progress on 35 objectives, with notable success in the following areas:

Completed Strategic Plan Objectives

C. Public Safety & Emergency Preparedness
- Objective #3 - SPPD Facility Upgrades - Pursue funding to complete facility upgrades for Phase II.
  - Complete and ongoing - Funding was approved at the November 5th City Council Meeting.

D. Healthy, Connected, & Thriving Community
- Objective #9 - SPUSD Partnerships - Work with Santa Paula Unified School District to create a joint use agreement for school and city facilities.
  - Complete - The City successfully advanced its partnership with the Santa Paula Unified School District (SPUSD) to support the development of a joint use agreement for school and City facilities. City staff met with District representatives to resume and advance the joint-use process, reestablishing

coordination and shared goals. Progress updates were regularly provided to both the SPUSD Board and City Council through the 2x2 Committee, ensuring transparency, alignment, and consistent communication throughout the process. These collaborative efforts culminated in the development of a Memorandum of Understanding (MOU), which was brought forward to City Council for consideration, marking a key milestone in strengthening shared use of public facilities and enhancing community access. In addition to these core initiatives, SPPD expanded community engagement through new and enhanced events, including Cones with the Cops, Student and Parent Awareness Forums, and Immigration Forums. New Neighborhood Watch groups are also being formed, further reinforcing community partnerships and shared responsibility for public safety.

In addition to these completed objectives, staff has made notable progress on the following items as identified in Exhibit A:

- A. Infrastructure, Transportation, & Mobility
    - Objective #1 - Streets, Sidewalks, & Storm Drains - Accelerate the City's funding and investments to improve infrastructure.
    - Objective #2 - Green Initiatives Explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle (EV) technologies.
    - Objective #3 - *Downtown Parking Lot Experience - Improve and maintain lighting, safety measures, and parking lots within the downtown keeping in mind historical aesthetics. (GP EDD 4.c.)
    - Objective #4 - Bike Master Plan - Create a Class I and II Bike Trail Master Plan and work towards expansion of our existing trails.
    - Objective #5 - Rail Corridor Beautification & Improvements - Work with partners to make improvements to the existing rail corridor.
    - Objective #6 - Bike Trail Beautification & Improvements - Work with partners to beautify and make improvements to the existing and future bike trail pathways.
    - Objective #7 - Public Restrooms - Pursue upgrades to City public restrooms.
    - Objective #8 - Mobility - Engage with Ventura County Transportation Commission (VCTC) re: Short Range Transit Plan to improve mobility options for residents.

- B. Economic Development
    - Objective #1 - Revenue Opportunities - Actively pursue opportunities to increase the City's revenue base.
    - Objective #2 - Regional Employment - Growth and attraction of regional employment hubs.
    - Objective #3 - Downtown Enhancements - Develop guidelines which address architecture, landscaping, streets, and hardscape elements in partnership with the Property Business Improvement District (PBID).
    - Objective #4 - Marketing - Work with partners to invest in the marketing of Santa Paula collectively to promote Santa Paula to increase economic vitality.
    - Objective #5 - Permitting - Streamline application and permitting processes.
    - Objective #6 - Navigational Signage - Attract "passthrough" traffic by improving and implementing new wayfinding or "gateway" signage throughout the City and SR126 to promote business and tourist opportunities.
    - Objective #7 - Business Attraction - Identify and attract businesses that create jobs, increase revenues, and provide services that meet consumer needs.
    - Objective #9 - Economic Development Staff - Explore the creation of a position

dedicated to Economic Development and Vitality goals.

- C. Public Safety & Emergency Preparedness
  - Objective #1 - Cameras - Pursue funding opportunities to expand safety cameras to cover critical infrastructure & public spaces.
  - Objective #2 - Tactical Response - Develop and fund a tactical response program within the department.
  - Objective #4 - SPPD Community Engagement - Develop methods and programs to connect our police with the community, local nonprofits, and businesses.
  - Objective #5 - Emergency Plan - Create an Emergency Preparedness, Response, and Recovery Plan
  - Objective #6 - Emergency Communications - Create community engagement strategies to educate residents prior to and during an emergency.
  - Objective #7 - Emergency Response - Seek funds and grant opportunities to upgrade our dispatch and emergency response systems.
  - Objective #8 - Extreme Weather Mitigation - Develop and explore ways to make the City and the residents more resilient to the impacts of extreme weather

- D. Healthy, Connected, & Thriving Community
  - Objective #2 - Youth Facilities - Explore expansion of youth facilities and resources at Las Piedras Park.
  - Objective #5 - Fagan Barranca Park Master Plan - Pursue funding and build partnerships to implement Master Restoration Plan.
  - Objective #7 - Water/Sewer Bill Assistance - Explore options for low-tomoderate or fixed income residents with programs to assist with water/sewer bills.
  - Objective #8 - Senior Master Plan - Identify goals based on feedback from Senior Master Plan.
  - Objective #10 - Pickle Ball Courts - Explore options for community recreational pickle ball courts.
  - Objective #11 - Housing - Advocate and seek resources for the implementation of the Housing Element 2029 Housing Action Plan.
  - Objective #12 - Unhoused - Address and support the needs of the unhoused including behavioral support.
  - Objective #15 - Community Dog Park - Explore options for a community dog park.

- E. Arts, Culture, & Entertainment
  - Objective #1 - *Public Art & Murals - Support public art and the mural program and pursue methods to increase funding. (General Plan EDD 4.c)
  - Objective #2 -*Advocacy & Education of Historic Resources - Adopt and implement standards and guidelines for new development, alterations to existing structures, and preservation of historic resources within historic districts. (GP ECR 4.c)
  - Objective #3 - Percent for the Arts - Explore policies or programs which could establish a "percent for the arts" ordinance.
  - Objective #4 - Amphitheater Programming - Establish partnerships and collaborations for diverse programming for the Sports Park Amphitheater.

- F. Operational Excellence
  - Objective #1 - Municipal Code - Review the City's municipal code to reduce irrelevant codes and update development codes.
  - Objective #2 - Staff Investment - Develop efforts related to employee retention,

engagement, and career development.
- Objective #3 - Reduce Reliance on Outside Consultants - Ensure the City is providing adequate staffing and filling key positions to reduce reliance on outside consultants.
- Objective #5 - Staffing - Return to Council with a strategic staffing plan based on the City's projected growth.

STRATEGIC PLAN:

Progress in all items contained in this report will continue to advance City Council's objectives.

FISCAL IMPACTS:

There are no direct costs associated with Strategic categories or goals. Specific objectives contained within the plan may have direct fiscal impacts, which have either been incorporated into the FY 2023-25 budget, may require additional funding sources or will need to be approved by Council once a budget has been developed and a project is ready for Council's authorization.

PERSONNEL IMPACTS:

It is important to understand that the vast majority of time spent by City staff is dedicated to mandated, routine and/or responsive tasks. Especially in Santa Paula where staff ratios are extremely burdened and there is limited ability to pursue new initiatives, the capacity to complete the objectives contained in the Strategic Goals is often constrained.

OPTIONS:

The City Council has the following alternative options available:

1. No action is necessary.

ATTACHMENTS:

Exhibit A - Strategic Plan Implemetation Progress report 2025-2027.pdf

Strategic Plan 2025-2027

A. Infrastructure, Transportation & Mobility

Projects	Status	FY 25	Department 1
A1. Streets, Sidewalks, & Storm Drains - Accelerate the City's funding and investments to improve infrastructure.	In Progress/Ongoing	X	Public Works
Projects		**Status**	
1. Staff will provide 5-Year Pavement Management Plan updates to City Council on an annual basis.		In Progress/Ongoing	
2. Review Pavement Condition Index (PCI) changes year-over-year.		In Progress/Ongoing	
3. Explore a sidewalk conditions index/dashboard		Not Started	
4. Explore efficiency methods and techniques which will extend the life of our roads.		Not Started	
5. Conduct a storm drain assessment.		Not Started	
6. Secure equipment to bring more sidewalk repairs in-house.		In Progress/Ongoing	
A2. Green Initiatives Explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle (EV) technologies.	In Progress/Ongoing	X	Public Works
Projects		**Status**	
1. Complete street lighting project on 8th street (Phase I).		In Progress/Ongoing	
2. Apply for grant funding opportunities, provide matching City funding, and explore private/public partnerships to help fund and implement.		Completed	
3. Explore and present findings related to solar options to Council.		Not Started	
4. Continue to seek EV funding and implementation options.		Not Started	
A3. *Downtown Parking Lot Experience - Improve and maintain lighting, safety measures, and parking lots within the downtown keeping in mind historical aesthetics. (GP EDD 4.c.)	In Progress/Ongoing	X	Public Works
Projects		**Status**	
1. Number of lights identified, procured, and is installed.		Not Started	
2. Re-pave and stripe public parking lots.		Not Started	
3. Explore use of shared use agreements for private lots.		Not Started	
A4. Bike Master Plan - Create a Class I and II Bike Trail Master Plan and work towards expansion of our existing trails.	In Progress/Ongoing	X	Public Works
Projects		**Status**	
1. Provide milestone updates on progress related to master plan.		Not Started	
2. Total number of miles of Class I/II bike lanes created.		Not Started	
3. Explore opportunity to use Safe Streets for All (SS4A) funding to assist with these efforts.		Not Started	
A5. Rail Corridor Beautification & Improvements - Work with partners to make improvements to the existing rail corridor.	In Progress/Ongoing	X	Public Works
Projects		**Status**	
1. Priority focus on area east of 10th St.		Not Started	
2. Collaborate with Ventura County Transportation Commission (VCTC), Sierra Northern, and Sunburst Railcars.		Not Started	
A6. Bike Trail Beautification & Improvements - Work with partners to beautify and make improvements to the existing and future bike trail pathways.	In Progress/Ongoing	X	Public Works
Projects		**Status**	
1. Coordinate with Public Works, Parks & Recreation, and Planning to identify and prioritize improvement projects (e.g., landscaping, benches, lighting, wayfinding sign		Not Started	
2. Work with the Police Department and Code Enforcement to increase patrol visibility, address illegal dumping, graffiti, and encampments along the trail.		Not Started	
3. Apply for relevant state/federal grants.		Not Started	
A7. Public Restrooms - Pursue upgrades to City public restrooms.	In Progress/Ongoing		Parks & Recreation
Projects		**Status**	
1. Create a priority list of restrooms to rehabilitate.		In Progress/Ongoing	
2. Implement improvements as funding permits.		In Progress/Ongoing	
A8. Mobility - Engage with Ventura County Transportation Commission (VCTC) re: Short Range Transit Plan to improve mobility options for residents.	In Progress/Ongoing	cing for a location to secu	Public Works
Projects		**Status**	
1. Create a priority list of restrooms to rehabilitate.		Not Started	
2. Implement improvements as funding permits.		Not Started	

B. Economic Development

Projects	Status	FY 25	Department 1
B1. Revenue Opportunities - Actively pursue opportunities to increase the City's revenue base.	In Progress/Ongoing	X	CED
Projects		**Status**	
1. Develop a plan to diversify and enhance various types of sales tax related revenues.		In Progress/Ongoing	
2. Evaluate options to diversify city's revenue base.		In Progress/Ongoing	
3. Research, develop and implement a short term rental (STR) ordinance.		In Progress/Ongoing	
B2. Regional Employment - Growth and attraction of regional employment hubs.	In Progress/Ongoing	X	CED
Projects		**Status**	
1. Advocate and collaborate with Ventura County on Medical Center/Hospital.		In Progress/Ongoing	
2. Advocate and collaborate with Ventura College District on East Campus Expansion.		In Progress/Ongoing	
3. Promote and collaborate with developers related to SP West Business Park and East Area 2.		In Progress/Ongoing	
4. Promote and collaborate with developers related to Lemonwood Industrial Area.		In Progress/Ongoing	
5. Produce marketing materials specific to diverse job creation in Santa Paula as an employment hub.		In Progress/Ongoing	
B3. Downtown Enhancements - Develop guidelines which address architecture, landscaping, streets, and hardscape elements in partnership with the Property Business Improvement District (PBID).	In Progress/Ongoing	X	CED
Projects		**Status**	
1. Work with PBID to develop a list of downtown Property Business Improvement District (PBID) goals.		In Progress/Ongoing	
2. Explore expansion of the downtown PBID.		In Progress/Ongoing	
3. Identification of pavement, lighting, and parking needs, and opportunities.		In Progress/Ongoing	
B4. Marketing - Work with partners to invest in the marketing of Santa Paula collectively to promote Santa Paula to increase economic vitality.	In Progress/Ongoing	X	CED
Projects		**Status**	
1. Form a marketing coalition with key partners (e.g., Chamber of Commerce, Heritage Valley Tourism Bureau, PBID, local businesses, arts/culture groups)		In Progress/Ongoing	
2. Coordinate seasonal or themed campaigns to support local events, downtown promotions, and tourism (e.g., Citrus Festival, murals, agritourism).		Not Started	
3. Track performance data and adjust strategy based on reach, engagement, and economic impact.		Not Started	
B5. Permitting - Streamline application and permitting processes.	In Progress/Ongoing	X	CED
Projects		**Status**	
1. Review and prioritize Citygate recommendations for potential implementation.		In Progress/Ongoing	
2. Implementation of software system to reduce cycle time for application and permitting processes.		On Track	
3. Evaluate, adopt, implement an online permitting system for		On Track	
B6. Navigational Signage - Attract "passthrough" traffic by improving and implementing new wayfinding or "gateway" signage throughout the City and SR126 to promote business and tourist opportunities.	In Progress/Ongoing	X	CED
Projects		**Status**	
1. Identify critical locations for wayfinding signage to be installed.		On Track	
2. Fund wayfinding signage and installation.		In Progress/Ongoing	
3. Explore opportunities to place monument signage off the 126 and at key entry ways into Santa Paula.		In Progress/Ongoing	
4. Review existing highway SR-126 signage for opportunities to highlight "Santa Paula."		Not Started	
B7. Business Attraction - Identify and attract businesses that create jobs, increase revenues, and provide services that meet consumer needs.	In Progress/Ongoing	X	CED
Projects		**Status**	
1. Establish a quick response Welcome Team to engage, strategize, and streamline processes for potential businesses looking to come to Santa Paula.		Not Started	
2. Create Welcome Toolkit and assemble materials to better demonstrate the City and regions marketability.		In Progress/Ongoing	
3. Develop partnerships and advocate for better efficiencies with County Environmental Health to reduce permitting time.		Not Started	
4. Identify retail deficits and conduct outreach to representatives of potential operators.		In Progress/Ongoing	
5. Utilize data analytics capture software for informed decision making.		In Progress/Ongoing	
6. Number of jobs created or businesses opened		In Progress/Ongoing	
B8. Reduce Retail Vacancy within Commercial Corridors - Implement options for addressing empty storefronts.	Not Started		CED
Projects		**Status**	
1. Adopt strategies related to property owner outreach, education, and enforcement.		Not Started	
2. Potentially modify muni-code to require active uses on main floor CBD properties.		Not Started	
3. Number of reduced empty storefronts Year over Year in the Downtown and Harvard Blvd.		Not Started	

	4. Work with business property owners to improve/activate vacant storefront windows (i.e. temporary window displays).		In Progress/Ongoing	
B9. Economic Development Staff - Explore the creation of a position dedicated to Economic Development and Vitality goals.		In Progress/Ongoing	X	CED
	Projects		**Status**	
	1. Focus on filling existing department vacancies.		On Track	
	2. Establish and identify a need and objectives for this position.		On Track	
	3. Consider adding an economic development specialist position as recommended by Citygate study.		On Track	

C. Public Safety & Emergency Preparedness

Projects	Status	FY 25	Department 1
C1. Cameras - Pursue funding opportunities to expand safety cameras to cover critical infrastructure & public spaces.	In Progress/Ongoing	X	PD
Projects		**Status**	
1. Number of cameras installed.		Not Started	
2. Provide updates to Council on value of cameras.		Not Started	
C2. Tactical Response - Develop and fund a tactical response program within the department.	In Progress/Ongoing	X	PD
Projects		**Status**	
1. Establish a tactical response team.		Not Started	
3. Provide mandated tactical training to maintain		Not Started	
C3. SPPD Facility Upgrades - Pursue funding to complete facility upgrades for Phase II.	Completed	X	Parks & Recreation
Projects		**Status**	
1. Identify funding and initiate construction for Phase II.		In Progress/Ongoing	
2. Report quarterly on the progression of the project.		Not Started	
C4. SPPD Community Engagement - Develop methods and programs to connect our police with the community, local nonprofits and businesses.	In Progress/Ongoing	X	PD
Projects		**Status**	
1. Creation of a Community Academy.		Not Started	
2. Seek to host one SPPD Community Academy course in English/Spanish.		Not Started	
3. Creation of a Police Chief's Advisory Board and number of meetings held.		In Progress/Ongoing	
4. Increase # of Citizen Patrol volunteers.		In Progress/Ongoing	
5. Increase # of Reserve Officers		In Progress/Ongoing	
C5. *Emergency Plan - Create an Emergency Preparedness, Response and Recovery Plan. (GP)	In Progress/Ongoing		PD
Projects		**Status**	
1. Update the Emergency Operations Plan Manual.		Completed	
2. Update General Plan to include safety element.		In Progress/Ongoing	
3. Establish SOP for each City department.		On Track	
4. Perform a table top exercise and a live scenario exercise.		In Progress/Ongoing	
5. Annually conduct CERT program training for Santa Paula residents.		In Progress/Ongoing	
C6. Emergency Communications - Create community engagement strategies to educate residents prior to and during an emergency.	In Progress/Ongoing	X	PD
Projects		**Status**	
1. Develop and implement a plan to educate and inform residents regarding evacuation preparations and preparedness.		Not Started	
C7. Emergency Response - Seek funds and grant opportunities to upgrade our dispatch and emergency response systems.	In Progress/Ongoing	X	PD
Projects		**Status**	
1. Strategize implementation through specific grants and Cal OES funding		Not Started	
2. Ensure Mark 43 RMS/CAD Technology compatibility with upgraded dispatch equipment.		Not Started	
C8. Extreme Weather Mitigation - Develop and explore ways to make the City and the residents more resilient to the impacts of extreme weather	In Progress/Ongoing	X	PD
Projects		**Status**	
1. Partner with SCAG to develop best practices		Not Started	
2. Partner with VC Fire Safe Council to assist in educating residents on home-hardening / mitigation.		Not Started	

D. Healthy, Connected, & Thriving Community

Projects	Status	FY 25	Department 1

D1. Service Technology Enhancements - Improve connectivity between residents and public services.		Not Started		IT
	Projects		**Status**	
	1. Research options, software solutions and budget requirements to address communications needs with residents and business owners.		Not Started	
	2. Explore technology applications which track and address resident concerns.		Not Started	
	3. .Explore AI search engine enhancements for website.		Not Started	
D2. Youth Facilities - Explore expansion of youth facilities and resources at Las Piedras Park.		In Progress/Ongoing	X	Parks & Recreation
	Projects		**Status**	
	1. Working with an architect to provide a building design and estimated associated construction costs.		In Progress/Ongoing	
	2. Conduct community outreach events to obtain feedback from multiple stakeholders.		Not Started	
	3. Present a phased plan, which identifies potential funding options, to both Council and the community.		Not Started	
D3. Smoking - Explore updating City's "No Smoking" Ordinance.		Not Started		CED
	Projects		**Status**	
	1. Research options and policies related to "No Smoking" ordinances.		Not Started	
	2. Present findings to Council.		Not Started	
D4. Climate Action Plan - Work with Ventura County to develop a plan.		Not Started		Admin
	Projects		**Status**	
	1. Provide updates to Council.		Not Started	
	2. Utilize the County work to establish local metrics for the City to achieve.		Not Started	
D5. Fagan Barranca Park Master Plan - Pursue funding and build partnerships to implement Master Restoration Plan.		In Progress/Ongoing	X	Parks & Recreation
	Projects		**Status**	
	1. Present master plan to City Council.		Not Started	
	2. Identify funding to implement Master Plan.		In Progress/Ongoing	
	3. Engage resident volunteer efforts around a community build plan.		In Progress/Ongoing	
D6. Code Enforcement - Develop administrative hearing ordinance and public code education programs.		Not Started		CED
	Projects		**Status**	
	1. Develop educational materials and compliance requirements through print and digital media.		Not Started	
	2. Present processes for initiating a local code hearing officer to Council.		Not Started	
	3. Number of educational events held.		Not Started	
	4. Percent of tickets/fines adjudicated.		Not Started	
	5. Percent of ticket/fines Year over Year.		Not Started	
D7. Water/Sewer Bill Assistance - Explore options for low-tomoderate or fixed income residents with programs to assist with water/sewer bills.		In Progress/Ongoing	X	Public Works
	Projects		**Status**	
	1. Based on Council feedback in April 2025, conduct additional research and return to Council with more details.		Not Started	
D8. Senior Master Plan - Identify goals based on feedback from Senior Master Plan.		In Progress/Ongoing	X	Parks & Recreation
	Projects		**Status**	
	1. Present Master Plan to Council.		Completed	
	2. Work with the Senior Advisory Committee and staff to identify actions to be taken in the next two years.		In Progress/Ongoing	
D9. SPUSD Partnerships - Work with Santa Paula Unified School District to create a joint use agreement for school and city facilities.		Completed	X	Admin
	Projects		**Status**	
	1. Meet with district to resume the process.		Completed	
	2. Provide updates to the District and Council via 2x2 Committee.		Completed	
	3. Bring MOU to Council.		Completed	
D10. Pickle Ball Courts - Explore options for community recreational pickle ball courts.		In Progress/Ongoing	X	Parks & Recreation
	Projects		**Status**	
	1. Research viability, associated costs and possible locations for potential activities.		In Progress/Ongoing	
	2. Present findings to Council.		Not Started	
D11. Housing - Advocate and seek resources for the implementation of the Housing Element 2029 Housing Action Plan.		On Track	X	CED
	Projects		**Status**	

	1. Meet or exceed Regional Housing Needs Assessment (RHNA) numbers.		On Track	
	2. Seek funding sources.		In Progress/Ongoing	
	3. Utilize the Housing Element as a blueprint to address housing needs of the community.		On Track	
D12. Unhoused - Address and support the needs of the unhoused including behavioral support.		In Progress/Ongoing	X	CED
	Projects		**Status**	
	1. Seek State funding, including Prop 1, to support local efforts.		In Progress/Ongoing	
	2. Continue to work with regional partners to support the needs of the unhoused in the Santa Clara River Valley.		In Progress/Ongoing	
	3. Review annual Point-in-Time count to determine if needs are being met.		In Progress/Ongoing	
	4. Explore temporary and transitional housing options.		In Progress/Ongoing	
D13. Rent Stabilization - Study rent stabilization options relative to current state laws.		Not Started		CED
	Projects		**Status**	
	1. Conduct a study session with Council.		In Progress/Ongoing	
	2. Explore funding and processes towards creation of a landlord registry.		In Progress/Ongoing	
	3. Review current rent rolls.		Not Started	
	4. Share communications/information for owners and renters to know their rights and responsibilities.		Not Started	
D14. Broadband - Support broadband and other forms of broadband infrastructure connectivity options for the community.		Not Started		Admin
	Projects		**Status**	
	1. Maintain collaborative partnerships with the County, Ventura Council of Governments (VCOG), and EDC.		Not Started	
D15. Community Dog Park - Explore options for a community dog park.		In Progress/Ongoing	X	Parks & Recreation
	Projects		**Status**	
	1. Visit and survey dog parks in the region.		Not Started	
	2. Identify potential locations in Santa Paula.		In Progress/Ongoing	
	3. Present findings and options during a Study Session with City Council to determine feasibility.		Not Started	
	4. Enlist community volunteers and form a working group.		In Progress/Ongoing	

E. Arts, Culture, & Entertainment

Projects	Status	FY 25	Department 1
E1. *Public Art & Murals - Support public art and the mural program and pursue methods to increase funding. (General Plan EDD 4.c)	In Progress/Ongoing	X	Admin
Projects		**Status**	
1. Help facilitate production of at least one new mural per calendar year.		Not Started	
2. Number of grant applications vs. the number of grants won for Arts, Culture, and Entertainment.		Not Started	
3. Explore the potential for establishing via collaboration between the Santa Paula Arte & Cultura Collective/City, a public arts ordinance.		In Progress/Ongoing	
4. Provide funding, including in-kind support to move efforts forward.		Not Started	
5. Research funding options, including a Public Art Trust Fund.		In Progress/Ongoing	
E2. *Advocacy & Education of Historic Resources - Adopt and implement standards and guidelines for new development, alterations to existing structures, and preservation of historic resources within historic districts. (GP ECR 4.c)	In Progress/Ongoing	X	CED
Projects		**Status**	
1. Update the municipal code to include standards for historical preservation and resources (SPMC 816).		Not Started	
2. Expansion of the Mills Act to preserve historical structures.		Not Started	
3. Work with the community to identify properties that should be included in a historic registry.		Not Started	
4. Develop guidelines which address architecture, landscaping, streets, and hardscape elements within historic districts.		Not Started	
E3. Percent for the Arts - Explore policies or programs which could establish a "percent for the arts" ordinance.	In Progress/Ongoing	X	Admin
Projects		**Status**	
1. Research best practices and existing ordinances from peer cities to understand policy structures and funding mechanisms.		Not Started	
2. Conduct a study session with Council prior to steps 3-5.		Not Started	
3. Develop a policy framework outlining proposed percentage, project thresholds, eligible uses, and administrative structure.		Not Started	
4. Coordinate with Finance and Community Development to evaluate potential fiscal and legal implications.		Not Started	
5. Present an ordinance to City Council for consideration.		Not Started	
E4. Amphitheater Programming - Establish partnerships and collaborations for diverse programming for the Sports Park Amphitheater.	In Progress/Ongoing	X	Parks & Recreation

Projects	Status
1. Number of partners, collaborations, or sponsorships established.	In Progress/Ongoing
2. Number of events programmed	In Progress/Ongoing

F. Operational Excellence

Projects	Status	FY 25	Department 1
F1. Municipal Code - Review the City's municipal code to reduce irrelevant codes and update development codes.	In Progress/Ongoing	X	Admin
Projects		**Status**	
1. Number and/or percentage of codes reduced.		In Progress/Ongoing	
2. Review Mobile Rent Control ordinance and provide a presentation to Council.		In Progress/Ongoing	
F2. Staff Investment - Develop efforts related to employee retention, engagement, and career development.	In Progress/Ongoing	X	Admin
Projects		**Status**	
1. Increase employee training and learning opportunities by at least 50%.		In Progress/Ongoing	
2. Establish a comprehensive citywide employee development plan and related policies.		In Progress/Ongoing	
3. Budget and conduct for a citywide employee engagement survey.		Completed	
4. # of internal promotions.		In Progress/Ongoing	
5. Percent decrease in turnover YoY by department.		In Progress/Ongoing	
6. Work towards the implementation of the Compensation study.		In Progress/Ongoing	
F3. Reduce Reliance on Outside Consultants - Ensure the City is providing adequate staffing and filling key positions to reduce reliance on outside consultants.	In Progress/Ongoing	X	Admin
Projects		**Status**	
1. Consider FTEs versus consulting services related to Public Works Engineering (including cost comparisons).		In Progress/Ongoing	
2. Survey customer satisfaction for Finance/ CEDD/ PW to gain consensus on agreed-upon standards (turnaround times).		Completed	
3. Work to improve communication/coordination between divisions/departments and consultants and measure results in 6 months.		Not Started	
4. Adopt a fee schedule for PWE review of building permit applications so plan review can commence upon submittal.		In Progress/Ongoing	
5. Establish a flat deposit schedule.		In Progress/Ongoing	
F4. Artificial Intelligence (AI) - Explore AI technology to enhance resident and staff service needs.	Not Started		Admin
Projects		**Status**	
1. Engage in vendor demos or pilot programs for AI solutions.		In Progress/Ongoing	
2. Number of AI tools piloted or implemented.		Not Started	
F5. Staffing - Return to Council with a strategic staffing plan based on the City's projected growth.	In Progress/Ongoing	X	Admin
Projects		**Status**	
1. Conduct internal exercise to develop plan.		In Progress/Ongoing	
2. Present staffing plan to City Council.		Not Started	

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council Regular

From: Donald Aguilar, Police Chief

Subject: POLICE CHIEF ADVISORY COMMITTEE FORMATION

Date: February 4, 2026

Agenda Item: 11.C

RECOMMENDATION:

1. Provide feedback and consensus on guidelines and parameters of the Police Chief's Advisory Committee.

Prepared by: Police Chief Don Aguilar

BACKGROUND:

On June 18, 2025 Council considered different approaches to establishing a Police Chief Advisory Committee and gave direction for staff to return with a basic framework and guidelines for an advisory committee. Discussion included the focus area of public safety and recent creation of a police department's establishment of an advisory committee in 2022.

Then, a Police Chief Advisory Committee was formed in Santa Paula. The Chief of Police selected the five-member committee with representation from the senior, business, and civic community as well as some at-large members. The committee was designed as a sounding-board and a means of gaining community input on various initiatives and topics. However, the advisory committee was suspended with the departure of the former Chief of Police.

In June 2023, the Council adopted it's two-year strategic plan which, in part, called for the "creation of a Police Chief's Advisory Board" (Objective E.5) as a means of enhancing community engagement with our police department.

At the February 19, 2025 Council meeting, Council reviewed a proposal by Mayor Chavez to consider the establishment of a Public Safety Committee. Council noted their willingness to have a further discussion on this topic and recommended it remain focused on police, not inclusive of fire or emergency preparedness, since the Citizen Corp was formed for the latter purpose and the former matter of fire services is now provided by the County.

Chief Advisory Committees encourage community input on services and issues. Committee members, typically made up of volunteer members of the community, may review proposed policies and practices, community concerns, and recommend public safety strategies. Members typically include residents, business owners and community leaders. This engagement facilitates two-way communication between public safety and members of the

community. Members may meet regularly, depending on need, to discuss policies and topics important to the community.

The Santa Paula Police Department welcomes community engagement to ensure transparency with the support of a Police Chief Advisory Committee. This brings together diverse community members to provide feedback, insights, and perspectives to law enforcement leadership, strengthening communication and trust. The committee is usually five (5) in number, and typically meets quarterly, or more frequently if needed.

ANALYSIS:

The Police Chief Advisory Committee will serve under the direction of the Police Chief, based on established guidelines adopted and established by the police department. Committee members will be selected through an open application and interview/appointment process, by the Chief of Police.

In Santa Paula, the community welcomes trust, approachability and transparency of public safety leaders and their employees. The Police Chief Advisory Committee would benefit an ongoing open dialogue with valuable discussion and collaboration.

Below are the details of the Police Chiefs Advisory Committee proposal:

1. The committee consists of five (5) community leaders consisting of residents, business owners, established community leaders and members of non-profit organizations.
2. An application form will be created and required to be submitted by all candidates
3. The membership would be a commitment of 2 years, with required attendance at all meetings.
4. Meetings convene quarterly on the 2nd Tuesday of the month in January, April, July, and October.
5. Agenda prepared before each meeting and focus on areas of the police department such as policy/standards, work environment, specific needs, staffing and equipment, community engagement, and other facets of law enforcement services helpful to build trust in the community.
6. Meeting objectives and goals will be focused according to an established mission and vision for the committee
7. Progress of the Police Chief Advisory Committee reported at Police Chief's Department Report to the City Council.

The contemplated scope and purpose of the committee, its size, and the appointment process is outlined in Exhibit A.

STRATEGIC PLAN:

This item supports City Council’s goal in Public Safety for the two-year Strategic Plan, to 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, identified in Category C, Objective 4, "Develop methods and programs to connect our police with the community, local nonprofits, and businesses."

Specifically, the Strategic Plan, Objective C.4, seeks to enhance community engagement to

"connect our police with the community, local nonprofits and businesses," and calls for the "creation of a Police Chief's Advisory Board."

FISCAL IMPACTS:

There are no increased fiscal impacts to conduct, facilitate, and coordinate Police Chief Advisory Committee meetings. Those committee members selected would volunteer their time for serving on the committee. Soft costs, including staff time, would be based on the frequency of committee meetings.

OPTIONS:

1. Approve the formation and proposal of the Police Chief Advisory Committee under the direction of the Chief of Police.
2. Do not approve the formation and proposal of the Police Chief Advisory Committee.
3. Direct staff to return with additional information and options and report back to Council.

ATTACHMENTS:

EXHIBIT A - SPPD Police Chief Advisory Committee 2026 Final.pdf

SANTA PAULA POLICE DEPARTMENT
Police Chief Advisory Committee

Background:

The Santa Paula Police Chiefs Advisory Committee, established in 2026, by Police Chief Don Aguilar, has been established to help enhance the level of communication and engagement in Santa Paula with community stakeholders.

The Santa Paula Police Chief's Advisory Committee will be composed of 5 members from the community. These members shall represent a broad cross section of the community, including residents, the business community, local community-based service groups, and other established components of the community.

Mission Statement:

The mission of the members of the Police Chief Advisory Committee is to work in partnership with the City of Santa Paula's Chief of Police to help assure that the Department maintains the highest standards of integrity, maintains open communications with the community, and assists in enhancing the quality of life through the continued delivery of professional, effective, and compassionate police services to the community. The committee will apply knowledge, skills, and resources to foster an environment where all of the community can live safely and sustain trusted relationships with members of the Santa Paula Police Department.

The mission of the Police Chief's Advisory Committee is accomplished within the framework of the following core values:

- Accountability
- Achievement
- Commitment
- Compassion
- Prevention
- Protection
- Transparency

Objective:

The objective of the Police Chief Advisory Committee is to advise and/or assist the Santa Paula Chief of Police to preserve the peace and protect & serve in a manner consistent with the freedoms secured by law.

Responsibilities:

The Police Chief Advisory Committee was established to provide the Santa Paula Police Chief a forum for police-community interaction and to address public safety and related issues in order to further enhance the quality of life in our community. The committee advises and assists the Santa Paula Chief of Police to:

1. Create dialog and explore the perceptions of the Santa Paula Police Department and the community concerning the inter-relationship with each other regarding public safety issues within the community.

2. Receive information concerning the Santa Paula Police Department programs and operations.

3. Provide input regarding new programs under development by the Santa Paula Police Department.

4. Provide input to the Santa Paula Police Chief regarding service needs within the community.

5. Assist the Santa Paula Police Chief in assessing the effectiveness of department operations/ programs.

6. Identify gaps in services and/or communication.

7. Enhance the community understanding of the capabilities of the Santa Paula Police Department in providing services to the community.

8. Identify potential police-community partnerships to address public safety related issues within the community.

9. Identify community resources and support for public safety activities; and give input concerning perceived effectiveness.

10. Help to raise awareness regarding new and future laws, trends, policies and practices of law enforcement agencies.

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: February 4, 2026

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast (Attachment A) 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:

In accordance with the Council's adopted Manual of Procedural Guidelines, Section 5.1, both Vice Mayor Crosswhite and Councilmember Chavez have introduced new requests (see Attachments B & C). Council is provided the opportunity to review these requests and discuss placing them on a future agenda or taking other appropriate action. Staff and the City Attorney will be available to respond to questions posed by the Council in considering whether to agendize the requests and weigh any priorities.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

02.4.2026_Future_Agenda_Items_lm.pdf
Attachment B - Council Agenda Request - Nitrous Oxide Prohibition.pdf
Attachment C_Resolution of Immigration.pdf
Sample Immigration Resolution.pdf

Santa Paula City Council Tentative Agenda Schedule

	Special Meeting February 18th - 4:00pm	
Admin	Study session: Downtown Event Guidelines	
	Regular Meeting February 18th - 6:30pm	
PW	Public Works Department Report	
P&R	Parks & Recreation Department Report	
P&R	Leap Lab Amended Agreement	
PW	PMP Cycle 2 Improvements	
Admin	Legislative Platform Update	
	Regular Meeting March 4th - 6:30pm	
CDD	Community Development Department Report	
Finance	Mid-Year Budget Report	
Admin	Study Session: Review of Council Recognition Policy	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	2nd Qtr.
Finance	Development Impact Fees (DIF)*	1st Qtr.
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	TBD
CDD	Mobile Home Rent Control Ordinance Workshop	Feb.
P&R	Citywide Event Guidelines	Feb/March
	FUTURE AGENDA ITEMS	
CDD	Athens Rate Adjustment Request	TBD
PW	EV Fast Charger Installation & Maintenance Agreement	TBD
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.
Legal	Mobile Home Rent Control Urgency Ordinance	1st Qtr.
PD & Legal	Electric Bike/Scooter Ordinance Options	2nd Qtr.

Activities associated with the Council's Strategic Plan*

Updated 1/29/26

Agenda Request Form

For Council Discussion Purposes

Name:	**Proposed Meeting Date:**	**Date:**
Jenny Crosswhite	Municipal Code Update	01/26/2026

Type:

Recognition _____ Proclamation _____ Policy _____

Resolution _____ Ordinance X_____ Other _____

Title:

Regulation of Nitrous Oxide

General Description:

Consider adding to the city municipal code an ordinance prohibiting the sale of Nitrous Oxide for recreational use.

Purpose / Objective:

Nitrous Oxide is an odorless, colorless chemical that can be inhaled for legitimate purposes associated with medical or dental procedures in a clinical setting, and is legitimately used for industrial purposes and as a propellant for food products. These uses are not proposed to be prohibited. However, recreational misuse is on the rise and it is also being sold with flavors to make it more attactive for recreational uses. This item is to ask the council to consider adding a prohibtion on the sale of this substance for recreatinal uses as part of its municipal code update.

Staff Use Only

Est. Fiscal Impact: $10,000	**Budgeted:** Yes ■ No ☐	**Est. Time Impact:** 20+ hours

Anticipated Start Date:	**Anticipated Completion Date:**
Summer 2026	Fall 2026
Strat Plan Consistency?	**Gen Plan or SPMC Consistency?**
Indirectly, yes.	Consistent with regulating the public's health/safety.
Assigned to (Department):	**Assigned to (Person):**
Police & City Attorney	BBK
Committee Assignment:	
None	

Agenda Request Form

For Council Discussion Purposes

Name: Pedro A. Chavez	**Proposed Meeting Date:** February 4, 2026	**Date:** 1/28/2026

Type:

Recognition _____ Proclamation _____ Policy _____

Resolution X _____ Ordinance _____ Other _____

Title:

RESOLUTION OF IMMIGRATION

General Description:

INTRODUCTION OF A RESOLUTION ON THE TOPIC OF IMMIGRATION

Purpose / Objective:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA CONDEMNING UNFAIR AND DISCRIMINATORY IMMIGRATION ENFORCEMENT PRACTICES AND AFFIRMING THE CITY'S COMMITMENT TO THE SAFETY, DIGNITY, AND RIGHTS OF ALL RESIDENTS.

Staff Use Only

Est. Fiscal Impact: $ UNKNOWN	**Budgeted:** Yes ☐ No ■	**Est. Time Impact:** 2 HOURS

Anticipated Start Date:	**Anticipated Completion Date:**
FEBRUARY 2026	MARCH 2026
Strat Plan Consistency?	**Gen Plan or SPMC Consistency?**
YES	INDIRECT
Assigned to (Department):	**Assigned to (Person):**
CITY MANAGERS OFFICE	CITY MANAGER
Committee Assignment:	
IMMIGRATION AD-HOC COMMITTEE	

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA CONDEMNING UNFAIR AND DISCRIMINATORY IMMIGRATION ENFORCEMENT PRACTICES AND AFFIRMING THE CITY'S COMMITMENT TO THE SAFETY, DIGNITY, AND RIGHTS OF ALL RESIDENTS

WHEREAS, the City of Santa Paula is home to a diverse community of residents, including immigrants who contribute significantly to the city's economy, culture, families, and civic life; and

WHEREAS, many Santa Paula residents are immigrants or members of mixed-status families who live, work, worship, and attend school in the city; and

WHEREAS, aggressive and discriminatory immigration enforcement practices have caused fear, family separation, economic instability, and emotional harm within immigrant communities; and

WHEREAS, such enforcement practices often undermine public safety by discouraging residents from reporting crimes, cooperating with law enforcement, accessing emergency services, or seeking medical care; and

WHEREAS, the City of Santa Paula commend the Santa Paula Police Department for not participating in any coordinated federal civil immigration enforcement; and

WHEREAS, the United States Constitution and the California Constitution guarantee due process and equal protection under the law to all people, regardless of immigration status; and

WHEREAS, the City of Santa Paula has a strong interest in ensuring that all residents can live without fear of discrimination, harassment, or unjust treatment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Paula that the City hereby condemns unfair, discriminatory, and harmful immigration enforcement practices that target individuals based on race, ethnicity, national origin, or immigration status; and

BE IT FURTHER RESOLVED that the City of Santa Paula reaffirms its commitment to being a welcoming and inclusive community where all residents are treated with dignity and respect; and

BE IT FURTHER RESOLVED that the City supports policies and practices that limit the use of local resources for federal civil immigration enforcement, consistent with state and federal law; and

BE IT FURTHER RESOLVED that the City encourages collaboration with community-based organizations, schools, faith institutions, and service providers to ensure immigrant residents have access to accurate information, legal resources, and essential services; and

BE IT FURTHER RESOLVED that the City calls upon state and federal leaders to pursue humane, just, and comprehensive immigration policies that prioritize family unity, due process, and the well-being of communities; and

BE IT FINALLY RESOLVED that a copy of this resolution be transmitted to relevant state and federal representatives and made publicly available to affirm the City of Santa Paula's position.