# City of Santa Paula

*City Council*

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, FEBRUARY 21, 2024

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

## BRINGING ITEMS BEFORE THE CITY COUNCIL

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

**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.*

## 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 staff 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 **SANTA PAULA CHAMBER OF COMMERCE MID-YEAR SERVICE AGREEMENT PROGRESS REPORT**

**RECOMMENDATION:**

Staff recommends the City Council:

1. Receive and file the Santa Paula Chamber of Commerce mid-year Service Agreement Progress Report.

**Presented by:** John Marquez, Chamber of Commerce Executive Director

7.B **COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT (OCTOBER 2023 - JANUARY 2024)**

**RECOMMENDATION:**

That the City Council receive and file the report.

## 8. CITY COUNCIL REPORTS

## 9. CITY MANAGER REPORTS

## 10. CONSENT CALENDAR

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

10.A **JANUARY 2024 WARRANTS AND CERTIFICATIONS**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for January 2024, starting check number 336251 and ending check number 336486.
2. Review and accept the "Certification of Salaries" for the pay period ending dates December 29th, 2023 through January 12th, 2024.

10.B **ALCOHOL ENFORCEMENT AGREEMENT FOR PROJECT 23-CUP-03, PROJECT 1912, LLC (DBA: COCINA 1912) LOCATED AT 1069 E. MAIN STREET. (TYPE 41-ON-SALE BEER AND WINE - EATING PLACE)**

**RECOMMENDATION:**

Staff recommends that the City Council:

Approve the Enforcement Agreement for Project No. 23-CUP-03, Project 1912, LLC (dba: Cocina 1912) at 1069 E. Main Street.

10.C **ZUMA CONSTRUCTION GROUP, INC. CONSTRUCTION CONTRACT FOR POLICE STATION REMODEL PROJECT PHASE I**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Zuma Construction Group, Inc. for the Police Station Remodel Project, Phase I, in the amount of $675,000 in a form approved by the City Attorney.

10.D **QUALITY FENCE COMPANY, INC. CONSTRUCTION CONTRACT FOR POLICE STATION AND CITY HALL PERIMETER SECURITY FENCE**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Quality Fence Company, Inc. for the Police Station and City Hall Perimeter Security Fence in the amount of $239,721.00 in a form approved by the City Attorney.

10.E **EIR ADDENDUM FOR THE EAST AREA 1 PROJECT AND AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT (HARVEST AT LIMONEIRA PROJECT)**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Conduct second reading of and adopt Ordinance No. 1333 entitled "An Ordinance Approving (1) Addendum No. 3 to the Final Supplemental Environmental Impact Report (EIR) Associated with East Area 1 Specific Plan Amendment No. 4 and Amendment No. 3 to the Development Agreement and (2) Amendment No. 3 to the Development Agreement Subject to City Council Approval of East 1 Specific Plan Amendment No. 4."

Staff intends to present the proposed East Area 1 Specific Plan Amendment No. 4 to the Planning Commission for recommendation to the City Council in February 2024, which would then be brought to the City Council for first reading in March 2024 and later for second reading and adoption in April 2024. These dates will depend on each decision-making body's actions.

## 11. ACTION ITEMS

11.A **MID-YEAR FISCAL REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve Resolution No. 7502 Amending the City's Operating and CIP Budgets for FY 2022/2023 & 2023/24.

**Presented by**: Finance Director Christy Ramirez

11.B **AMERICAN RESCUE PLAN ACT (ARPA) UPDATE & FUNDING CONSIDERATIONS**

**RECOMMENDATION:**

Staff recommends City Council:

1. Receive an update from staff on completed ARPA programs, projects or purchases;

2. Review staff recommendations on ARPA items for reallocation of funds; and

3. Adopt Resolution 7501 amending previous ARPA allocations and establishing additional priorities for the use of unused funds.

**Presented by:** Jonathan Royas, Deputy City Manager

11.C **CONSIDERATION OF EXPANDING VIDEO RECORDINGS TO COMMISSIONS, SPECIAL MEETINGS & STUDY SESSIONS**

**RECOMMENDATION:**

Staff recommends the City Council:

1. Discuss and provide staff direction regarding the possible expansion of video recordings to more commissions, special meetings and study sessions.

**Presented by:** Jonathan Royas, Deputy City Manager

## 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

**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: SANTA PAULA CHAMBER OF COMMERCE MID-YEAR SERVICE AGREEMENT PROGRESS REPORT

Date: February 21, 2024

Agenda Item: 7.A

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## RECOMMENDATION:

Staff recommends the City Council:

1. Receive and file the Santa Paula Chamber of Commerce mid-year Service Agreement Progress Report.

**Presented by:** John Marquez, Chamber of Commerce Executive Director

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## BACKGROUND:

As part of the ongoing commitment to transparency and collaboration, the Santa Paula Chamber of Commerce is pleased to provide a mid-year update on the progress of our service contract agreement with the City of Santa Paula.

**Service Agreement Details: **

- Commencement Date: July 1, 2023

- Conclusion Date: June 30, 2024

- Initiation Date: September 6, 2023

**Scope of Services: **

The service agreement is instrumental in driving economic and community development within the City of Santa Paula. It encompasses various key components aligned with the City's Two-Year Strategic Plan.

**Progress Update on Key Components:**

**1. [ARTS, CULTURE & ENTERTAINMENT]**

- **Objective #1 - Public Arts/Murals - Support public art and the mural program.**

- New Chamber sponsored Community Center mural to begin March 2024
- Assisted in sourcing Artist for new Harding Park murals.
- Begin work with Fire Memorial Committee on new mural for building on 8th and Santa Barbara Streets (Q2).
- Work on preservation and restoration of several existing community murals and public art (Q3).
- Partnership with the Santa Paula Theater Center and the House of Magic Foundation for the Arts to bring the 1st annual Santa Paula Film Festival July 26-28, 2024.

-**Objective #3** - **QR Codes** - **Pursue the integration of technology with QR codes for historical buildings/murals.**

- Currently exploring options on QR Code materials for monuments and murals.
    - Estimated launch by Q3.
- Creating web pages on existing platforms and/or new website to feature existing community art.
    - Launch Q2.

**2. [ECONOMIC DEVELOPMENT]**

- **Objective #2** - **Business Communications** - **Create a positive business environment by increasing communications and partnerships with new and existing businesses.**

- Worked with several businesses on grand openings and networking opportunities.
- Worked with the city on four Business Roundtables since July 2023.
- Held one Holiday Marketing meeting with businesses in November 2023.
- Implemented our second annual Small Business Season campaign in Nov.-Dec. to promote the importance of supporting small businesses during the holiday season.
- Facilitated Small Business Saturday marketing campaign, a community holiday train toy drive and the Holiday Parade on November 25th.
- Partnership with the PBID and downtown business owners on the improvement of the downtown district.
- Partnership with Women's Economic Ventures on the second cohort for the Emprendimiento Program Feb 15th-April 11th, 2024.
    - The first cohort in 2023 included 24 local businesses. Ten Santa Paula businesses received $7,500 business grants for participating.
- Partnership with the city to provide free or low-cost business training workshops to the community. SCORE, EDC, the SBA, and others are partners in this program.
- Partnership with the PBID to fund one Management Fellow to improve business communication in the community through improved messaging and business contact.
- Annual State of the City / Chamber Awards (Spring 2024).

- **Objective #6** - **Business Attraction** - **Prepare an economic base study to identify business sectors with greatest potential for expansion in Santa Paula and implement a business retention, marketing, and recruitment program to attract those businesses. (General Plan Economic Development** & **Downtown 1.B).**

- In partnership with Ventura County Community Foundation, the chamber will be working

on a program to identify and categorize business sectors in the community. This will assist in the Isabella Project Program business information outreach campaign.
- Attended meeting in August with community stakeholders to host SSTEPS on potential investment in the Community. Discussion with VCCU on SP location.
- Working with Management Fellows to understand Placer.ai platform and how to use information for business community.

**3.** [**PUBLIC SAFETY** & **EMERGENCY PREPAREDNESS**]

- **Objective #8** - Emergency Communications - Explore technology and increase subscribership with emergency communications to enhance disaster-preparedness efforts.

- Working with the Santa Paula Citizens Core organization to assist in advocating for the community on Public Safety and Emergency Preparedness.
    - Restart Radio Station AM1610.
    - Build on Neighborhood Watch program to include the business sector.
    - Work with the Police Department on distributing Public Safety information to the business sector.
- Continue to provide PPE Materials to the business sector (Covid-19 test kits, masks, gloves, etc.).

**4.** [**CONNECTED AND HEALTHY COMMUNITY**]

**- Objective #1: Community Education - Provide community education about City projects, processes, & permits.**

- Working with PBID and city staff to address vacant buildings in the downtown area.
- Developing “Did You Know” video series.
    - Educational and informational videos for the businesses and community.
    - Estimated start time - April 2024.
- Developed a Community App for the County 150 “Mountains to the Sea Jubilee”.
    - Murals Tour.
    - Museum information.
    - Downtown District information map.
    - Historical Society’s Walking Tour.
- “Listen Up Santa Paula” weekly podcast.
    - Provide Information on the community.
    - Various community guests to discuss current community topics.
- Facilitating community information events and Town Halls.
    - District 3 Supervisors Candidates Forum.

**5.** [**COMMUNITY VITALITY**]

**- Objective #2 - Internships - Expand and enhance a Citywide Internship and Apprentice Program.**

- Partnership with the PBID to employee one Management Fellow.
- Introduced “Santa Paula Connections” monthly video newsletter.
    - City updates.
    - Business updates.
    - Community updates.

- Management oversite of the weekly Santa Paula Farmers Market.

This update serves to highlight the positive strides made in each of the outlined key components, reinforcing our shared commitment to the strategic goals outlined in the agreement.

We remain dedicated to the successful fulfillment of our obligations under this agreement and look forward to continued collaboration for the betterment of the City of Santa Paula.

Thank you for your ongoing support.

The Santa Paula Chamber of Commerce

**ANALYSIS:**

**STRATEGIC PLAN:**

**FISCAL IMPACTS:**

**OPTIONS:**

**ATTACHMENTS:**

**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT (OCTOBER 2023 - JANUARY 2024)

Date: February 21, 2024

Agenda Item: 7.B

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## RECOMMENDATION:

That the City Council receive and file the report.

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## BACKGROUND:

### *STAFF UPDATES*

The department is pleased to announce the appointment of staff to the following positions:

- Administrative Analyst – Miguel Perez
- Management Analyst/ Housing – Caesar Hernandez
- Code inspector – Andres Torres

### PLANNING DIVISION

2021-2029 Housing Element Update

Following two years of preparation and multiple submittals and interactions with the State Department of Housing and Community Development, the 6$^{th}$ Cycle of the City's Housing Element has been approved. As we move forward there will be several administrative and policy initiatives the city will need to implement to ensure we are in compliance with the approval requirements outlined in the approved element.

### *PLANNING COMMISSION ACTIVITY (October-January)*

October 24, 2023 PC Meeting:

- Adopted Resolution No. 3852, recommending the City Council approve the addendum to the Environmental Impact Report (EIR) prepared for the Santa Paula West Business Park.
- Adopted resolution No. 3853, approving a conditional use permit and landscape review for a new automotive business, FULL-SCALE HOT RODS & CUSTOMS, to provide repair, customization, and restoration of automobiles, including bodywork, engine repair,

and fabrication and paint at an existing vacant garage and parking lot at 1119 East Main St, subject to conditions of approval.

November 14, 2023 PC Meeting:

- Adopted resolution No. 3852 recommending that the City Council approve the addendum to the Santa Paula West Business Park Specific Plan Environmental Impact Report and an amendment to the Santa Paula West Business Park Specific Plan.

December 12, 2023 PC Meeting: Cancelled

January 23, 2023 PC Meeting:

- Adopted Resolution No. 3857 to modify the existing Conditional Use Permit for EsVolta / Black Walnut Battery Energy Storage Project at 211 N. 12th Street to remove the proposed 15,000-sf warehouse building, reflect a city-approved 5G cell tower which is anticipated to be constructed onsite prior to commencement of construction of the BESS, updated street paving, and related minor landscaping, lighting and parking changes, and find the project categorically exempt from the California Environmental Quality Act based on §15304 and §15332 of Title 14 of the CA Code of Regulations.
- Adopted Resolution No. 3855 for a Conditional Use Permit to allow minor building and site upgrades for a construction equipment sales and service facility ("Bobcat Equipment") at an existing vacant building located at 104 N. Palm Avenue. (APN: 103-0-044-115), And finding the project categorically exempt from the California Environmental Quality Act under the Class 1 exemption set forth in State CEQA Guidelines Section 15301.
- Adopted Resolution No. 3854 for a Conditional Use Permit to allow alcohol sales (Type 41: On-sale Beer and Wine – Eating Place) at Cocina 1912, a restaurant located at 1069 E. Main Street.
- Adopted Resolution No. 3856 recommending the City Council adopt an ordinance amending Chapter 16.35, "Housing Opportunities Overlay Zone" of the Santa Paula Municipal Code, updating the city's design review procedures pertaining to affordable housing located within the city's commercial/light industrial zone, and find that the ordinance is not a "project" or is otherwise exempt from CEQA.

***SPECIFIC PLAN UPDATES***

Santa Paula West Business Park Specific Plan (SP-6)

The Project is within the West Area 2 Expansion Area as designated by the Santa Paula General Plan on the western edge of the City of Santa Paula and consists of ±54 acres of the 125-acre Expansion Area. The land uses envisioned within the Specific Plan will be a mix of low-intensity industrial (such as light manufacturing or research and development), professional offices, and supporting commercial businesses.

On January 10, 2024 the City Council approved an ordinance amending the Specific Plan to incorporate the changes resulting from required amendments to the drainage and flood control elements of the plan Staff plans to take the revised documents to the Local Area Formation Commission (LAFCo) in February for review and hopes to schedule a LAFCO hearing soon after to finalize the annexation of the properties.

East Area Specific Plan - Harvest Development

Approved project includes 1,500 new dwelling units of different types on approximately 500-acres. Construction continues on residential units and the first phase of development (586 units) is nearing completion. The project submittal for Phase II is under review and the tentative tract map was approved by City Council. The Santa Paula Creek bridge plans are being prepared for review by the city and an initial submittal has been approved by the Army Corp of Engineers and county watershed protection (estimated completion spring 2025). Phase I of the Sports Park is nearly completed with opening planned 4th quarter 2023. Negotiations for an amended development agreement are underway to address Lewis' plans to add an additional 550 homes.

East Gateway Specific Plan

Staff is reviewing the concept plans and layout for the medical facility at the southeast corner of Hallock Road and SR-126. The mix of uses that will include medical offices and a hospital with the possibility of including senior care facilities, and an outpatient surgical center. The developer is currently reviewing options with staff for amendments to the Area Specific and additional hotel and restaurant uses

***COMMERCIAL DEVELOPMENT UPDATES***

Gun Smoke BBQ (817 E Main St): Restaurant

The facility received its approved liquor license and enforcement agreement and has been open and operation since December 21st.

La Terraza (1080 E. Main Street): Banquet Hall

Proposal for a new 6,672-sf multi-venue event space adjacent to La Terraza Restaurant. A new Conditional Use Permit was approved by the Planning Commission on January 26, 2022. The project building plans are ready for permitting and building improvements are underway.

Good Orchard Event Center and Café (133 Mill Street)

The initial project (Wesley Hall repurpose/renovation) which includes a catering and event center, café and alcohol license is nearing completion of plan review. The project site will be phased to include the future redevelopment of another existing onsite structure (Faulkner Hall) into affordable apartments. Plans are under review for the two projects and staff continues to closely engage with the developer regarding these phases and the potential to turn the existing church on the project site into an arts and event space.

Parque 1055 Bar and Grill (1055 East Main Street)

The project is composed of the redevelopment of an auto parts and repair facility into a tap room, wine bar, restaurant and grill. The site and building improvements are well underway and the developer has plans to open 3rd quarter 2024.

Full Scale Custom Hot Rods 1117- 1119 E. Main Street

The business is a new locate from Ventura who specialized in high-end car customization and

restoration. Their Conditional Use Permit was review by the Planning Commission in October and the facility is currently operational and additional building improvements are well underway.

East Area Gateway (Hallock/126/Telegraph)

On a 113,000 square foot commercial center which will include grocery, in-line retail and multiple restaurant pads. Staff is working with developer to create a site that promotes walkability, connection, and cohesion of amenities and services. Concept review for the site has been completed and the developer is working on completion of building plans for submittal.

***INDUSTRIAL DEVELOPMENT UPDATE***

Santa Maria Industrial Park (324 W. Santa Maria Street): Industrial Park

Project approved by Planning Commission in 2012. City staff continuing to coordinate with applicants to complete project. A conservation easement violation has been resolved and the project is continuing with requisite design and engineering submittals. The review of the Conditional Letter of Map Revision (CLOMR) which addresses project potential alterations to flood hydrology, has been completed by the county watershed protection district and the city and will be submitted to FEMA for approval of the final Letter of Map Revision (LOMAR). Vertical construction will be contingent of the FEMA approval which is expected early 2024.

Santa Paula Self Storage Too (324 E Santa Maria St): Self Storage Facility

Proposal for a 5-building, 262-unit self-storage facility. Plans have been submitted and site grading and utility work is underway. The project will commence development once the underlying Santa Maria Industrial Park project has received FEMA approval.

Bender Property (Todd Rd and SR 126)

The developer, Bender Farms, is currently planning an additional 76,000 square foot industrial shell building and plan review is currently underway. As a part of the project, improvements will be made to Todd Rd, Calpipe Rd. and Peck Rd.

***RESIDENTIAL DEVELOPMENT UPDATE***

Santa Paula Public Benefit Housing/First-Time Homebuyer Program

Ventura County Community Development Corporation (VCCDC) has been selected for the administration of the program and staff will request budget appropriation from the Council. City staff and the VCCDC have conducted an orientation with the sales team at Harvest and are currently collaborating on marketing materials and program promotion. All existing homes have been sold and the program promotion and implementation will commence with Phase 1d (former school site) and phase 2 (Foothill) of the Harvest development.

People's Self-Help Housing (PSHH) 714 W Harvard Blvd

Construction of the 6 deed-restricted affordable housing development which broke ground in May 2022 is well underway with completion expected summer of 2024.

Former Kmart (859 Faulkner Rd.)

Harridge Development Group, LLC., the owner and developer for the site has submitted a preliminary plan for 240 market-rate apartment townhomes with an affordable component. Environmental review has been completed for the project. Staff plans to have the design review completed in coming weeks and plan submittal is expected in March 2024.

11th Street Townhomes

Ten market rate townhomes on Main Street and 11th Street. Design review has been completed and the project plans are under review.

King Building Apartments (929 East Main Street)

Six second-floor, market-rate apartment units above ground-floor retail. Project plan review is complete. Staff is awaiting word from developer on construction start date, which is on hold due to the developers' investment in several other major development projects in the county.

Red Tail Apartments (18004 East Telegraph Rd)

298-unit apartment complex at East Telegraph Rd. and Whipple Rd. - 162 affordable units (40 Very-Low and 122 Low) along with 136 market-rate units. The project will contribute significantly to the city's progress toward satisfying SCAG 6$^{th}$ Cycle RHNA requirements. The developer is working with city staff to finalize agreements that include housing in-lieu funds from the Harvest Development and deferred impact fees. The developer is applying for tax exempt bonds for the development of the affordable portion of the project and hopes to begin construction in early 2025.

Mixed-Use/Senior Living (603 East Main Street)

Mixed use senior living and commercial project composed of ~6,800 square feet of commercial and 27 senior apartments. The developer is working with the Housing Authority on connecting potential tenants through their section-eight waiting list.

Harvest at Limoneira-Lewis (East Area 1)

All 586 lots for Phase I of the project have been sold to home builders and 585 homes are occupied. Due to high interest rates the developer has been focusing on infrastructure and site preparation and is working to negotiate with builders purchase of future phases. Of the 121 units available in Phase 1d 50 have been sold to Lennar and the remainder to Richmond American for housing development. The developer is projecting construction to begin by March 2024. In addition, Lewis has plans to develop a 300-unit duplex apartment project directly south of the Sports Park.

New Business Licenses

**12** new Commercial business licenses and 10 Home Business Occupations were issued October – January 2023/2024

Development Applications

**4** new development applications were received October - January 2023/2024.

Planning Applications

**14** new planning applications were received October- January 2023/2024

***BUILDING & SAFETY DIVISION***
***Permit and Fee Activity***

| **2023** | **VALUATION** | **$18,955,318.34** |
|---|---|---|

| | | |
|---|---|---|
| **BUILDING PERMITS** | **102** | **$43,734.49** |
| **PLUMBING PERMITS** | **16** | **$1,947.42** |
| **ELECTRICAL PERMITS** | **43** | **$4,147.42** |
| **MECHANICAL PERMITS** | **25** | **$2,359.42** |
| **TOTAL** | **186** | **$52,188.75** |

| **2022** | **VALUATION** | **$5,339,640.84** |
|---|---|---|

| | | |
|---|---|---|
| **BUILDING PERMITS** | **67** | **$86,643.30** |
| **PLUMBING PERMITS** | **40** | **$7,009.00** |
| **ELECTRICAL PERMITS** | **81** | **$13,131.00** |
| **MECHANICAL PERMITS** | **36** | **$6,660.00** |
| **TOTAL** | **224** | **$113,443.30** |

Staff continues to regularly dialogue with commercial and industrial real estate brokers and landowners to look for opportunities to connect businesses with available properties and expand options for employment growth.

Staff continues to participate in Business round-table meetings, PBID coordination and face-to-face meetings with businesses.

***OTHER ACTIVITIES***

Development Services Process and Program Audit – Citygate

The consultant conducted staff and city consultant in January and in addition conducted community surveys (provided in English and Spanish). Hard copies of surveys were made available at customer service counters and surveys were direct emailed to prior permit applicants and businesses. In coming weeks, we will be discussing department operations with an outcome focused on program and process improvement that will address customer service, technology, metrics and inter departmental and inter-agency collaboration.

Wayfinding Project – Hunt

The consultant has developed several specific signage concepts. In coming weeks, they will be presented to the Wayfinding Committee. In addition, they are working on gathering base maps, parking information, city branding information, and a comprehensive list of destinations within the community.

**ANALYSIS:**

**STRATEGIC PLAN:**

**FISCAL IMPACTS:**

**OPTIONS:**

**ATTACHMENTS:**

**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: JANUARY 2024 WARRANTS AND CERTIFICATIONS

Date: February 21, 2024

Agenda Item: 10.A

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**RECOMMENDATION:**

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for January 2024, starting check number 336251 and ending check number 336486.
2. Review and accept the "Certification of Salaries" for the pay period ending dates December 29th, 2023 through January 12th, 2024.

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**BACKGROUND:**

This staff report certifies the separation of duties between the Preparer (Accounting and Payroll Specialist) and the Reviewer (Finance Director and Assistant Finance Director).

Presented in the attached documents:

a) CERTIFICATION OF ACCOUNTS PAYABLE CHECKS by check number range and dates. It also discloses any voided checks.

b) EXPENSE REPORTS showing the amount and funds accounts payable came from.

The "Check Report" depicts the following columns:

c) AP-ACCOUNTS PAYABLE for the vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check number (entitled 'number').

d) PY-PAYROLL for benefit payments, insurance, retirement, etc. Benefits payable on behalf of City staff.

e) Bank Code Summary by payment type.

f) Fund Summary by fund the accounts payables utilized.

CERTIFICATION OF SALARIES

This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates December 29th, 2023 through January 12th, 2024.

**ANALYSIS:**

See the attachments for expense breakdown by respective fund.

**STRATEGIC PLAN:**

None.

**FISCAL IMPACTS:**

None.

**OPTIONS:**

1. Receive and file January 2024 Certifications of Accounts Payable Checks and Certifications of Salaries.

**ATTACHMENTS:**

January 2024 AP & PY Certifications.pdf

# EXHIBIT A:
# CERTIFICATION OF SALARIES

## CERTIFICATION OF SALARIES

**BEG. CHK #:** **148341** **PAYROLL ENDING: 12/29/2023**
**ENDING CHK #:** **148351** **PAY DATE: 01/05/2024**

| | | | |
|---|---|---|---|
| 100 | GENERAL FUND | $ | 366,492.85 |
| 104 | GENERAL FUND-MEASURE T | $ | 89,831.75 |
| 206 | STORMWATER PROGRAM | $ | 545.85 |
| 280 | STATE GAS TAX FUND | $ | 15,612.84 |
| 405 | AAA-AREA AGCY ON AG | $ | 1,522.91 |
| 610 | SEWER ENTERPRISE FUND | $ | 9,492.76 |
| 620 | WATER ENTERPRISE FUND | $ | 75,536.16 |
| 702 | EQUIP. MAINT. FUND | $ | 11,681.09 |
| | | **$** | **570,716.21** |

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

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

Julie Latshaw 2/15/2024
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 2/15/24
MARIA RENTERIA - PAYROLL SPECIALIST DATED

2/15/24
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

# Fund Summary

| Fund | Units | Amount |
|---|---|---|
| 100-GENERAL | 7,152.15 | 366,492.85 |
| 104-GENERAL FUND-MEASURE T | 1,887.65 | 89,831.75 |
| 206-STORMWATER PROGRAM | 8.20 | 545.85 |
| 280-STATE GAS TAX | 383.55 | 15,612.84 |
| 405-AAA (AREA AGCY ON AGING) | 63.20 | 1,522.91 |
| 610-SEWER | 193.78 | 9,492.76 |
| 620-WATER | 1,602.93 | 75,536.16 |
| 702-EQUIPMENT MAINTENANCE | 247.00 | 11,681.09 |
| **Grand Total:** | **11,538.46** | **570,716.21** |

## CERTIFICATION OF SALARIES

**BEG. CHK #:** **148352** **PAYROLL ENDING: 01/12/2024**
**ENDING CHK #:** **148363** **PAY DATE: 01/19/2024**

| | | | |
|---|---|---|---|
| 100 | GENERAL FUND | $ | 284,469.82 |
| 104 | GENERAL FUND-MEASURE T | $ | 65,307.62 |
| 206 | STORMWATER PROGRAM | $ | 550.63 |
| 280 | STATE GAS TAX FUND | $ | 15,970.12 |
| 405 | AAA-AREA AGCY ON AG | $ | 1,567.67 |
| 610 | SEWER ENTERPRISE FUND | $ | 9,485.18 |
| 620 | WATER ENTERPRISE FUND | $ | 73,881.91 |
| 702 | EQUIP. MAINT. FUND | $ | 11,681.09 |
| | | **$** | **462,914.04** |

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

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

Julie Latshaw 2/15/2024
JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 2/15/24
MARIA RENTERIA - PAYROLL SPECIALIST DATED

2/15/24
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

# Fund Summary

| Fund | Units | Amount |
|---|---|---|
| 100-GENERAL | 6,823.82 | 284,469.82 |
| 104-GENERAL FUND-MEASURE T | 1,931.45 | 65,307.62 |
| 206-STORMWATER PROGRAM | 8.20 | 550.63 |
| 280-STATE GAS TAX | 399.32 | 15,970.12 |
| 405-AAA (AREA AGCY ON AGING) | 64.50 | 1,567.67 |
| 610-SEWER | 193.71 | 9,485.18 |
| 620-WATER | 1,618.19 | 73,881.91 |
| 702-EQUIPMENT MAINTENANCE | 247.00 | 11,681.09 |
| **Grand Total:** | **11,286.19** | **462,914.04** |

# EXHIBIT B:

# CERTIFICATION OF ACCOUNTS PAYABLES

## CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

| | | | | | |
|---|---|---|---|---|---|
| CHECK NO.: | 336251 | THRU: | 336256 | DATED: | January 9, 2024 |
| CHECK NO.: | 336260 | THRU: | 336367 | DATED: | January 11, 2024 |
| CHECK NO.: | 336368 | THRU: | 336373 | DATED: | January 11, 2024 |
| CHECK NO.: | 336374 | THRU: | 336383 | DATED: | January 17, 2024 |
| CHECK NO.: | 336384 | THRU: | 336389 | DATED: | January 19, 2024 |
| CHECK NO.: | 336390 | THRU: | 336390 | DATED: | January 22, 2024 |
| CHECK NO.: | 336391 | THRU: | 336486 | DATED: | January 25, 2024 |
| | | | | | |
| DRAFT: | 992161 | THRU: | 992161 | DATED: | January 4, 2024 |
| DRAFT: | 992162 | THRU: | 992167 | DATED: | January 10, 2024 |
| DRAFT: | 992168 | THRU: | 992169 | DATED: | January 18, 2024 |
| DRAFT: | 992170 | THRU: | 992173 | DATED: | January 24, 2024 |
| DRAFT: | 992174 | THRU: | 992174 | DATED: | January 23, 2024 |
| DRAFT: | 992175 | THRU: | 992178 | DATED: | January 25, 2024 |
| DRAFT: | 992179 | THRU: | 992179 | DATED: | January 24, 2024 |
| DRAFT: | 992185 | THRU: | 992185 | DATED: | January 31, 2024 |
| | | | | | |
| VOIDED CHECK NO.: | 335957 | THRU: | 335957 | DATED: | January 24, 2024 |
| VOIDED CHECK NO.: | 336042 | THRU: | 336260 | DATED: | January 24, 2024 |

COUNCIL MEETING DATE: February 21st, 2024

AMOUNT OF CERTIFICATION:

| | DISTRIBUTION BY FUND | |
|---|---|---|
| 100 | GENERAL FUND | $504,344.27 |
| 103 | CABLE TELEVISION FUND | $130.76 |
| 104 | PROF/CONTR SVCS-OTHER | $98,236.10 |
| 115 | RECREATION PROGRAM | $390.00 |
| 205 | NPDES STORMWATER QUALITY | $7,871.89 |
| 206 | STORMWATER PROGRAM | $1,293.23 |
| 280 | STATE GAS TAX | $28,494.64 |
| 281 | LOCAL TRANSPORTATION TAX/LTF/TDA | $3,330.00 |
| 405 | AAA (AREA AGENCY ON AGING | $2,432.23 |
| 412 | AMERICAN RESCUE PLAN | $90,633.77 |
| 450 | HUD - CDBG | $1,739.58 |
| 500 | HILLSBOROUGH OPEN SPACE MAINT | $614.95 |
| 503 | GHAD-GEO HAZ ABATEMENT | $12,013.49 |
| 504 | HARVEST CFD EA1 | $1,741.00 |
| 505 | PBID | $50,000.00 |
| 610 | SEWER ENTERPRISE | $4,344,313.09 |
| 620 | WATER ENTERPRISE | $3,172,443.66 |
| 702 | EQUIPMENT MAINTENANCE FUND | $20,525.86 |
| 800 | CASH DEPOSIT TRUST FUND | $46,148.59 |
| 803 | HARDING PARK TRUST | $13,668.35 |
| 804 | DLA FOR FORMER RDA | $78.00 |
| | | $8,400,443.46 |

Variance of $14,126.80 due to reversals from previous month posted to January

PREPARED BY: _____
BRITTANY NEGRETE
ACCOUNTING SPECIALIST

REVIEWED BY: _____
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: February 15, 2024

EXCEPT: _____

CITY CLERK: _____
JULIE LATSHAW, CITY CLERK

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

Expense Approval Report

Payment Dates: 1/1/2024 - 1/31/2024

# Report Summary

## Fund Summary

| Fund | Payment Amount |
|---|---|
| 100 - GENERAL | 504,344.27 |
| 103 - CABLE TELEVISION | 130.76 |
| 104 - GENERAL FUND-MEASURE T | 98,236.10 |
| 115 - GENERAL RECREATION PRO | 390.00 |
| 205 - NPDES STORMWATER QUALITY | 7,871.89 |
| 206 - STORMWATER PROGRAM | 1,293.23 |
| 280 - STATE GAS TAX | 28,494.64 |
| 281 - LOCAL TRANSPORTATION TDA | 3,330.00 |
| 405 - AAA (AREA AGCY ON AGING) | 2,432.23 |
| 412 - AMERICAN RESCUE PLAN | 90,633.77 |
| 450 - HUD- CDBG | 1,739.58 |
| 500 - HILLSBOROUGH OPEN SPACE | 614.95 |
| 503 - GHAD-GEO HAZ ABATE DIST | 12,013.49 |
| 504 - HARVEST CFD EA1 | 1,741.00 |
| 505 - PROPERTY BUSINESS IMPROVEMENT DISTRICT | 50,000.00 |
| 610 - SEWER | 4,344,313.09 |
| 620 - WATER | 3,172,443.66 |
| 702 - EQUIPMENT MAINTENANCE | 20,525.86 |
| 800 - MISC DEPOSITS | 46,148.59 |
| 803 - HARDING PARK TRUST | 13,668.35 |
| 804 - DLA FOR FORMER RDA | 78.00 |
| **Grand Total:** | **8,400,443.46** |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| **Bank Code: AP-ACCOUNTS PAYABLE** | | | | | | | |
| 010149 | EJS CONSTRUCTION | | 01/24/2024 | Regular | 0.00 | -13,211.63 | 335957 |
| 015768 | AUTMOW, LLC | | 01/24/2024 | Regular | 0.00 | -915.17 | 336042 |
| 010055 | ACCUSOURCE INC | | 01/11/2024 | Regular | 0.00 | 1,016.40 | 336260 |
| #113563 | Invoice | 01/11/2024 | SERVICES RENDERED THROUGH 10/11/20 | | 0.00 | 314.50 | |
| #114087 | Invoice | 01/11/2024 | SERVICES RENDERED THROUGH 11/06/20 | | 0.00 | 701.90 | |
| 011395 | ALLDATA | | 01/11/2024 | Regular | 0.00 | 1,500.00 | 336261 |
| 101575392 | Invoice | 01/11/2024 | ALLDATA REPAIR SUBSCRIPTION SERVICE | | 0.00 | 1,500.00 | |
| 015498 | AMAZON CAPITAL SERVICES | | 01/11/2024 | Regular | 0.00 | 3,995.20 | 336262 |
| 11GH-6MJ9-79Q | Invoice | 01/11/2024 | AT A GLANCE 2024 DESK CALENDAR | | 0.00 | 51.32 | |
| 13GG-H4VC-MHD | Invoice | 01/11/2024 | STAR TECH 2U SERVER RACK SHELF | | 0.00 | 159.74 | |
| 13QV-1DKH-PWN | Invoice | 01/11/2024 | ASUS PROART DISPLAY PA248QV 24.1 INC | | 0.00 | 419.18 | |
| 14GV-HD1V-6PLF | Invoice | 01/11/2024 | FLOWOWORLD FIDDLE LEAF FIG TREE ART | | 0.00 | 310.97 | |
| 197H-796L-7GFF | Invoice | 01/11/2024 | AT A GLANCE 2024 DESK CALENDAR | | 0.00 | 51.32 | |
| 1F6N-W1X9-W6T | Invoice | 01/11/2024 | SPARIN 2 PACK SCREEN PROTECTOR FOR S | | 0.00 | 101.01 | |
| 1K1V-CY36-JQRV | Invoice | 01/11/2024 | XUHAL 600 PACKS BULK EARBUDS HEADP | | 0.00 | 130.76 | |
| 1KW3-Q1HR-K7D | Invoice | 01/11/2024 | KLEIN TOOLS 60347 HARD HAT VENTED F | | 0.00 | 180.75 | |
| 1T37-L4LH-1L4K | Invoice | 01/11/2024 | SWATOM 8 IN 1 MINI SCREWDRIVER SET | | 0.00 | 286.25 | |
| 1V43-DKYC-FYVF | Invoice | 01/11/2024 | PRO DISC CONES SET OF 50 | | 0.00 | 1,732.17 | |
| 1X99-9JQD-9NNK | Invoice | 01/11/2024 | HOOSUNNY 12FT INFLATABLE XMAS ARC | | 0.00 | 522.77 | |
| 1YV9-WYQP-HP9 | Invoice | 01/11/2024 | 19 INCHHORIZONTAL LACING BAR RACK | | 0.00 | 48.96 | |
| 010722 | AMERICAN WATERWORKS ASSOC | | 01/11/2024 | Regular | 0.00 | 2,410.00 | 336263 |
| S0127528 | Invoice | 01/11/2024 | TIULITY 5-10K CUSTSVC CON MEMBERSHI | | 0.00 | 2,410.00 | |
| 011522 | AQUA-TECH SERVICES | | 01/11/2024 | Regular | 0.00 | 90.00 | 336264 |
| 12410 | Invoice | 01/11/2024 | BACKFLOW TEST - TRAIN DEPOT BUILDIN | | 0.00 | 90.00 | |
| 011080 | ARAMARK UNIFORM & CAREER APPAREL GROU | | 01/11/2024 | Regular | 0.00 | 78.90 | 336265 |
| 5020447544 | Invoice | 01/11/2024 | 903 CORPORATION ST - MATS AND RAGS | | 0.00 | 52.73 | |
| 5020452616 | Invoice | 01/11/2024 | 703 CORPORATION ST - MATS AND RAGS | | 0.00 | 26.17 | |
| 016125 | ARANDA, MIKE | | 01/11/2024 | Regular | 0.00 | 3,600.00 | 336266 |
| 0000027 | Invoice | 01/11/2024 | PD CONSULTANT SERVICES 12/11/2023 - | | 0.00 | 1,800.00 | |
| 0000028 | Invoice | 01/11/2024 | PD CONSULTANT SERVICES 12/12/23 - 01/ | | 0.00 | 1,800.00 | |
| 011297 | ASSOCIATION OF WATER AGENCIES OF VENTUI | | 01/11/2024 | Regular | 0.00 | 225.00 | 336267 |
| 06-15361 | Invoice | 01/11/2024 | OPERATOR MATH WORKSHOP MEMBER R | | 0.00 | 225.00 | |
| 011368 | ASWELL TROPHY | | 01/11/2024 | Regular | 0.00 | 32.94 | 336268 |
| 169883 | Invoice | 01/11/2024 | 5X7 BLACK MARBLE PLAQUE AND SILVER | | 0.00 | 32.94 | |
| 011738 | AT&T CALNET 3 | | 01/11/2024 | Regular | 0.00 | 510.58 | 336269 |
| 000021003424 | Invoice | 01/11/2024 | MONTHLY UTILITY CHARGES | | 0.00 | 510.58 | |
| 016240 | ATKINSON, ANDELSON, LOYA, RUUD AND ROM | | 01/11/2024 | Regular | 0.00 | 2,598.75 | 336270 |
| 692149 | Invoice | 01/11/2024 | LABOR NEGOTIATOR SERVICES | | 0.00 | 2,598.75 | |
| 015218 | BARAJAS, DAVID | | 01/11/2024 | Regular | 0.00 | 8,240.00 | 336271 |
| 1439 | Invoice | 01/11/2024 | INSTALLATION OF NEW WIRING AND 3 LE | | 0.00 | 1,155.00 | |
| 1440 | Invoice | 01/11/2024 | INSTALLATION OF CONDUIT AND WIRING | | 0.00 | 1,420.00 | |
| 1441 | Invoice | 01/11/2024 | INSTALLATION OF CONDUIT AND WIRING | | 0.00 | 1,390.00 | |
| 1442 | Invoice | 01/11/2024 | INSTALLATION OF CONDUITAND WIRING T | | 0.00 | 1,480.00 | |
| 1443 | Invoice | 01/11/2024 | INSTALLATION OF 4 NEW LED FLOOD LIGH | | 0.00 | 1,515.00 | |
| 1444 | Invoice | 01/11/2024 | INSTALLATION OF WIRING AND BOXES FO | | 0.00 | 1,280.00 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 015877 | BERMUDEZ POLYGRAPH | | 01/11/2024 | Regular | 0.00 | 1,500.00 | 336272 |
| 872 | Invoice | 01/11/2024 | PRE EMPLOYMENT EXAM - DISPATCHER X | | 0.00 | 1,500.00 | |
| 011211 | BNY MELLON | | 01/11/2024 | Regular | 0.00 | 1,500.00 | 336273 |
| 252-2601661 | Invoice | 01/11/2024 | SPUA WAT BOND SER 2019 12/19/23 - 12 | | 0.00 | 1,500.00 | |
| 014256 | BOB MURRAY & ASSOCIATES | | 01/11/2024 | Regular | 0.00 | 653.37 | 336274 |
| 10390 | Invoice | 01/11/2024 | CLERICAL SUPPORT - AD/CAREERS IN GOV | | 0.00 | 653.37 | |
| 011094 | BRAGG INVESTMENT COMPANY, INC. | | 01/11/2024 | Regular | 0.00 | 37.56 | 336275 |
| 1080664 | Invoice | 01/11/2024 | AT195302 KEY SKIP LOADER | | 0.00 | 37.56 | |
| 012620 | BSN SPORTS, LLC | | 01/11/2024 | Regular | 0.00 | 2,913.45 | 336276 |
| 924287483 | Invoice | 01/11/2024 | EVO NXT 29.5 ORANGE WITH BLACK | | 0.00 | 2,913.45 | |
| 016092 | BULLOCK, TARA | | 01/11/2024 | Regular | 0.00 | 390.00 | 336277 |
| #1011 | Invoice | 01/11/2024 | YOUTH AND ADULT CLASSES 12/06/23 - 1 | | 0.00 | 390.00 | |
| 012679 | CAL-STATE AUTO PARTS | | 01/11/2024 | Regular | 0.00 | 340.54 | 336278 |
| 900717 | Invoice | 01/11/2024 | #274 - 5C3Z 2V001-C PAD BRAKE | | 0.00 | 77.28 | |
| 900953 | Invoice | 01/11/2024 | #274 - 88864530 BATTERY ASM, CALIF BA | | 0.00 | 263.26 | |
| 011089 | CAROLLO ENGINEERS | | 01/11/2024 | Regular | 0.00 | 5,325.75 | 336279 |
| FB45479 | Invoice | 01/11/2024 | PSA- MAINTSTAR IMPLEMENTATION | | 0.00 | 5,325.75 | |
| 011336 | CDCE INC. | | 01/11/2024 | Regular | 0.00 | 470.00 | 336280 |
| 138445-32 | Invoice | 01/11/2024 | RENEWAL FOR LEASE #138445 FY23/24 (# | | 0.00 | 290.00 | |
| 139414-24 | Invoice | 01/11/2024 | RENEWAL FOR LEASE #139414 FY23/24 (# | | 0.00 | 180.00 | |
| 011312 | CERTIFIED LABORATORIES | | 01/11/2024 | Regular | 0.00 | 322.08 | 336281 |
| 8472610 | Invoice | 01/11/2024 | PREMALUBE RED 35LB POLY NO LINER | | 0.00 | 322.08 | |
| 015874 | CHANDLER ASSET MANAGEMENT, INC. | | 01/11/2024 | Regular | 0.00 | 2,495.52 | 336282 |
| 2312SANTAPAU | Invoice | 01/11/2024 | 23/24 INVESTMENT MANAGEMENT SRVS. | | 0.00 | 2,495.52 | |
| 015999 | CHARTER COMMUNICATIONS HOLDING, LLC | | 01/11/2024 | Regular | 0.00 | 4,722.76 | 336283 |
| 0093783010124 | Invoice | 01/11/2024 | 970 E VENTURA ST 01/01/24 - 01/31/24 | | 0.00 | 156.31 | |
| 0095804121023 | Invoice | 01/11/2024 | 214 S 10TH ST 12/10/23 - 01/09/24 | | 0.00 | 289.12 | |
| 0304065121523 | Invoice | 01/11/2024 | 970 E VENTURA ST ANNEX 12/15/23 - 01/ | | 0.00 | 5.34 | |
| 0460685102723 | Invoice | 01/11/2024 | 970 E VENTURA ST FIBER 10/27/23 - 11/2 | | 0.00 | 1,399.00 | |
| 0460685112723 | Invoice | 01/11/2024 | 970 E VENTURA ST FIBER 11/27/23 - 12/2 | | 0.00 | 1,399.00 | |
| 0460685122723 | Invoice | 01/11/2024 | 970 VENTURA ST FIBER 2/27/23 - 01/26/2 | | 0.00 | 1,399.00 | |
| 0469363122323 | Invoice | 01/11/2024 | 431 N 13TH ST 12/23/23 - 01/22/24 | | 0.00 | 74.99 | |
| 011406 | COFFELT, JOHN | | 01/11/2024 | Regular | 0.00 | 10,205.12 | 336284 |
| JANUARY 2024 | Invoice | 01/11/2024 | ADPP PAYMENT FOR JANUARY 2024 | | 0.00 | 2,551.28 | |
| RETRO OCTOBER | Invoice | 01/11/2024 | ADDP PAYMENT FOR RETROACTIVE DUE T | | 0.00 | 7,653.84 | |
| 011306 | CONSOLIDATED ELECTRICAL DISTRIBUTOR | | 01/11/2024 | Regular | 0.00 | 29,279.31 | 336285 |
| 9009-1041565 | Invoice | 01/11/2024 | BRADLEY PROGRAMMABLE LOGIC CONTR | | 0.00 | 29,279.31 | |
| 011148 | COUNTY OF VENTURA | | 01/11/2024 | Regular | 0.00 | 171.20 | 336286 |
| R108 JAN-24 | Invoice | 01/11/2024 | JANUARY 2024 RENT APN 108-0-101-055 | | 0.00 | 171.20 | |
| 015615 | COUNTY OF VENTURA - CEO | | 01/11/2024 | Regular | 0.00 | 1,533.64 | 336287 |
| 2023-OCT-DEC | Invoice | 01/11/2024 | CDBG LOAN PAYMENTS PRINCIPAL/INTER | | 0.00 | 1,533.64 | |
| 010932 | COUNTY OF VENTURA IT SERVICES | | 01/11/2024 | Regular | 0.00 | 5,582.08 | 336288 |
| INV0277971 | Invoice | 01/11/2024 | GIS ACCT 2203 06/01/23 - 06/30/23 | | 0.00 | 923.40 | |
| INV0287924 | Invoice | 01/11/2024 | GIS ACCT 2203 11/01/23 - 11/30/23 | | 0.00 | 1,659.21 | |
| INV0290129 | Invoice | 01/11/2024 | RADIO COMM ISF ACCT 2033 12/01/23 - | | 0.00 | 1,340.26 | |
| INV0290135 | Invoice | 01/11/2024 | GIS ACCT 2203 12/01/23 - 12/31/23 | | 0.00 | 1,659.21 | |
| 011161 | CRAGOE PEST SERVICES INC | | 01/11/2024 | Regular | 0.00 | 1,140.00 | 336289 |
| 172-00248223 | Invoice | 01/11/2024 | PEST CONTROL - TEAGUE PARK | | 0.00 | 40.00 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 172-00248394 | Invoice | 01/11/2024 | PEST CONTROL - RECREATION PARK | | 0.00 | 35.00 | |
| 172-00248403 | Invoice | 01/11/2024 | PEST CONTROL - MILL PARK | | 0.00 | 40.00 | |
| 172-00248404 | Invoice | 01/11/2024 | PEST CONTROL - OBREGON PARK | | 0.00 | 35.00 | |
| 172-00248405 | Invoice | 01/11/2024 | PEST CONTROL - VETERANS PARK | | 0.00 | 40.00 | |
| 172-00249772 | Invoice | 01/11/2024 | PEST CONTROL - EBELL PARK | | 0.00 | 30.00 | |
| 172-00250022 | Invoice | 01/11/2024 | PEST CONTROL - WRF | | 0.00 | 70.00 | |
| 172-00250228 | Invoice | 01/11/2024 | PEST CONTROL - LAS PIEDRAS PARK | | 0.00 | 40.00 | |
| 172-00250229 | Invoice | 01/11/2024 | PEST CONTROL - MANOR RIDGE SLOPES | | 0.00 | 55.00 | |
| 172-00250608 | Invoice | 01/11/2024 | PEST CONTROL - HARDING PARK | | 0.00 | 40.00 | |
| 172-00251939 | Invoice | 01/11/2024 | PEST CONTROL - HARDING PARK | | 0.00 | 40.00 | |
| 172-00252335 | Invoice | 01/11/2024 | PEST CONTROL - TRAIN DEPOT STATION | | 0.00 | 40.00 | |
| 172-00252336 | Invoice | 01/11/2024 | PEST CONTROL - CORPORATE YARD | | 0.00 | 60.00 | |
| 172-00252337 | Invoice | 01/11/2024 | PEST CONTROL - SP COMMUNITY CENTER | | 0.00 | 45.00 | |
| 172-00252338 | Invoice | 01/11/2024 | PEST CONTROL - WRF | | 0.00 | 50.00 | |
| 172-00252339 | Invoice | 01/11/2024 | PEST CONTROL - WRF | | 0.00 | 30.00 | |
| 172-00252340 | Invoice | 01/11/2024 | PEST CONTROL - STECKET WATER TREATM | | 0.00 | 25.00 | |
| 172-00252341 | Invoice | 01/11/2024 | PEST CONTROL - STECKET WATER TREATE | | 0.00 | 30.00 | |
| 172-00252342 | Invoice | 01/11/2024 | PEST CONTROL - SP CITY HALL | | 0.00 | 30.00 | |
| 172-00252343 | Invoice | 01/11/2024 | PEST CONTROL - SP CITY HALL | | 0.00 | 15.00 | |
| 172-00252344 | Invoice | 01/11/2024 | PEST CONTROL - WATER YARD | | 0.00 | 20.00 | |
| 172-00252345 | Invoice | 01/11/2024 | PEST CONTROL - WATER YARD | | 0.00 | 50.00 | |
| 172-00252477 | Invoice | 01/11/2024 | PEST CONTROL - OLD FIRE STATION STOR | | 0.00 | 40.00 | |
| 172-00252478 | Invoice | 01/11/2024 | PEST CONTROL - SPPD | | 0.00 | 60.00 | |
| 172-00252479 | Invoice | 01/11/2024 | PEST CONTROL - SPPD | | 0.00 | 30.00 | |
| 172-00252480 | Invoice | 01/11/2024 | PEST CONTROL - PLANNING AND ECONO | | 0.00 | 40.00 | |
| 172-00252481 | Invoice | 01/11/2024 | PEST CONTROL - PLANNING AND ECONO | | 0.00 | 20.00 | |
| 172-00252482 | Invoice | 01/11/2024 | PEST CONTROL - SP COMMUNITY CENTE | | 0.00 | 20.00 | |
| 172-00252844 | Invoice | 01/11/2024 | PEST CONTROL - CULTURAL ARTS BUILDIN | | 0.00 | 40.00 | |
| 172-00252845 | Invoice | 01/11/2024 | PEST CONTROL - SP YOUTH CENTER | | 0.00 | 30.00 | |
| 016217 | DAVID ATKIN CONSTRUCTION INC. | | 01/11/2024 | Regular | 0.00 | 4,968.00 | 336290 |
| 640 | Invoice | 01/11/2024 | CONSTRUC WALL AND BARN DOOR COM | | 0.00 | 4,968.00 | |
| 011210 | DEPARTMENT OF JUSTICE | | 01/11/2024 | Regular | 0.00 | 490.00 | 336291 |
| 680699 | Invoice | 01/11/2024 | AUGUST 2023 FINGERPRINT APPS | | 0.00 | 160.00 | |
| 700828 | Invoice | 01/11/2024 | NOVEMBER 2023 FINGERPRINT APPS, CHI | | 0.00 | 330.00 | |
| 012948 | DIAL SECURITY 2021 | | 01/11/2024 | Regular | 0.00 | 44.40 | 336292 |
| 462872 | Invoice | 01/11/2024 | ALARM SYSTEM 265 1/2 QUAIL CT | | 0.00 | 44.40 | |
| 013724 | DIRECT TV | | 01/11/2024 | Regular | 0.00 | 103.99 | 336293 |
| 016698695X2312 | Invoice | 01/11/2024 | MONTHLY UTILITY CHARGES 12/20/23 - 1 | | 0.00 | 103.99 | |
| 013975 | DODOS DESIGN - GARCIA, DAVID | | 01/11/2024 | Regular | 0.00 | 812.90 | 336294 |
| 9084 | Invoice | 01/11/2024 | BANNER 4X5 FT 1117-1119 E MAIN ST | | 0.00 | 160.00 | |
| 9287 | Invoice | 01/11/2024 | PRINT SILK SCREENING ONE TIME SET UP | | 0.00 | 487.90 | |
| 9371 | Invoice | 01/11/2024 | EMBROIDERY STITCH COUNT FILE DTS MA | | 0.00 | 165.00 | |
| 016156 | EFUEL LLC | | 01/11/2024 | Regular | 0.00 | 15,055.24 | 336295 |
| 1511969 | Invoice | 01/11/2024 | VARIOUS FUEL CHARGES | | 0.00 | 7,987.73 | |
| 1526692 | Invoice | 01/11/2024 | VARIOUS FUEL CHARGES | | 0.00 | 7,067.51 | |
| 013360 | ENGEO INCORPORATED | | 01/11/2024 | Regular | 0.00 | 9,971.49 | 336296 |
| 284654 | Invoice | 01/11/2024 | GHAD MANAGEMENT FY23/24 | | 0.00 | 1,020.00 | |
| 285399 | Invoice | 01/11/2024 | GHAD MANAGEMENT FY23/24 | | 0.00 | 1,753.75 | |
| 286002 | Invoice | 01/11/2024 | GHAD MANAGEMENT FY23/24 | | 0.00 | 510.00 | |
| 287093 | Invoice | 01/11/2024 | GHAD MANAGEMENT FY23/24 | | 0.00 | 4,969.30 | |
| 287824 | Invoice | 01/11/2024 | GHAD MANAGEMENT FY23/24 | | 0.00 | 1,718.44 | |
| 016126 | ENVISION VTA FD AUTO LLC | | 01/11/2024 | Regular | 0.00 | 178.27 | 336297 |
| 21467 | Invoice | 01/11/2024 | #463 - BOLT 40D | | 0.00 | 2.88 | |
| 22473 | Invoice | 01/11/2024 | #254 - KIT TPM12 | | 0.00 | 175.39 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 010395 | FAMCON PIPE & SUPPLY, INC. | | 01/11/2024 | Regular | 0.00 | 1,518.93 | 336298 |
| S100114392.002 | Invoice | 01/11/2024 | A24NL FORD A24 1 METER ADT | | 0.00 | 450.45 | |
| S100114393.001 | Invoice | 01/11/2024 | A23NL FORD A23-NL 3/4 METER ADT | | 0.00 | 373.23 | |
| S100117480.001 | Invoice | 01/11/2024 | 6 HOLE BREAK OFF B AND N SILICONE FILL | | 0.00 | 695.25 | |
| 010398 | FEDEX CORPORATION | | 01/11/2024 | Regular | 0.00 | 50.98 | 336299 |
| 8-213-79020 | Invoice | 01/11/2024 | TRACKING 815299544167 TO COMMISIO | | 0.00 | 50.98 | |
| 010404 | FENCE FACTORY SATICOY | | 01/11/2024 | Regular | 0.00 | 1,127.01 | 336300 |
| 448763 | Invoice | 01/11/2024 | 2 3/8X1 5/8 PS EYETOP REG | | 0.00 | 1,127.01 | |
| 010440 | FGL ENVIRONMENTAL, INC | | 01/11/2024 | Regular | 0.00 | 7,787.00 | 336301 |
| 305925A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 192.00 | |
| 306668A | Invoice | 01/11/2024 | FIELD TEST - FIELD CL TOTAL | | 0.00 | 30.00 | |
| 306686A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 306842A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307000A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307263A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307324A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307354A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307359A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307396A | Invoice | 01/11/2024 | METALS TOTAL SAR, CONDUCTIVITY | | 0.00 | 108.00 | |
| 307578A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307649A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307855A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307882A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307883A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 307978A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 308046A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 192.00 | |
| 308147A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 308579A | Invoice | 01/11/2024 | MATERIALS/DISPOSAL | | 0.00 | 1,430.00 | |
| 308645A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 310259A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 310275A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 310392A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 310459A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 310568A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 192.00 | |
| 310595A | Invoice | 01/11/2024 | FIELD TEST - FIELD CL TOTAL | | 0.00 | 30.00 | |
| 310726A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 310792A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 310794A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 310802A | Invoice | 01/11/2024 | WET CHEMISTRY TDS, CONDUCTIVITY | | 0.00 | 963.00 | |
| 310920A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 311033A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 311034A | Invoice | 01/11/2024 | WET CHEMISTRY - TDS | | 0.00 | 813.00 | |
| 311113A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 311231A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 311266A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 311268A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 311282A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 313056A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 313131A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 313326A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 313327A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 313328A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 313435A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 313644A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 313715A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 313788A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 318573A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 318826A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 319206A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 192.00 | |
| 319458A | Invoice | 01/11/2024 | METALS TOTAL SAR, WET CHEMISTRY | | 0.00 | 105.00 | |
| 319459A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 724.00 | |
| 319619A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 319703A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 319746A | Invoice | 01/11/2024 | FIELD TEST - TOTAL CL | | 0.00 | 30.00 | |
| 319771A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 192.00 | |
| 319829A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 319897A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 319909A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 319989A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320034A | Invoice | 01/11/2024 | COLIFORM - COLILERT P/A | | 0.00 | 289.00 | |
| 320100A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 192.00 | |
| 320164A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320250A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320291A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320292A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320300A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320386A | Invoice | 01/11/2024 | COLIFORM - COLILERT P/A | | 0.00 | 263.00 | |
| 320391A | Invoice | 01/11/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320586a | Invoice | 01/11/2024 | FIELD TEST TOTAL CL | | 0.00 | 30.00 | |
| | **Void** | | 01/11/2024 | Regular | 0.00 | 0.00 | 336302 |
| | **Void** | | 01/11/2024 | Regular | 0.00 | 0.00 | 336303 |
| 012437 | FMP UNIFORM CO. | | 01/11/2024 | Regular | 0.00 | 1,073.73 | 336304 |
| 17482 | Invoice | 01/11/2024 | NAME PLAE METAL SPECIFY COLORS ELBE | | 0.00 | 309.78 | |
| 17511 | Invoice | 01/11/2024 | VANGUARD SILVER TIE BAR | | 0.00 | 126.61 | |
| 17539 | Invoice | 01/11/2024 | ELBECO LAPD 100% WOOL DARK NAVY M | | 0.00 | 309.78 | |
| 17540 | Invoice | 01/11/2024 | FLYING CROSS WMS LONG SLEEVE WOOL | | 0.00 | 327.56 | |
| 010429 | FOXCROFT EQUIPMENT & SERVICE | | 01/11/2024 | Regular | 0.00 | 1,005.00 | 336305 |
| 805851 | Invoice | 01/11/2024 | PREVENTATIVE MAINTENANCE KIT FOR FX | | 0.00 | 1,005.00 | |
| 010432 | FRANK'S PAINT & HARDWARE | | 01/11/2024 | Regular | 0.00 | 1,656.98 | 336306 |
| 33387 | Invoice | 01/11/2024 | DISC BULLET 22-16G PK6 | | 0.00 | 2.80 | |
| 381304 | Invoice | 01/11/2024 | STRIPE RED 18OZ | | 0.00 | 116.78 | |
| 381313 | Invoice | 01/11/2024 | AERVOE STRIPING PAINT WHITE | | 0.00 | 233.56 | |
| 381364 | Invoice | 01/11/2024 | HARDWARE | | 0.00 | 28.22 | |
| 381532 | Invoice | 01/11/2024 | ALL PURPOSE SAND 50LB | | 0.00 | 55.89 | |
| 381611 | Invoice | 01/11/2024 | 1766338 DIAMOND RECEP 9 INCH BLD | | 0.00 | 49.77 | |
| 381628 | Invoice | 01/11/2024 | SNCG34100 3/4X100 COMMERCIAL HOSE | | 0.00 | 119.06 | |
| 381637 | Invoice | 01/11/2024 | 21-399 PCKT SURFORM PLANES | | 0.00 | 16.23 | |
| 381639 | Invoice | 01/11/2024 | DOOR STOPS 5 IN CHROME | | 0.00 | 10.81 | |
| 381644 | Invoice | 01/11/2024 | AERVOE STRIPING PAINT FLAG FOOTBALL | | 0.00 | 233.56 | |
| 381677 | Invoice | 01/11/2024 | PORTLAND CEMENT 94 LB | | 0.00 | 21.31 | |
| 381687 | Credit Memo | 01/11/2024 | allpurpose sand 50lb | | 0.00 | -24.64 | |
| 381699 | Invoice | 01/11/2024 | 1 1/2X72 SAND CLOTH | | 0.00 | 31.59 | |
| 381709 | Invoice | 01/11/2024 | concrete 60lb | | 0.00 | 7.57 | |
| 381821 | Invoice | 01/11/2024 | PAIL FOAM FRIP 5 GAL | | 0.00 | 178.33 | |
| 381822 | Invoice | 01/11/2024 | WONDER PRO ACRYLIC ENAMEL SEMI | | 0.00 | 49.74 | |
| 381827 | Invoice | 01/11/2024 | 3401 SF COVE BASE ADH 10.5OZ | | 0.00 | 11.45 | |
| 381919 | Invoice | 01/11/2024 | BR23020 BREAKER 20/20A DUPLEX | | 0.00 | 33.68 | |
| 381963 | Invoice | 01/11/2024 | NUTS AND B OLTS A PACKAGE | | 0.00 | 28.94 | |
| 381969 | Invoice | 01/11/2024 | NUTS AND BOLTS | | 0.00 | 7.46 | |
| 382004 | Invoice | 01/11/2024 | WONDER PRO ACRYLIC ENAMEL SEMI | | 0.00 | 281.16 | |
| 382020 | Invoice | 01/11/2024 | WONDER PRO ACRYLIC LATEX FLAT GL | | 0.00 | 133.10 | |
| 382084 | Invoice | 01/11/2024 | ALL PURPOSE JOINT COMPOUND | | 0.00 | 27.14 | |
| 382109 | Credit Memo | 01/11/2024 | ALL PURPOSE JOINT COMPOUND | | 0.00 | -20.56 | |
| 382110 | Invoice | 01/11/2024 | GORILLA CONS ADHESIVE 9OZ | | 0.00 | 24.03 | |
| 014061 | FRONTIER COMMUNICATIONS | | 01/11/2024 | Regular | 0.00 | 2,425.44 | 336307 |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 12/28/23 - 01/27 | Invoice | 01/11/2024 | MONTHLY UTILITY CHARGES | | 0.00 | 2,425.44 | |
| 015222 | GOODSUITE | | 01/11/2024 | Regular | 0.00 | 858.36 | 336308 |
| INV211706 | Invoice | 01/11/2024 | BILLING PERIOD 12/01/2023 - 12/31/202 | | 0.00 | 858.36 | |
| 012800 | GRANITE CONSTRUCTION COMPANY | | 01/11/2024 | Regular | 0.00 | 1,146.41 | 336309 |
| 2626846 | Invoice | 01/11/2024 | 13948 - 1/2 HMA FINE B | | 0.00 | 93.85 | |
| 2628302 | Invoice | 01/11/2024 | 13948 - 1/2 HMA FINE B | | 0.00 | 173.32 | |
| 2630478 | Invoice | 01/11/2024 | 3/88 INCH CMACOLDDMIXSC800 | | 0.00 | 781.21 | |
| 2631243 | Invoice | 01/11/2024 | 13948 - 1/2 HMA FINE B | | 0.00 | 98.03 | |
| 014686 | HASA, INC. | | 01/11/2024 | Regular | 0.00 | 5,177.44 | 336310 |
| 934669 | Invoice | 01/11/2024 | MULTI-CHLOR 1GAL BULK MINI 1 CARGO | | 0.00 | 1,933.54 | |
| 934670 | Invoice | 01/11/2024 | MULTI-CHLOR 1GAL BULK MINI 1 CARGO | | 0.00 | 2,793.23 | |
| 934672 | Invoice | 01/11/2024 | MULTI-CHLOR 1GAL BULK MINI 1 CARGO | | 0.00 | 94.71 | |
| 934677 | Invoice | 01/11/2024 | MULTI-CHLOR 1GAL BULK MINI 1 CARGO | | 0.00 | 248.29 | |
| 934679 | Invoice | 01/11/2024 | MULTI-CHLOR 1GAL BULK MINI 1 CARGO | | 0.00 | 107.67 | |
| 016308 | HERNANDEZ, ANGEL | | 01/11/2024 | Regular | 0.00 | 2,337.00 | 336311 |
| #3614 | Invoice | 01/11/2024 | REMAINING BALANCE ROLLER SHADES | | 0.00 | 2,337.00 | |
| 015153 | HINDERLITER DE LLAMAS & ASSOCIATES | | 01/11/2024 | Regular | 0.00 | 1,476.73 | 336312 |
| SIN034266 | Invoice | 01/11/2024 | SALES, USE AND TRANSACTION TAX SRVS. | | 0.00 | 1,176.73 | |
| SIN034661 | Invoice | 01/11/2024 | SALES, USE AND TRANSACTION TAX SRVS. | | 0.00 | 300.00 | |
| 016127 | HOMELAND LANGUAGE SERVICES LLC | | 01/11/2024 | Regular | 0.00 | 930.24 | 336313 |
| 2489 | Invoice | 01/11/2024 | TRANSLATING SERVICES 11/01/23 - 11/15 | | 0.00 | 930.24 | |
| 010537 | HOUSE SANITARY SUPPLY | | 01/11/2024 | Regular | 0.00 | 625.45 | 336314 |
| 284977-02 | Invoice | 01/11/2024 | AEROSOL GLASS CLEANER 19 | | 0.00 | 169.75 | |
| 286676 | Invoice | 01/11/2024 | LR FUTURA 40X48 CLEAR | | 0.00 | 455.70 | |
| 015640 | HUITT-ZOLLARS, INC. | | 01/11/2024 | Regular | 0.00 | 6,780.00 | 336315 |
| 3134730112 | Invoice | 01/11/2024 | PSA-CANYON BOOSTER PUMP UPGRADE | | 0.00 | 2,555.00 | |
| 3134740112 | Invoice | 01/11/2024 | ENGINEERING DESIGN SERVICES FOR IMP | | 0.00 | 4,225.00 | |
| 010551 | ICMA INTERNATIONAL CIT/COUNTY MANAGEN | | 01/11/2024 | Regular | 0.00 | 1,200.00 | 336316 |
| 2024 RENEWAL | Invoice | 01/11/2024 | D. SINGER RENEWAL MEMBER #204652 | | 0.00 | 1,200.00 | |
| 014988 | INFRASCALE INC. | | 01/11/2024 | Regular | 0.00 | 1,590.91 | 336317 |
| INV00778312 | Invoice | 01/11/2024 | COULD COMPUTE INSTANCE IBDR COULD | | 0.00 | 1,590.91 | |
| 015893 | INTERNATIONAL BUSINESS INFORMATION TEC | | 01/11/2024 | Regular | 0.00 | 6,285.75 | 336318 |
| INV-002575 | Invoice | 01/11/2024 | ANNUAL SHIELD SUITE SUBSCRIPTION BA | | 0.00 | 6,285.75 | |
| 011796 | LANDS' END BUSINESS OUTFITTERS | | 01/11/2024 | Regular | 0.00 | 751.26 | 336319 |
| SIN11613354 | Invoice | 01/11/2024 | LOGO APPLICATION FEE, SHIRTS FOR CED | | 0.00 | 562.21 | |
| SIN11702797 | Invoice | 01/11/2024 | LOO APPLICATION FEE, SHIRTS FOR CED | | 0.00 | 189.05 | |
| 013544 | LARRY WALKER ASSOCIATES, INC. | | 01/11/2024 | Regular | 0.00 | 9,817.25 | 336320 |
| 00506.12-15 | Invoice | 01/11/2024 | WASTEWATER DISCHARGE PERMIT COMP | | 0.00 | 9,817.25 | |
| 011807 | LIVESCAN EXPRESS, INC. | | 01/11/2024 | Regular | 0.00 | 44.00 | 336321 |
| 6403 | Invoice | 01/11/2024 | FINGERPRINT SCANNING SERVICES 11/20 | | 0.00 | 44.00 | |
| 010061 | LOWE'S | | 01/11/2024 | Regular | 0.00 | 7,229.91 | 336322 |
| 901354 | Invoice | 01/11/2024 | PS CDLS 1 IN LF 36-64 | | 0.00 | 26.94 | |
| 901357 | Invoice | 01/11/2024 | KOBALT 77X24X72 S TIER ST | | 0.00 | 745.15 | |
| 901359 | Invoice | 01/11/2024 | FE LFL 32W T8A 4TH 6.5K | | 0.00 | 65.38 | |
| 901488 | Invoice | 01/11/2024 | 2 GANG NEW WORK BOX 32 CU | | 0.00 | 1,005.11 | |
| 901489 | Invoice | 01/11/2024 | UT 12 IN FLUSH MT SQ LED C | | 0.00 | 79.88 | |
| 901723 | Invoice | 01/11/2024 | NELSON 12 CT WOOD WHIMS | | 0.00 | 787.09 | |
| 901829 | Invoice | 01/11/2024 | 2-4-8 KD DF SELECT STUD | | 0.00 | 1,143.74 | |
| 901839 | Invoice | 01/11/2024 | 3/4-2-4 OAK HARDWOOD | | 0.00 | 409.81 | |
| 901841 | Invoice | 01/11/2024 | 1X3/8X3/8 NYLN SPCR CT 2 | | 0.00 | 435.00 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 901911 | Invoice | 01/11/2024 | 1-4-12 PRIMED PINE, 1-4-16 PRIMED PINE | | 0.00 | 181.57 | |
| 901913 | Invoice | 01/11/2024 | GE LFL 75W T12A 8FT | | 0.00 | 145.19 | |
| 956581 | Invoice | 01/11/2024 | 36-84 ZPINE BARN DOOR W/S | | 0.00 | 608.15 | |
| 960143 | Invoice | 01/11/2024 | NG 1/2 X 4 X 8 HS KLUTE GB | | 0.00 | 113.77 | |
| 977974 | Invoice | 01/11/2024 | 19/32 CAT SE OSB SHEATING | | 0.00 | 652.78 | |
| 979288 | Invoice | 01/11/2024 | 2-6-16 TC #2 BTR GREEN DO | | 0.00 | 186.81 | |
| 979347 | Invoice | 01/11/2024 | 2X4X8 GDF STUD | | 0.00 | 38.06 | |
| 986295 | Invoice | 01/11/2024 | UNF 96 INCH TOEKICK OAK COD | | 0.00 | 25.93 | |
| 986636 | Invoice | 01/11/2024 | USG TOPPING COMPND 3.5GA | | 0.00 | 337.01 | |
| 999868 | Invoice | 01/11/2024 | 15/32 CAT THERMOSTAT RAD | | 0.00 | 242.54 | |
| 015633 | M6 CONSULTING, INC. | | 01/11/2024 | Regular | 0.00 | 27,942.28 | 336323 |
| 3141 | Invoice | 01/11/2024 | TASK ORDER #1-3YR PSA ON CALL AGRM | | 0.00 | 27,942.28 | |
| 015442 | MARIPOSA LANDSCAPES, INC. | | 01/11/2024 | Regular | 0.00 | 4,868.47 | 336324 |
| 105350 | Invoice | 01/11/2024 | FIELD MAINTENANCE-HARDING PARK LAN | | 0.00 | 4,868.47 | |
| 015602 | MATA, IVAN | | 01/11/2024 | Regular | 0.00 | 801.25 | 336325 |
| 1662 | Invoice | 01/11/2024 | CLEANING SERVICES FOR THE MONTH OF | | 0.00 | 801.25 | |
| 015989 | MERCHANT MCINTYRE & ASSOCIATES, LLC | | 01/11/2024 | Regular | 0.00 | 6,500.00 | 336326 |
| 109-2024-001 | Invoice | 01/11/2024 | AMEND NO.2 PSA FOR LEGISLATIVE ADVO | | 0.00 | 6,500.00 | |
| 014436 | MINER'S ACE HARDWARE | | 01/11/2024 | Regular | 0.00 | 534.72 | 336327 |
| 33358 | Invoice | 01/11/2024 | DIAB RECIP 9 INCH 4/6T 5PK | | 0.00 | 36.78 | |
| 33369 | Invoice | 01/11/2024 | REVERSE SQUEEZE STAPLER | | 0.00 | 28.35 | |
| 33372 | Invoice | 01/11/2024 | COMPACKT HACK SAW | | 0.00 | 21.64 | |
| 33387 | Invoice | 01/11/2024 | DISC BULLET 22-16G PK6 | | 0.00 | 2.80 | |
| 33398 | Invoice | 01/11/2024 | CLAMP HOSE 4-1/6 INCH -5 SS | | 0.00 | 31.09 | |
| 33413 | Invoice | 01/11/2024 | KEYS | | 0.00 | 12.96 | |
| 33431 | Invoice | 01/11/2024 | FLEXSEAL 14 OZ SPRAY BLK | | 0.00 | 85.46 | |
| 33457 | Invoice | 01/11/2024 | TUBE STRAP GALVANIZED1/2 INCH | | 0.00 | 25.49 | |
| 33487 | Invoice | 01/11/2024 | GOLF UMBRELLA BLK 60 INCH | | 0.00 | 17.31 | |
| 33490 | Invoice | 01/11/2024 | BULB T8 G13 24 INCH 17W | | 0.00 | 10.81 | |
| 33500 | Credit Memo | 01/11/2024 | BULB T8 G13 CW 24 INCH 17W | | 0.00 | -10.81 | |
| 33513 | Invoice | 01/11/2024 | KEYS | | 0.00 | 12.96 | |
| 33523 | Invoice | 01/11/2024 | WALLPLATE 1G MID BLNK IV | | 0.00 | 1.72 | |
| 33529 | Invoice | 01/11/2024 | TERRY TOWELS | | 0.00 | 10.80 | |
| 33530 | Invoice | 01/11/2024 | S/F RESPIRATOR 2PK | | 0.00 | 28.12 | |
| 33531 | Invoice | 01/11/2024 | COMM SWITCH 3/W 20A WHT | | 0.00 | 12.97 | |
| 33533 | Invoice | 01/11/2024 | COUPLER STEREO F TO F | | 0.00 | 16.22 | |
| 33535 | Invoice | 01/11/2024 | FLEX SEAL 14OZ CLEAR | | 0.00 | 95.40 | |
| 33547 | Invoice | 01/11/2024 | FG STA-PIN 1/4 X 2 18 | | 0.00 | 15.13 | |
| 33560 | Invoice | 01/11/2024 | DW FTQ FRIVER BIT SET 40 PC | | 0.00 | 66.55 | |
| 33571 | Invoice | 01/11/2024 | PLUG GROUND PVC 15A | | 0.00 | 12.97 | |
| 015884 | NATIONAL AUTO FLEET GROUP | | 01/11/2024 | Regular | 0.00 | 37,131.12 | 336328 |
| WF8817 | Invoice | 01/11/2024 | 2023 Ford Transit Connect Wagon (S9E) X | | 0.00 | 37,131.12 | |
| 016052 | NATURAL GREEN LANDSCAPE, INC. | | 01/11/2024 | Regular | 0.00 | 12,810.00 | 336329 |
| 22828 | Invoice | 01/11/2024 | VERTANS PARK TURF/IRRIGATION REPAIRS | | 0.00 | 4,100.00 | |
| 23005 | Invoice | 01/11/2024 | TEAGUE PARK COST IS FOR VALVE INSTALL | | 0.00 | 260.00 | |
| 23083 | Invoice | 01/11/2024 | MSA 9/19/22 - AMENDMENT #2 - INCREA | | 0.00 | 8,450.00 | |
| 013872 | NICKS POOL AND SPA SERVICE | | 01/11/2024 | Regular | 0.00 | 290.34 | 336330 |
| 23131201 | Invoice | 01/11/2024 | GRANITE BALL SERVICE | | 0.00 | 290.34 | |
| 014375 | NORRIS, ROBERT | | 01/11/2024 | Regular | 0.00 | 722.03 | 336331 |
| 53383 | Invoice | 01/11/2024 | PORT AUTHORITY JP56 JACKETS WITH EM | | 0.00 | 722.03 | |
| 015450 | NORTHERN DIGITAL, INC. | | 01/11/2024 | Regular | 0.00 | 5,360.00 | 336332 |
| 57581 | Invoice | 01/11/2024 | WRF SCADA INTEGRATION OF AMMONIA | | 0.00 | 5,360.00 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 016223 | NORTHSTAR FAMILY CORPORATION | | 01/11/2024 | Regular | 0.00 | 54.57 | 336333 |
| 2342-3014 | Invoice | 01/11/2024 | ACM 3MM 1 SIDED VINYL LAMINITE - SEN | | 0.00 | 54.57 | |
| 016382 | PAIGE, JEFFREY | | 01/11/2024 | Regular | 0.00 | 300.00 | 336334 |
| 11/13/2023 | Invoice | 01/11/2024 | MUSICE SERVICE | | 0.00 | 300.00 | |
| 015335 | PAVEMENT COATING CO. | | 01/11/2024 | Regular | 0.00 | 114.38 | 336335 |
| CCusI002577 | Invoice | 01/11/2024 | SS-1H 21.33 GL | | 0.00 | 114.38 | |
| 016360 | POSITIVE PROMOTIONS, INC. | | 01/11/2024 | Regular | 0.00 | 479.83 | 336336 |
| 07290579 | Invoice | 01/11/2024 | ORNAMENTS AND COOLER BAGS 2023 | | 0.00 | 479.83 | |
| 016129 | QUEST DIAGNOSTICS CLINIC LABORATORIES, IN | | 01/11/2024 | Regular | 0.00 | 74.00 | 336337 |
| 9206823484 | Invoice | 01/11/2024 | SERVICES RENDERED 10/11/23 - 10/21/23 | | 0.00 | 74.00 | |
| 015016 | RAMOS LINARES, WILFREDO | | 01/11/2024 | Regular | 0.00 | 5,475.00 | 336338 |
| 14257 | Invoice | 01/11/2024 | WRF POND SEDIMENT REMOVAL | | 0.00 | 3,500.00 | |
| 14262 | Invoice | 01/11/2024 | ACACIA ST AND PECK RD TRIM A FENCE | | 0.00 | 1,975.00 | |
| 014869 | READYREFRESH BY NESTLE | | 01/11/2024 | Regular | 0.00 | 225.88 | 336339 |
| 03K6707848131 | Invoice | 01/11/2024 | 180 S PALM AVE PERIOD 10/05/23 - 11/04 | | 0.00 | 225.88 | |
| 010047 | ROBERT HALF | | 01/11/2024 | Regular | 0.00 | 5,378.35 | 336340 |
| 63007357 | Invoice | 01/11/2024 | V. RODRIGUEZ WK END DT 12/22/2023 | | 0.00 | 1,461.11 | |
| 63007375 | Invoice | 01/11/2024 | Y. VASQUEZ WK END DT 12/22/23 | | 0.00 | 1,435.20 | |
| 63011491 | Invoice | 01/11/2024 | S. SANCHEZ WK END DT 12/22/2023 | | 0.00 | 878.90 | |
| 63020711 | Invoice | 01/11/2024 | V. RODRIGUEZ WK END DT 12/29/2023 | | 0.00 | 813.78 | |
| 63020755 | Invoice | 01/11/2024 | Y. VASQUEZ WK END DT 12/29/2023 | | 0.00 | 789.36 | |
| 015859 | ROGERS, ANDERSON, MALODY & SCOTT, LLP | | 01/11/2024 | Regular | 0.00 | 14,000.00 | 336341 |
| 74318 | Invoice | 01/11/2024 | AUDITING SERVICES FOR FY ENDED JUNE | | 0.00 | 14,000.00 | |
| 010520 | RP RENTALS | | 01/11/2024 | Regular | 0.00 | 130.08 | 336342 |
| 8001 | Invoice | 01/11/2024 | SNAKE 50 FOOT SPEEDROOTER | | 0.00 | 130.08 | |
| 010689 | SANTA PAULA CHAMBER OF COMMERCE | | 01/11/2024 | Regular | 0.00 | 50,000.00 | 336343 |
| 09/13/2023 MEE | Invoice | 01/11/2024 | PBID FUNDS DISBURSEMENT | | 0.00 | 50,000.00 | |
| 011263 | SANTA PAULA SELF STORAGE | | 01/11/2024 | Regular | 0.00 | 755.00 | 336344 |
| #54312 | Invoice | 01/11/2024 | UNIT 207, 218, 240, 261 RENT 01/2024 | | 0.00 | 755.00 | |
| 010711 | SANTA PAULA TIMES | | 01/11/2024 | Regular | 0.00 | 541.50 | 336345 |
| NOVEMBER 2023 | Invoice | 01/11/2024 | VARIOUS ADS | | 0.00 | 541.50 | |
| 015360 | SCHAEFFER'S MFG. CO. | | 01/11/2024 | Regular | 0.00 | 1,967.26 | 336346 |
| MA1012-INV1 | Invoice | 01/11/2024 | 55 GALLON DRUM SUPREME 9000 FULL S | | 0.00 | 1,967.26 | |
| 010790 | SOAP MAN | | 01/11/2024 | Regular | 0.00 | 164.24 | 336347 |
| M191549 | Invoice | 01/11/2024 | CS 6X1 GL PURE LIFE DISTILLED WATER | | 0.00 | 164.24 | |
| 010791 | SOFT CHOICE CORPORATION | | 01/11/2024 | Regular | 0.00 | 34,315.49 | 336348 |
| 91243147 | Invoice | 01/11/2024 | MICROSOFT LICENSE RENEWAL 11/1/23 - | | 0.00 | 34,315.49 | |
| 011524 | SOLID WASTE SOLUTIONS | | 01/11/2024 | Regular | 0.00 | 833.25 | 336349 |
| 194 | Invoice | 01/11/2024 | CONSULTING SERVICES | | 0.00 | 833.25 | |
| 010795 | SOUTHERN CALIFORNIA EDISON | | 01/11/2024 | Regular | 0.00 | 45,359.41 | 336350 |
| 10/19/23 - 12/21 | Invoice | 01/11/2024 | MONTHLY UTILITY CHARGES | | 0.00 | 45,359.41 | |
| 015809 | STANDARD SITE RENTALS INC. | | 01/11/2024 | Regular | 0.00 | 1,166.41 | 336351 |
| 5325 | Invoice | 01/11/2024 | MONTHLY RENTAL FEE WATER YARD 12/1/ | | 0.00 | 127.48 | |
| 5461 | Invoice | 01/11/2024 | TEAGUE PARK 12/29/23 - 01/25/24 | | 0.00 | 878.98 | |
| 5470 | Invoice | 01/11/2024 | CORONADO CAL FIRE STANDARD UNIT 1/ | | 0.00 | 159.95 | |
| 011144 | STAPLES, INC. | | 01/11/2024 | Regular | 0.00 | 234.48 | 336352 |
| 3555127459 | Invoice | 01/11/2024 | RY24 AAG PLNMO WC 15X12 M | | 0.00 | 75.74 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 3555198671 | Invoice | 01/11/2024 | RY24 STPLS WLL CLNDR 12X27 BLK | | 0.00 | 32.02 | |
| 3555435138 | Invoice | 01/11/2024 | POST IT NOTES CAPETOWN 3X3 | | 0.00 | 43.39 | |
| 3555938049 | Invoice | 01/11/2024 | BROTHER TZE-241 3/4 IN 2PK | | 0.00 | 50.11 | |
| 3556308104 | Invoice | 01/11/2024 | ONBOARDING WELCOME CRD SET 12 | | 0.00 | 33.22 | |
| 015285 | SUPERIOR PRINTING & GRAPHICS | | 01/11/2024 | Regular | 0.00 | 75.38 | 336353 |
| 3783 | Invoice | 01/11/2024 | ENGINEERING SCAN - 20 PAGES SCAN AN | | 0.00 | 75.38 | |
| 015728 | THE COUNSELING TEAM INTERNATIONAL | | 01/11/2024 | Regular | 0.00 | 4,000.00 | 336354 |
| 89142 | Invoice | 01/11/2024 | EMPLOYEE SUPPORT SERVICES NOVEMBE | | 0.00 | 2,000.00 | |
| 89351 | Invoice | 01/11/2024 | EMPLOYEE SUPPORT SERVUCES DECEMBE | | 0.00 | 2,000.00 | |
| 011974 | T-MOBILE USA INC. | | 01/11/2024 | Regular | 0.00 | 100.00 | 336355 |
| 9554830698 | Invoice | 01/11/2024 | GPS LOCATE 12/07/23 - 01/04/24 | | 0.00 | 100.00 | |
| 012070 | TRAFFIC TECHNOLOGIES | | 01/11/2024 | Regular | 0.00 | 158.52 | 336356 |
| 45963 | Invoice | 01/11/2024 | POST TELESPAR POST 10 FOOT | | 0.00 | 158.52 | |
| 010883 | U-RENT INC | | 01/11/2024 | Regular | 0.00 | 95.93 | 336357 |
| 787241-5 | Invoice | 01/11/2024 | PROPANE SALES | | 0.00 | 95.93 | |
| 015818 | URM TECHNOLOGIES, INC. | | 01/11/2024 | Regular | 0.00 | 180.00 | 336358 |
| 85455 | Invoice | 01/11/2024 | 214 S 10TH ST 64 GALLON TOTE | | 0.00 | 90.00 | |
| 86707 | Invoice | 01/11/2024 | 214 S 10TH ST 64 GALLON TOTE | | 0.00 | 90.00 | |
| 010278 | US POSTAL SERVICE | | 01/11/2024 | Regular | 0.00 | 354.00 | 336359 |
| P.O. BOX 631 202 | Invoice | 01/11/2024 | ANNUAL RENEWAL FOR PO BOX #631 12 | | 0.00 | 354.00 | |
| 010903 | USA BLUE BOOK | | 01/11/2024 | Regular | 0.00 | 81.88 | 336360 |
| INV00158353 | Invoice | 01/11/2024 | RIDGID 10 INCH ALUMINUM PIPE WRENC | | 0.00 | 81.88 | |
| 013736 | V.C.T.C. | | 01/11/2024 | Regular | 0.00 | 140.00 | 336361 |
| DECEMBER 2023 | Invoice | 01/11/2024 | DECEMBER 2023 BUS SALES | | 0.00 | 140.00 | |
| 015186 | VENTURA COUNTY AUTO SUPPLY, INC. | | 01/11/2024 | Regular | 0.00 | 629.94 | 336362 |
| 991211 | Invoice | 01/11/2024 | TIRE VALVE STEM CAPS, NAPA SYN 10W30 | | 0.00 | 629.94 | |
| 015375 | VENTURA LOCKSMITHS | | 01/11/2024 | Regular | 0.00 | 1,677.42 | 336363 |
| EZ110823-1 | Invoice | 01/11/2024 | BEST IC CORES, DUPLICATE BEST KEYS | | 0.00 | 1,130.08 | |
| EZ112123-1 | Invoice | 01/11/2024 | DUPLICATE BEST KEYS, DUPLICATE KEYS K | | 0.00 | 547.34 | |
| 011539 | VERIZON WIRELESS | | 01/11/2024 | Regular | 0.00 | 3,218.84 | 336364 |
| 9952320089 | Invoice | 01/11/2024 | MONTHLY UTILITY CHARGES | | 0.00 | 3,218.84 | |
| 013539 | WAGE WORKS, INC. | | 01/11/2024 | Regular | 0.00 | 200.00 | 336365 |
| INV5885489 | Invoice | 01/11/2024 | HC, HCDC FSA ADMIN MONTHLY FEES FY | | 0.00 | 100.00 | |
| INV5993137 | Invoice | 01/11/2024 | HC, HCDC FSA ADMIN MONTHLY FEES FY | | 0.00 | 100.00 | |
| 011010 | WILLDAN ENGINEERING | | 01/11/2024 | Regular | 0.00 | 2,700.00 | 336366 |
| 010-56549 | Invoice | 01/11/2024 | MARK ROOOS YEARLY REPORTING FOR FY | | 0.00 | 2,700.00 | |
| 016027 | YUNEX LLC | | 01/11/2024 | Regular | 0.00 | 1,409.64 | 336367 |
| 90000959 PO#02 | Invoice | 01/11/2024 | MWO #43 | | 0.00 | 341.00 | |
| 90000959 PO#22 | Invoice | 01/11/2024 | MWO #43A - Additional Emergency Callo | | 0.00 | 1,068.64 | |
| 011464 | BUSINESS CARD | | 01/17/2024 | Regular | 0.00 | 89.68 | 336374 |
| 11/22/2023 - 12/ | Invoice | 01/17/2024 | LATE FEES FOR CC CHARGED TO PD CC#9 | | 0.00 | 89.68 | |
| 011464 | BUSINESS CARD | | 01/17/2024 | Regular | 0.00 | 1,038.57 | 336375 |
| 11/22/2023 - 12/ | Invoice | 01/17/2024 | VARIOUS CC CHARGES - PW DEPT | | 0.00 | 1,038.57 | |
| 011464 | BUSINESS CARD | | 01/17/2024 | Regular | 0.00 | 2,520.57 | 336376 |
| 11/22/2023 - 12/ | Invoice | 01/17/2024 | VARIOUS CC CHARGES - VARIOUS DEPT | | 0.00 | 2,520.57 | |
| 011464 | BUSINESS CARD | | 01/17/2024 | Regular | 0.00 | 445.60 | 336377 |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 11/22/2023 - 12/ | Invoice | 01/17/2024 | VARIOUS CC CHARGES - POLICE DEPT | | 0.00 | 445.60 | |
| 011464 | BUSINESS CARD | | 01/17/2024 | Regular | 0.00 | 756.97 | 336378 |
| 11/22/2023 - 12/ | Invoice | 01/17/2024 | VARIOUS CC CHARGES- VARIOUS DEPT | | 0.00 | 756.97 | |
| 011464 | BUSINESS CARD | | 01/17/2024 | Regular | 0.00 | 1,714.34 | 336379 |
| 11/22/2023 - 12/ | Invoice | 01/17/2024 | VARIOUS CC CHARGES - VARIOUS DEPT | | 0.00 | 1,714.34 | |
| 011464 | BUSINESS CARD | | 01/17/2024 | Regular | 0.00 | 3,247.35 | 336380 |
| 11/22/2023 - 12/ | Invoice | 01/17/2024 | VARIOUS CREDIT CARD CHARGES - VARIO | | 0.00 | 3,247.35 | |
| 011464 | BUSINESS CARD | | 01/17/2024 | Regular | 0.00 | 316.71 | 336381 |
| 11/22/2023 - 12/ | Invoice | 01/17/2024 | VARIOUS CC CHARGES - CM DEPT | | 0.00 | 316.71 | |
| 011464 | BUSINESS CARD | | 01/17/2024 | Regular | 0.00 | 4,324.77 | 336382 |
| 11/22/2023 - 12/ | Invoice | 01/17/2024 | VARIOUS CC CHARGES - IT DEPT | | 0.00 | 4,324.77 | |
| 011464 | BUSINESS CARD | | 01/17/2024 | Regular | 0.00 | 1,877.39 | 336383 |
| 11/22/2023 - 12/ | Invoice | 01/17/2024 | VARIOUS CC CHARGES - PARKS AND REC D | | 0.00 | 1,877.39 | |
| 010073 | DJ'S CALIFORNIA CATERING INC | | 01/22/2024 | Regular | 0.00 | 1,923.27 | 336390 |
| 01/25/2024 | Invoice | 01/22/2024 | CITY OF SANTA PAULA BREAKFAST BUFFET | | 0.00 | 1,923.27 | |
| 015778 | ADVANCED TURF SOLUTIONS, INC. | | 01/25/2024 | Regular | 0.00 | 3,341.03 | 336391 |
| SO1145467 | Invoice | 01/25/2024 | 40 GALLONS WHITE PAINT-SPORTS FIELDS | | 0.00 | 3,341.03 | |
| 010378 | ALBERTSON'S/SAFEWAY | | 01/25/2024 | Regular | 0.00 | 1,019.13 | 336392 |
| 11/28/2023 - 12/ | Invoice | 01/25/2024 | VARIOUS GROCERY CHARGES | | 0.00 | 1,019.13 | |
| 015448 | ALL CITY MANAGEMENT SERVICES, INC. | | 01/25/2024 | Regular | 0.00 | 25,058.16 | 336393 |
| 89822 | Invoice | 01/25/2024 | SCHOOL CROSSING GUARD SERVICES 11/ | | 0.00 | 13,921.20 | |
| 90255 | Invoice | 01/25/2024 | SCHOOL CROSSING GUARD SERVICES 12/ | | 0.00 | 11,136.96 | |
| 015896 | ALONSO TOOLS, LLC | | 01/25/2024 | Regular | 0.00 | 108.21 | 336394 |
| 01102427790 | Invoice | 01/25/2024 | 12VDC LCD CIRCUIT TESTER CLEAR | | 0.00 | 108.21 | |
| 015498 | AMAZON CAPITAL SERVICES | | 01/25/2024 | Regular | 0.00 | 1,432.23 | 336395 |
| 11LM-7XDD-JNQ | Invoice | 01/25/2024 | #254 - STREAMLIGHT STINGER LED HI LIG | | 0.00 | 127.22 | |
| 161D-QKPT-NNXP | Invoice | 01/25/2024 | TUOLNK F TO SMA JUMPER CABLE F TYPE | | 0.00 | 523.08 | |
| 19JX-3VFC-9NQN | Invoice | 01/25/2024 | OTTERBOX IPHONE 13 DEFENDER SERIES | | 0.00 | 142.56 | |
| 19YT-R4X1-WH3C | Credit Memo | 01/25/2024 | CHEFMASTER LIQUA-GEL VARIETY PACK | | 0.00 | -69.59 | |
| 1QDJ-YTKH-PKPT | Invoice | 01/25/2024 | BROWN PAPER BAGS 12LB KRAFT PAPER S | | 0.00 | 248.70 | |
| 1TMV-1TTV-447F | Invoice | 01/25/2024 | NOCETOWN GREY LIVING ROOM COMPLE | | 0.00 | 418.04 | |
| 1WYD-TQ3R-9D | Invoice | 01/25/2024 | OTTERBOX AMPLIFY GLASS SERIES SCREE | | 0.00 | 42.22 | |
| 011522 | AQUA-TECH SERVICES | | 01/25/2024 | Regular | 0.00 | 180.00 | 336396 |
| 12634 | Invoice | 01/25/2024 | BACKFLOW TEST - STREETS | | 0.00 | 180.00 | |
| 011354 | AT&T MOBILITY | | 01/25/2024 | Regular | 0.00 | 1,189.00 | 336397 |
| 287299196399X0 | Invoice | 01/25/2024 | MONTHLY UTILITY CHARGES 12/03/23 - 0 | | 0.00 | 1,189.00 | |
| 016121 | AT&T MOBILITY NATIONAL ACCOUNTS, LLC | | 01/25/2024 | Regular | 0.00 | 975.00 | 336398 |
| 490599 | Invoice | 01/25/2024 | LEA TRACKING NUMBERS 3791961 11/22 | | 0.00 | 975.00 | |
| 011374 | B & R SUPPLY, INC | | 01/25/2024 | Regular | 0.00 | 119.48 | 336399 |
| 1900996037 | Invoice | 01/25/2024 | DES 33511 #11 SPIRAL SCREW EXTRACTO | | 0.00 | 119.48 | |
| 015318 | BADGER METER | | 01/25/2024 | Regular | 0.00 | 2,386.16 | 336400 |
| 80146263 | Invoice | 01/25/2024 | BADGER METER ITEM 6886-104 ORION C | | 0.00 | 2,386.16 | |
| 016062 | BANNER BANK | | 01/25/2024 | Regular | 0.00 | 34,759.60 | 336401 |
| 11 | Invoice | 01/25/2024 | Retention - Mesa Tank Replacement Proje | | 0.00 | 12,057.50 | |
| 17368 R-RET | Invoice | 01/25/2024 | Retention-Sewer Pipeline&Water Replace | | 0.00 | 22,702.10 | |
| 010030 | BATTERY SYSTEMS INC. | | 01/25/2024 | Regular | 0.00 | 281.68 | 336402 |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 37151219231820 | Invoice | 01/25/2024 | ODS-AGM42L (PC1200) CORE CHARGES, E | | 0.00 | 281.68 | |
| 011253 | BAY ALARM COMPANY | | 01/25/2024 | Regular | 0.00 | 250.50 | 336403 |
| 21109341 | Invoice | 01/25/2024 | 180 S PALM AVE SEURITY ALARM 02/01/2 | | 0.00 | 250.50 | |
| 014680 | BEST BEST & KRIEGER LLP | | 01/25/2024 | Regular | 0.00 | 45,912.21 | 336404 |
| NOVEMBER 2023 | Invoice | 01/25/2024 | LEGAL SERVICES RENDERED THROUGH N | | 0.00 | 45,912.21 | |
| 011102 | BOOT BARN INC. | | 01/25/2024 | Regular | 0.00 | 215.49 | 336405 |
| INV00326320 | Invoice | 01/25/2024 | A. VIRAMONTES - BOOTS PURCHASE | | 0.00 | 215.49 | |
| 011237 | BTE COMMUNICATIONS, LLC | | 01/25/2024 | Regular | 0.00 | 195.72 | 336406 |
| 240105300101 | Invoice | 01/25/2024 | BASE RATE WITH ALLOWANCE, OPERATOR | | 0.00 | 195.72 | |
| 012679 | CAL-STATE AUTO PARTS | | 01/25/2024 | Regular | 0.00 | 522.56 | 336407 |
| 904315 | Invoice | 01/25/2024 | #430 - 19368816 MODULE KIT, F/TANK F/ | | 0.00 | 388.22 | |
| 905347 | Invoice | 01/25/2024 | #274- -888662208 BATTERY ASM, CALIF B | | 0.00 | 134.34 | |
| 016120 | CANYON SPRINGS ENTERPRISES | | 01/25/2024 | Regular | 0.00 | 229,092.50 | 336408 |
| 11 | Invoice | 01/25/2024 | Mesa Tank Replacement Project | | 0.00 | 229,092.50 | |
| 010418 | CORELOGIC SOLUTIONS, LLC | | 01/25/2024 | Regular | 0.00 | 140.00 | 336409 |
| 82198100 | Invoice | 01/25/2024 | DECEMBER 2003 REALQUEST PROPERTY R | | 0.00 | 140.00 | |
| 012801 | COUNTY OF VENTURA | | 01/25/2024 | Regular | 0.00 | 1,750.00 | 336410 |
| 367584 | Invoice | 01/25/2024 | ADMINISTRATIVE EXCAVATION RIDER PER | | 0.00 | 1,750.00 | |
| 015615 | COUNTY OF VENTURA - CEO | | 01/25/2024 | Regular | 0.00 | 205.94 | 336411 |
| 2023 OCT-DEC | Invoice | 01/25/2024 | CDBG SMITHSON LOAN PAYMENT PRINCIP | | 0.00 | 205.94 | |
| 014331 | CULLIGAN WATER | | 01/25/2024 | Regular | 0.00 | 261.10 | 336412 |
| 1756204 12/11/2 | Invoice | 01/25/2024 | 903 CORPORATION ST DECEMBER 2023 | | 0.00 | 186.10 | |
| 1872046 | Invoice | 01/25/2024 | 214 S 10TH ST 01/01/2024 - 01/31/2024 | | 0.00 | 75.00 | |
| 012191 | DATAPROSE, LLC | | 01/25/2024 | Regular | 0.00 | 1,208.22 | 336413 |
| 3P79771 | Invoice | 01/25/2024 | EMERGENCY CONTACT LIST, DROP SHIPPE | | 0.00 | 1,208.22 | |
| 011811 | DE LAGE LANDEN | | 01/25/2024 | Regular | 0.00 | 1,459.23 | 336414 |
| 81734755 | Invoice | 01/25/2024 | WATER YARD PRINTER 01/01/2024 - 01/3 | | 0.00 | 224.79 | |
| 81734771 | Invoice | 01/25/2024 | IT LOCATIONS - 01/01/2024 - 01/31/2024 | | 0.00 | 1,234.44 | |
| 015645 | DEPARTMENT OF FORESTRY AND FIRE PROTEC | | 01/25/2024 | Regular | 0.00 | 1,635.09 | 336415 |
| 0000001556768 | Invoice | 01/25/2024 | INVOICE REIMBURSEMENT FOR 5.5 UNITS | | 0.00 | 1,635.09 | |
| 013975 | DODOS DESIGN - GARCIA, DAVID | | 01/25/2024 | Regular | 0.00 | 90.45 | 336416 |
| 9419 | Invoice | 01/25/2024 | 3X5 STICKERS - PEDDLER/VENDOR PERMI | | 0.00 | 30.45 | |
| 9568 | Invoice | 01/25/2024 | BANNER 2X5 DOUBLE SIDED MILITARY AB | | 0.00 | 60.00 | |
| 010104 | DUGAS, JOE | | 01/25/2024 | Regular | 0.00 | 100.00 | 336417 |
| REIMBURSEMEN | Invoice | 01/25/2024 | REIMBURSEMENT FOR DMV PHYSICAL FO | | 0.00 | 100.00 | |
| 016156 | EFUEL LLC | | 01/25/2024 | Regular | 0.00 | 6,123.36 | 336418 |
| 1536062 | Invoice | 01/25/2024 | VARIOUS FUEL CHARGES | | 0.00 | 6,123.36 | |
| 010149 | EJS CONSTRUCTION | | 01/25/2024 | Regular | 0.00 | 13,211.63 | 336419 |
| 20004 | Invoice | 11/30/2023 | FINAL RETENTION PAYMENT FOR WORK C | | 0.00 | 13,211.63 | |
| 013360 | ENGEO INCORPORATED | | 01/25/2024 | Regular | 0.00 | 2,042.00 | 336420 |
| 288472 | Invoice | 01/25/2024 | GHAD MANAGEMENT FY23/24 | | 0.00 | 2,042.00 | |
| 010395 | FAMCON PIPE & SUPPLY, INC. | | 01/25/2024 | Regular | 0.00 | 968.84 | 336421 |
| S100100313.001 | Credit Memo | 01/25/2024 | FL09 BOX ONLY FYBERLYTE | | 0.00 | -341.06 | |
| S100103922.001 | Invoice | 01/25/2024 | NSC4634NL 3/4" X 1" FORD | | 0.00 | 662.81 | |
| S100115593.002 | Invoice | 01/25/2024 | 417010 45 SLIP SCH 40 1 INCH | | 0.00 | 63.01 | |
| S100118798.001 | Invoice | 01/25/2024 | A24NL FORD A24 1 INCH METER ADT | | 0.00 | 450.45 | |
| S100118800.001 | Credit Memo | 01/25/2024 | A23NL FORD A23-NL 3/4 INCH METER AD | | 0.00 | -373.23 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| S100119076.002 | Invoice | 01/25/2024 | SW611 WRENCH STEM 6X11 EXTENSION | | 0.00 | 506.86 | |
| 010847 | FARMERS IRRIGATION | | 01/25/2024 | Regular | 0.00 | 3,302.15 | 336422 |
| 19657 | Invoice | 01/25/2024 | JANUARY 2024 PALM AVENUE YARD RENT | | 0.00 | 3,302.15 | |
| 010440 | FGL ENVIRONMENTAL, INC | | 01/25/2024 | Regular | 0.00 | 7,373.00 | 336423 |
| 300616A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 311054A | Invoice | 01/25/2024 | COLIFORM - LTB SERIES - 35 TUBE | | 0.00 | 3,787.00 | |
| 314922A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 314974A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 314975A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 314977A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 314988A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 315182A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 315232A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 315308A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 315310A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 315318A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 315609A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 315675A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 319895A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320467A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320569A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 192.00 | |
| 320610A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320649A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320650A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320695A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320746A | Invoice | 01/25/2024 | METALS TOTAL SAR, WET CHEMISTRY | | 0.00 | 105.00 | |
| 320747A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 724.00 | |
| 320754A | Invoice | 01/25/2024 | COLIFORM - COLILERT - P/A | | 0.00 | 289.00 | |
| 320833A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320856A | Invoice | 01/25/2024 | COLIFORM - COLILERT - P/A | | 0.00 | 433.00 | |
| 320901A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320974A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320996A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320997A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 320998A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 321006A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 321057A | Invoice | 01/25/2024 | COLIFORM - COLILERT - P/A | | 0.00 | 263.00 | |
| 321067A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 192.00 | |
| 321135A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 321178A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 35.00 | |
| 400001A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 39.00 | |
| 400060A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 39.00 | |
| 400095A | Invoice | 01/25/2024 | LTB SERIES 15 TUBE | | 0.00 | 39.00 | |
| 400137A | Invoice | 01/25/2024 | COLIFORM - COLILERT - P/A | | 0.00 | 291.00 | |
| | **Void** | | 01/25/2024 | Regular | 0.00 | 0.00 | 336424 |
| 012437 | FMP UNIFORM CO. | | 01/25/2024 | Regular | 0.00 | 830.21 | 336425 |
| 17573 | Invoice | 01/25/2024 | ELBECO LAPD 100% WOOL DARK NAVY M | | 0.00 | 830.21 | |
| 010429 | FOXCROFT EQUIPMENT & SERVICE | | 01/25/2024 | Regular | 0.00 | 1,641.20 | 336426 |
| 805846 | Invoice | 01/25/2024 | MIXING MOTOR 24 VDC 120 RPM | | 0.00 | 918.75 | |
| 805847 | Invoice | 01/25/2024 | TOP BLOCK WITH DRAIN TUBES FOR FX-CL | | 0.00 | 722.45 | |
| 010432 | FRANK'S PAINT & HARDWARE | | 01/25/2024 | Regular | 0.00 | 903.52 | 336427 |
| 382153 | Invoice | 01/25/2024 | DOUGLAS FIR 2X4X8 | | 0.00 | 10.81 | |
| 382189 | Invoice | 01/25/2024 | 60YD WHITE DUCT TAPE | | 0.00 | 42.14 | |
| 382190 | Invoice | 01/25/2024 | NAILS AND SCREWS | | 0.00 | 37.36 | |
| 382194 | Invoice | 01/25/2024 | 3/4 PVC SXS ELL | | 0.00 | 31.34 | |
| 382212 | Invoice | 01/25/2024 | 203039 WHITE MARKIING 17OX | | 0.00 | 19.46 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 382226 | Invoice | 01/25/2024 | PORTLAND CEMENT 94LB | | 0.00 | 85.26 | |
| 382237 | Invoice | 01/25/2024 | WONDER PRO ACRYLIC ENAMEL EGG | | 0.00 | 292.77 | |
| 382320 | Invoice | 01/25/2024 | CONCRETE 90 LBS | | 0.00 | 38.93 | |
| 382334 | Invoice | 01/25/2024 | 3501-CL CLR PACKG TAPE 2X2160 INCH | | 0.00 | 23.73 | |
| 382354 | Invoice | 01/25/2024 | WONDER PRO ACRYLIC LATEX FLAT GL | | 0.00 | 275.24 | |
| 382363 | Invoice | 01/25/2024 | TOOL CACHE | | 0.00 | 32.42 | |
| 382471 | Invoice | 01/25/2024 | 14010 CLEAR ROOF SEALANT | | 0.00 | 14.06 | |
| 014061 | FRONTIER COMMUNICATIONS | | 01/25/2024 | Regular | 0.00 | 814.17 | 336428 |
| 01/02/24 - 02/01 | Invoice | 01/25/2024 | MONTHLY UTILITY CHARGES | | 0.00 | 814.17 | |
| 010441 | FRUIT GROWERS SUPPLY CO | | 01/25/2024 | Regular | 0.00 | 6.23 | 336429 |
| 92432765 | Invoice | 01/25/2024 | 106042 BOX VALVE REOUND 6 INCH GREE | | 0.00 | 6.23 | |
| 010797 | GAS COMPANY, THE | | 01/25/2024 | Regular | 0.00 | 1,716.94 | 336430 |
| 12/01/2023 - 01/ | Invoice | 01/25/2024 | MONTHLY UTILITY CHARGES | | 0.00 | 1,294.97 | |
| 12/05/2023 - 01/ | Invoice | 01/25/2024 | MONTHLY UTILITY CHARGES | | 0.00 | 421.97 | |
| 010481 | GRAINGER | | 01/25/2024 | Regular | 0.00 | 466.39 | 336431 |
| 9934655169 | Invoice | 01/25/2024 | DIAMOND SAW BLADE, BLADE, BLADE DI | | 0.00 | 466.39 | |
| 012800 | GRANITE CONSTRUCTION COMPANY | | 01/25/2024 | Regular | 0.00 | 1,375.72 | 336432 |
| 2638377 | Invoice | 01/25/2024 | 13948 - 1/2 HMA FINE B | | 0.00 | 893.27 | |
| 2638378 | Invoice | 01/25/2024 | 13948 - 1/2 HMA FINE B | | 0.00 | 99.75 | |
| 2639695 | Invoice | 01/25/2024 | 13948 - 1/2 HMA FINE B | | 0.00 | 190.93 | |
| 2640178 | Invoice | 01/25/2024 | 13948 - 1/2 HMA FINE B | | 0.00 | 191.77 | |
| 015765 | GRAPHIX, LLC. | | 01/25/2024 | Regular | 0.00 | 1,141.41 | 336433 |
| 1682 | Invoice | 01/25/2024 | #597 ANIMAL SERVICE UNIT DECALS PACK | | 0.00 | 838.31 | |
| 2029 | Invoice | 01/25/2024 | #143 - CITY SERVICE TRUCK DOOR DECALS | | 0.00 | 303.10 | |
| 014369 | GSI WATER SOLUTIONS, INC. | | 01/25/2024 | Regular | 0.00 | 11,284.92 | 336434 |
| 00694.010 - 16 | Invoice | 01/25/2024 | FY 23-24 GROUND WATER MONITORING | | 0.00 | 11,284.92 | |
| 010537 | HOUSE SANITARY SUPPLY | | 01/25/2024 | Regular | 0.00 | 1,813.13 | 336435 |
| 287000 | Invoice | 01/25/2024 | HYPER CONCETRATE 2GL/CS SSS117 GREE | | 0.00 | 1,813.13 | |
| 013711 | INDEPENDENT ORDER OF ODD FELLOWS | | 01/25/2024 | Regular | 0.00 | 2,826.22 | 336436 |
| FEBRUARY 2024 | Invoice | 01/25/2024 | RENT AT 866 E. MAIN ST. FOR PW OFFICES | | 0.00 | 2,826.22 | |
| 015475 | JIMENEZ, BEATRIZ | | 01/25/2024 | Regular | 0.00 | 148.00 | 336437 |
| PER DIEM 01/30/ | Invoice | 01/25/2024 | CSMFO 2024 ANNUAL CONFERENCE - AN | | 0.00 | 148.00 | |
| 012750 | JORDANO'S INC. AND SUBSIDIARIES | | 01/25/2024 | Regular | 0.00 | 371.11 | 336438 |
| 6942245 | Invoice | 01/25/2024 | 23728 CONTAINER FOIL 3 COMP OBLONG | | 0.00 | 371.11 | |
| 013454 | LEIBOLD MCCLENDON & MANN | | 01/25/2024 | Regular | 0.00 | 78.00 | 336439 |
| 84 | Invoice | 01/25/2024 | REVIEW AND RESPOND TO QUESTIONS FR | | 0.00 | 78.00 | |
| 015971 | LEXISNEXIS COPLOGIC SOLUTIONS, INC | | 01/25/2024 | Regular | 0.00 | 960.00 | 336440 |
| 808569-2023123 | Invoice | 01/25/2024 | DESKOFFICER ONLINE REPORTING SYSTE | | 0.00 | 960.00 | |
| 011807 | LIVESCAN EXPRESS, INC. | | 01/25/2024 | Regular | 0.00 | 396.00 | 336441 |
| 6289 | Invoice | 01/25/2024 | FINGERPRINT SCANNING SERVICES AUGU | | 0.00 | 154.00 | |
| 6338 | Invoice | 01/25/2024 | FINGERPRINT SCANNING SERVICES SEPTE | | 0.00 | 198.00 | |
| 6371 | Invoice | 01/25/2024 | FINGERPRINT SCANNING SERVICES OCTO | | 0.00 | 44.00 | |
| 010061 | LOWE'S | | 01/25/2024 | Regular | 0.00 | 1,455.05 | 336442 |
| 901671 | Invoice | 01/25/2024 | DELONGHI CERAMIC TOWER HE | | 0.00 | 87.66 | |
| 901672 | Invoice | 01/25/2024 | AR BRANTLEY 72-144 ORB CU | | 0.00 | 41.50 | |
| 901673 | Invoice | 01/25/2024 | CM 121-PC OVERDRV MECH SET | | 0.00 | 154.64 | |
| 901674 | Invoice | 01/25/2024 | 60 IN HUNTER CURIOLIS BLK | | 0.00 | 891.11 | |
| 901675 | Invoice | 01/25/2024 | UT 12IN FLUSH MT SQ LED C | | 0.00 | 39.94 | |
| 993595 | Invoice | 01/25/2024 | KQ SN 980 SGL CYL DEADBOL | | 0.00 | 151.95 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 993608 | Invoice | 01/25/2024 | PL 3-1/4-IN CHT TX WALL P | | 0.00 | 88.25 | |
| 011884 | MARTINEZ, TIM | | 01/25/2024 | Regular | 0.00 | 80.00 | 336443 |
| REIMBURSEMEN | Invoice | 01/25/2024 | RENEWAL FOR D-2 CERTIFICATION | | 0.00 | 80.00 | |
| 014436 | MINER'S ACE HARDWARE | | 01/25/2024 | Regular | 0.00 | 1,291.73 | 336444 |
| 31832 | Invoice | 01/25/2024 | M18 BATTERY REDLITH XC5 | | 0.00 | 468.71 | |
| 33584 | Invoice | 01/25/2024 | SOLID WIRE SOLDER 40/60 | | 0.00 | 37.23 | |
| 33585 | Invoice | 01/25/2024 | MAP PRO GAS 14.1 OZ ACE | | 0.00 | 69.25 | |
| 33588 | Invoice | 01/25/2024 | TORCH KIT MAX HEAT | | 0.00 | 252.33 | |
| 33665 | Invoice | 01/25/2024 | KEYS, FASTENERS | | 0.00 | 18.32 | |
| 33688 | Invoice | 01/25/2024 | WALL CHARGER 2 PORT 2.4A | | 0.00 | 29.21 | |
| 33719 | Invoice | 01/25/2024 | DIAGONAL PLIERS 4 INCH ACE | | 0.00 | 32.45 | |
| 33734 | Invoice | 01/25/2024 | TOTE UTILITY BLK YLW 27 G | | 0.00 | 142.76 | |
| 33735 | Invoice | 01/25/2024 | HEATER PARABOLIC OSCILLATING | | 0.00 | 97.41 | |
| 33742 | Credit Memo | 01/25/2024 | HOUSEWARES, CREDIT RETURNS | | 0.00 | -97.41 | |
| 33758 | Invoice | 01/25/2024 | HEATER CERAMIC TOWER 23 INCH | | 0.00 | 86.59 | |
| 33773 | Invoice | 01/25/2024 | COUPLE FLEX 4X4 CLAY | | 0.00 | 28.12 | |
| 33780 | Invoice | 01/25/2024 | NIPPLE GALV 1.5 X CLOSEG | | 0.00 | 8.64 | |
| 33830 | Invoice | 01/25/2024 | BRACE MNDG ZN PLT | | 0.00 | 43.46 | |
| 33834 | Invoice | 01/25/2024 | PIPE ABS DWV 4X10 FOAM | | 0.00 | 59.53 | |
| 33858 | Invoice | 01/25/2024 | PLSTC BUCKET 5G WHITE ACE | | 0.00 | 15.13 | |
| 013911 | MKN ASSOCIATES INC | | 01/25/2024 | Regular | 0.00 | 56,570.97 | 336445 |
| 1039765 PO#22- | Invoice | 01/25/2024 | Year 1 - 3 Year PSA Engineering Consulting | | 0.00 | 43,523.96 | |
| 1039765 PO#23- | Invoice | 01/24/2024 | Year 2 of 3 PSA Engineering Consulting Sr | | 0.00 | 13,047.01 | |
| 016390 | MORRIS, WENDY | | 01/25/2024 | Regular | 0.00 | 148.00 | 336446 |
| REIMBURSEMEN | Invoice | 01/25/2024 | CSMFO 2024 ANNUAL CONFERENCE - AN | | 0.00 | 148.00 | |
| 016052 | NATURAL GREEN LANDSCAPE, INC. | | 01/25/2024 | Regular | 0.00 | 3,100.00 | 336447 |
| 23221 | Invoice | 01/25/2024 | HARDING PARK - RICHARD RUIZ FIELD: AE | | 0.00 | 2,500.00 | |
| 23222 | Invoice | 01/25/2024 | SUPPLIED AND INSTALLED 6 CUYD OF SEE | | 0.00 | 600.00 | |
| 010237 | OFFICE DEPOT | | 01/25/2024 | Regular | 0.00 | 154.69 | 336448 |
| 347775511001 | Invoice | 01/25/2024 | TRIMMER XACTO 15 INCHES | | 0.00 | 154.69 | |
| 012691 | O'REILLY AUTOMOTIVE STORES, INC. | | 01/25/2024 | Regular | 0.00 | 1,125.15 | 336449 |
| 3129-119555 | Invoice | 01/25/2024 | IN PERSON TRAINING X3 | | 0.00 | 284.85 | |
| 3129-119931 | Credit Memo | 01/25/2024 | REFUND ON IN PERSON TRAINING X1 | | 0.00 | -94.95 | |
| 3129-121921 | Invoice | 01/25/2024 | #254 - OIL FILTER | | 0.00 | 363.33 | |
| 3129-122192 | Invoice | 01/25/2024 | #272 - STT LAMP | | 0.00 | 16.35 | |
| 3129-123438 | Invoice | 01/25/2024 | #288 - MARKER LIGHT | | 0.00 | 7.36 | |
| 3129-123536 | Invoice | 01/25/2024 | #254 - OIL FILTER | | 0.00 | 30.28 | |
| 3129-123655 | Invoice | 01/25/2024 | #463 - AIR FILTER | | 0.00 | 12.87 | |
| 3129--123662 | Invoice | 01/25/2024 | #255 - CAP WRECH | | 0.00 | 8.65 | |
| 3129-125480 | Invoice | 01/25/2024 | #121 - WIPER BLADES | | 0.00 | 22.62 | |
| 3129-125567 | Invoice | 01/25/2024 | #132 - ENGINE MOUNT | | 0.00 | 88.45 | |
| 3129-125657 | Invoice | 01/25/2024 | #274 - SEMI MET PAD | | 0.00 | 344.19 | |
| 3129-125723 | Invoice | 01/25/2024 | #274 - 36MLTHRDLOCK | | 0.00 | 30.30 | |
| 3129-126975 | Invoice | 01/25/2024 | #463 - RBR UNDERCOAT | | 0.00 | 10.85 | |
| 016382 | PAIGE, JEFFREY | | 01/25/2024 | Regular | 0.00 | 300.00 | 336450 |
| 01/17/2024 | Invoice | 01/25/2024 | MUSIC SERVICE PAYMENT FOR 01/17/202 | | 0.00 | 300.00 | |
| 012844 | PARKHOUSE TIRE SERVICES, INC. | | 01/25/2024 | Regular | 0.00 | 1,232.22 | 336451 |
| 4020178479 | Invoice | 01/25/2024 | #119 - P205/75R15 97S UNI T/P AWPII WS | | 0.00 | 181.88 | |
| 4020178483 | Invoice | 01/25/2024 | #289 - LT235/85R16 FST T/F HT2 BLK | | 0.00 | 548.70 | |
| 4020179029 | Invoice | 01/25/2024 | #228 - X ST225/75R15 HERCULES ST2 HW | | 0.00 | 501.64 | |
| 015443 | PASSPORT LABS, INC. | | 01/25/2024 | Regular | 0.00 | 1,191.08 | 336452 |
| INV-1042995 | Invoice | 01/25/2024 | PER CITATION FEE ISSUED, LETTERS SENT | | 0.00 | 1,191.08 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 015335 | PAVEMENT COATING CO. | | 01/25/2024 | Regular | 0.00 | 127.09 | 336453 |
| CCusI002608 | Invoice | 01/25/2024 | SS-1H 23.70 GL | | 0.00 | 127.09 | |
| 016305 | PEREZ, JOSE LUIS | | 01/25/2024 | Regular | 0.00 | 308.00 | 336454 |
| 006 | Invoice | 01/25/2024 | 12/27/23 POLICE CARS WASHED | | 0.00 | 308.00 | |
| 016391 | PEREZ, MIGUEL | | 01/25/2024 | Regular | 0.00 | 3,000.00 | 336455 |
| TUITION FY23/24 | Invoice | 01/25/2024 | APPLIED MANAGERIAL ACCOUNTING, PR | | 0.00 | 3,000.00 | |
| 014663 | PHOENIX CIVIL ENGINEERING, INC. | | 01/25/2024 | Regular | 0.00 | 2,806.25 | 336456 |
| 22730 | Invoice | 01/25/2024 | TASK ORDER #2 | | 0.00 | 787.50 | |
| 22731 | Invoice | 01/25/2024 | Task Order #5 | | 0.00 | 525.00 | |
| 22733 | Invoice | 01/25/2024 | Task Order #4 | | 0.00 | 1,493.75 | |
| 010960 | PUBLIC WORKS AGENCY | | 01/25/2024 | Regular | 0.00 | 6,732.07 | 336457 |
| FY2022-23-AP09 | Invoice | 01/25/2024 | COUNTY OF VENTURA PWA ENGINEERIN | | 0.00 | 2,662.92 | |
| FY2022-23-AP10 | Invoice | 01/25/2024 | COUNTY OF VENTUR PWA ENGINEERING | | 0.00 | 4,069.15 | |
| 015968 | RAMIREZ, CHRISTY | | 01/25/2024 | Regular | 0.00 | 148.00 | 336458 |
| PER DIEM 01/30/ | Invoice | 01/25/2024 | CSMFO 2024 ANNUAL CONFERENCE - AN | | 0.00 | 148.00 | |
| 012635 | RAUL'S SMOG | | 01/25/2024 | Regular | 0.00 | 635.74 | 336459 |
| 068525 | Invoice | 01/25/2024 | #290 - SMOG INSPECTION, SMOG CERTIFI | | 0.00 | 31.75 | |
| 068573 | Invoice | 01/25/2024 | #240 - SMOG INSPECTION, SMOG CERTIFI | | 0.00 | 31.75 | |
| 068911 | Invoice | 01/25/2024 | #205 - SMOG INSPECTION, SMOG CERTIFI | | 0.00 | 31.75 | |
| 068915 | Invoice | 01/25/2024 | #204 - SMOG INSPECTION, SMOG CERTIFI | | 0.00 | 31.75 | |
| 069175 | Invoice | 01/25/2024 | #249 - SMOG INSPECTION, SMOG CERTIFI | | 0.00 | 413.49 | |
| 069357 | Invoice | 01/25/2024 | #427 - SMOG INSPECTION, SMOG CERTIFI | | 0.00 | 31.75 | |
| 069971 | Invoice | 01/25/2024 | #457 - SMOG INSPECTION, SMOG CERTIFI | | 0.00 | 31.75 | |
| 071020 | Invoice | 01/25/2024 | #415 - SMOG INSPECTION, SMOG CERTIFI | | 0.00 | 31.75 | |
| 014869 | READYREFRESH BY NESTLE | | 01/25/2024 | Regular | 0.00 | 175.82 | 336460 |
| 04A0036339190 | Invoice | 01/25/2024 | 866 E MAIN ST BILLING PERIOD 12/11/23 | | 0.00 | 130.85 | |
| 04A6707848134 | Invoice | 01/25/2024 | 903 CORPORATION ST BILL PERIOD 12/07 | | 0.00 | 44.97 | |
| 010326 | RED WING SHOE STORE | | 01/25/2024 | Regular | 0.00 | 493.70 | 336461 |
| 131-2-112742 | Invoice | 01/25/2024 | M. MEDRANO BOOT PURCHASE | | 0.00 | 250.00 | |
| 131-2-112743 | Invoice | 01/25/2024 | J. CANCINO BOOT BURCHASE | | 0.00 | 243.70 | |
| 010047 | ROBERT HALF | | 01/25/2024 | Regular | 0.00 | 4,853.98 | 336462 |
| 63060049 | Invoice | 01/25/2024 | V. RODRIGUEZ WK END DT 01/05/2024 | | 0.00 | 828.08 | |
| 63066978 | Invoice | 01/25/2024 | S. SANCHEZ WK END DT 01/05/2024 | | 0.00 | 894.30 | |
| 63071380 | Invoice | 01/25/2024 | S. SANCHEZ WK END DT 01/12/2024 | | 0.00 | 1,626.00 | |
| 63092443 | Invoice | 01/25/2024 | V. RODRIGUEZ WK END DT 01/12/2024 | | 0.00 | 1,505.60 | |
| 013292 | SANTA PAULA ANIMAL RESCUE CENTER (SPARC | | 01/25/2024 | Regular | 0.00 | 12,500.00 | 336463 |
| FEBRUARY 2024 | Invoice | 01/25/2024 | FY23/24 SERVICES | | 0.00 | 12,500.00 | |
| 010689 | SANTA PAULA CHAMBER OF COMMERCE | | 01/25/2024 | Regular | 0.00 | 650.00 | 336464 |
| 1706 | Invoice | 01/25/2024 | CITY OF S.P. MEMBERSHIP 01/01/24 - 01/ | | 0.00 | 650.00 | |
| 010711 | SANTA PAULA TIMES | | 01/25/2024 | Regular | 0.00 | 705.50 | 336465 |
| DECEMBER 2023 | Invoice | 01/25/2024 | VARIOUS NEWSPAPER ADS | | 0.00 | 655.50 | |
| MASON RENEW 2 | Invoice | 01/25/2024 | JAMES MASON ONE YEAR SUBSCRIPTION | | 0.00 | 50.00 | |
| 016000 | SCHMIDT, KENNETH L. | | 01/25/2024 | Regular | 0.00 | 20.10 | 336466 |
| MILEAGE 12/06/ | Invoice | 01/25/2024 | HDM DRIVER REIMBURSEMENT | | 0.00 | 20.10 | |
| 016392 | SCHULTZ, DANNY | | 01/25/2024 | Regular | 0.00 | 3,000.00 | 336467 |
| TUITION FY23/24 | Invoice | 01/25/2024 | COMMERCIAL DESIGN, BASIC ECONOMIC | | 0.00 | 3,000.00 | |
| 010785 | SMART & FINAL | | 01/25/2024 | Regular | 0.00 | 426.93 | 336468 |
| 0077 01/12/2024 | Invoice | 01/25/2024 | CONGREGATE SUPPLIES | | 0.00 | 225.43 | |
| 0078 01/12/2024 | Invoice | 01/25/2024 | CONGREGATE SUPPLIES | | 0.00 | 215.05 | |
| 0146 12/08/2023 | Credit Memo | 01/25/2024 | COME SEE SANTA EVENT REFUND | | 0.00 | -659.78 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 0188 12/19/2023 | Invoice | 01/25/2024 | CONGREGATE SUPPLIES | | 0.00 | 109.98 | |
| 0189 12/19/2023 | Invoice | 01/25/2024 | CONGREGATE SUPPLIES | | 0.00 | 187.36 | |
| 0327 01/12/2024 | Invoice | 01/25/2024 | CONGREGATE SUPPLIES | | 0.00 | 348.89 | |
| 015035 | SOBEL, ANDY | | 01/25/2024 | Regular | 0.00 | 95.00 | 336469 |
| REIMBURSEMEN | Invoice | 01/25/2024 | EDC'S 27TH ANNUAL MEETING - OXNARD | | 0.00 | 95.00 | |
| 015819 | SOLIS, YVETTE | | 01/25/2024 | Regular | 0.00 | 370.00 | 336470 |
| PER DIEM 01/16/ | Invoice | 01/25/2024 | FIELD TRAINING OFFICER - WHIIER CA | | 0.00 | 370.00 | |
| 010795 | SOUTHERN CALIFORNIA EDISON | | 01/25/2024 | Regular | 0.00 | 18,371.53 | 336471 |
| 12/01/2023 - 12/ | Invoice | 01/25/2024 | MONTHLY UTILITY CHARGES | | 0.00 | 2,449.30 | |
| 12/08/2023 - 01/ | Invoice | 01/25/2024 | MONTHLY UTILITY CHARGES | | 0.00 | 15,922.23 | |
| 012330 | SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC | | 01/25/2024 | Regular | 0.00 | 595.00 | 336472 |
| RENEWAL 2024 | Invoice | 01/25/2024 | SCMAF 2024 AGENCY MEMBERSHIP - GOL | | 0.00 | 595.00 | |
| 010804 | SPENCER, PAUL F | | 01/25/2024 | Regular | 0.00 | 3,661.06 | 336473 |
| FEBRUARY 2024 | Invoice | 01/25/2024 | ADPP PAYMENT FEBRUARY 2024 | | 0.00 | 3,661.06 | |
| 015809 | STANDARD SITE RENTALS INC. | | 01/25/2024 | Regular | 0.00 | 287.43 | 336474 |
| 5278 | Invoice | 01/25/2024 | STANDARD UNIT W/SINK ON TRAILER 12/ | | 0.00 | 159.95 | |
| 5509 | Invoice | 01/25/2024 | MONTHLY RENTAL FEE - WATER YARD 01/ | | 0.00 | 127.48 | |
| 011144 | STAPLES, INC. | | 01/25/2024 | Regular | 0.00 | 622.94 | 336475 |
| 3556379504 | Invoice | 01/25/2024 | TOPS 23 1099 NEC TAX KIT 100 PK | | 0.00 | 287.43 | |
| 3556379505 | Invoice | 01/25/2024 | 1096-2 1096 SUMMARY FORMS | | 0.00 | 10.81 | |
| 3556379506 | Invoice | 01/25/2024 | LOCKLAND BLACK LTHR B&T CHAIR | | 0.00 | 227.30 | |
| 3556454880 | Invoice | 01/25/2024 | 6103E 4PT 1099 LASER SET F/50 | | 0.00 | 97.40 | |
| 010828 | STATE WATER RESOURCE CONTROL BOARD | | 01/25/2024 | Regular | 0.00 | 4,614.00 | 336476 |
| WD-0231303 | Invoice | 01/25/2024 | ANNUAL FEE BILLING PERIOD 07/01/23 - | | 0.00 | 3,746.00 | |
| WD-0231803 | Invoice | 01/25/2024 | ANNUAL FEE BILLING PERIOD 07/01/2023 | | 0.00 | 868.00 | |
| 016177 | STEIGER, JEFFREY S. | | 01/25/2024 | Regular | 0.00 | 4,000.00 | 336477 |
| FEBRUARY 2024 | Invoice | 01/25/2024 | Mesa Tank - Temporary Construction Ease | | 0.00 | 4,000.00 | |
| 015001 | SYNAGRO-WWT, INC. | | 01/25/2024 | Regular | 0.00 | 17,466.08 | 336478 |
| 44484 | Invoice | 01/25/2024 | Biosolids Hauling Services Contract | | 0.00 | 17,466.08 | |
| 016139 | TARCO INDUSTRIES INC. | | 01/25/2024 | Regular | 0.00 | 500.00 | 336479 |
| 93352 | Invoice | 01/25/2024 | 37 PC HI-CARBON TAP AND DIE STEEL MA | | 0.00 | 500.00 | |
| 016389 | TINY MOBILE ROBOTS US LLC | | 01/25/2024 | Regular | 0.00 | 915.17 | 336480 |
| SUB/2023/0193 | Invoice | 01/25/2024 | ANNUAL TEC SUPPORT PACKAGE 07/10/2 | | 0.00 | 915.17 | |
| 012696 | TORO ENTERPRISES, INC. | | 01/25/2024 | Regular | 0.00 | 431,339.78 | 336481 |
| 17368 R | Invoice | 01/25/2024 | HARVARD BLVD WATER & SEWER PIPELIN | | 0.00 | 431,339.78 | |
| 015505 | TRIPEPI, SMITH AND ASSOCIATES, INC. | | 01/25/2024 | Regular | 0.00 | 1,551.66 | 336482 |
| 11590 | Invoice | 01/25/2024 | AMENDMENT NO. 2 - PSA SERVICES THRO | | 0.00 | 1,551.66 | |
| 010975 | VENTURA REGIONAL SANITATION DISTRICT | | 01/25/2024 | Regular | 0.00 | 155,379.44 | 336483 |
| 234200-12/31/23 | Invoice | 01/25/2024 | WASTE WATER COLLECTIONS FY23/24 | | 0.00 | 81,449.00 | |
| 234302-12/31/23 | Invoice | 01/25/2024 | WRF O&M SERVICES FY 23/24 | | 0.00 | 73,930.44 | |
| 012905 | WEST PUBLISHING CORPORATION | | 01/25/2024 | Regular | 0.00 | 826.08 | 336484 |
| 849525118 | Invoice | 01/25/2024 | ONLINE SUBSCRIPTION CHARGES DECEM | | 0.00 | 403.89 | |
| 849595815 | Invoice | 01/25/2024 | CALIFORNIA PENAL CODE 2024 VOLUE 1 | | 0.00 | 422.19 | |
| 011963 | WHARF, THE | | 01/25/2024 | Regular | 0.00 | 243.78 | 336485 |
| 129478 | Invoice | 01/25/2024 | SAFETY BOOTS - RONALD A ORTIZ | | 0.00 | 243.78 | |
| 014968 | WILLDAN FINANCIAL SERVICES | | 01/25/2024 | Regular | 0.00 | 991.00 | 336486 |
| 010-57216 | Invoice | 01/25/2024 | AMENDMENT #4 - ADMIN/AUDITING SER | | 0.00 | 991.00 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 015506 | PAYMENTUS GROUP, INC. | | 01/23/2024 | Bank Draft | 0.00 | 11,672.25 | 992174 |
| INV-15-143946 | Invoice | 01/23/2024 | TRANSACTION FEES FOR DECEMBER 2023 | | 0.00 | 11,672.25 | |
| 011211 | BNY MELLON | | 01/25/2024 | Bank Draft | 0.00 | 2,484,439.37 | 992175 |
| 992175 | Invoice | 01/25/2024 | SP UA 2015 WW ENTERPRISE REV BOND S | | 0.00 | 2,484,439.37 | |
| 011211 | BNY MELLON | | 01/25/2024 | Bank Draft | 0.00 | 75,300.00 | 992176 |
| 992176 | Invoice | 01/25/2024 | SP UA WW REFUNDING BOND SERIES 202 | | 0.00 | 75,300.00 | |
| 011211 | BNY MELLON | | 01/25/2024 | Bank Draft | 0.00 | 2,387,830.67 | 992177 |
| 992177 | Invoice | 01/25/2024 | SP UA 2019 WATER REVENUE BOND | | 0.00 | 2,387,830.67 | |
| 011211 | BNY MELLON | | 01/25/2024 | Bank Draft | 0.00 | 1,434,837.90 | 992178 |
| 992178 | Invoice | 01/25/2024 | SP NUA 2020 WW ENTERPRISE REVENUE | | 0.00 | 1,434,837.90 | |

**Bank Code AP Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 587 | 212 | 0.00 | 1,637,951.19 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 5 | 0.00 | -14,126.80 |
| Bank Drafts | 5 | 5 | 0.00 | 6,394,080.19 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **592** | **222** | **0.00** | **8,017,904.58** |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| **Bank Code: PY-PAYROLL** | | | | | | | |
| 011688 | CALIFORNIA STATE DISBURSEMENT UNIT | | 01/09/2024 | Regular | 0.00 | 185.07 | 336251 |
| INV0017764 | Invoice | 01/05/2024 | G82 200000000935917 | | 0.00 | 60.00 | |
| INV0017819 | Invoice | 01/05/2024 | G69 - CASE #200000001704703 | | 0.00 | 125.07 | |
| 010553 | ICMA RETIREMENT TRUST-457 | | 01/09/2024 | Regular | 0.00 | 12,094.27 | 336252 |
| INV0017742 | Invoice | 01/05/2024 | 1% ICMA - EE/ER | | 0.00 | 3,631.02 | |
| INV0017743 | Invoice | 01/05/2024 | 2% ICMA - EE/ER | | 0.00 | 3,597.16 | |
| INV0017758 | Invoice | 01/05/2024 | DCI | | 0.00 | 250.00 | |
| INV0017766 | Invoice | 01/05/2024 | ICMA EE/ER -MATCH | | 0.00 | 110.00 | |
| INV0017767 | Invoice | 01/05/2024 | DCI | | 0.00 | 2,000.00 | |
| INV0017768 | Invoice | 01/05/2024 | DCI | | 0.00 | 329.38 | |
| INV0017804 | Invoice | 01/05/2024 | 1% ICMA - EE/ER | | 0.00 | 2,086.71 | |
| INV0017821 | Invoice | 01/05/2024 | ICMA EE/ER -MATCH | | 0.00 | 90.00 | |
| 010554 | ICMA RETIREMENT TRUST-457 (PT) | | 01/09/2024 | Regular | 0.00 | 961.22 | 336253 |
| INV0017781 | Invoice | 01/05/2024 | PTR - PART TIME RETIREMENT | | 0.00 | 961.22 | |
| 010708 | SANTA PAULA POLICE OFFICERS ASSOCIATION | | 01/09/2024 | Regular | 0.00 | 1,380.00 | 336254 |
| INV0017747 | Invoice | 01/05/2024 | AP-ASSOCIATION DUES | | 0.00 | 60.00 | |
| INV0017806 | Invoice | 01/05/2024 | AP-ASSOCIATION DUES | | 0.00 | 1,320.00 | |
| 010291 | SEIU LOCAL 721 | | 01/09/2024 | Regular | 0.00 | 486.35 | 336255 |
| INV0017745 | Invoice | 01/05/2024 | SEIU 998 | | 0.00 | 69.00 | |
| INV0017746 | Invoice | 01/05/2024 | SEIU 998 - VOTING MEMBERS | | 0.00 | 368.50 | |
| INV0017753 | Invoice | 01/05/2024 | COMMITTEE ON POLITICAL EDUC. | | 0.00 | 48.85 | |
| 010898 | UNITED WAY OF VENTURA COUNTY | | 01/09/2024 | Regular | 0.00 | 12.00 | 336256 |
| INV0017799 | Invoice | 01/05/2024 | UW - UNITED WAY | | 0.00 | 9.00 | |
| INV0017844 | Invoice | 01/05/2024 | UW - UNITED WAY | | 0.00 | 3.00 | |
| 010331 | RELIANCE STANDARD LIFE INSURANCE | | 01/11/2024 | Regular | 0.00 | 4,949.66 | 336368 |
| INV0017395 | Invoice | 12/06/2023 | LTD111646 | | 0.00 | 0.12 | |
| INV0017460 | Invoice | 12/08/2023 | AD&D | | 0.00 | 52.50 | |
| INV0017477 | Invoice | 12/08/2023 | GROUP LIFE GL164671 | | 0.00 | 210.00 | |
| INV0017479 | Invoice | 12/08/2023 | POLICY: VAR203005 LTD | | 0.00 | 6.25 | |
| INV0017480 | Invoice | 12/08/2023 | LTD111646 | | 0.00 | 742.17 | |
| INV0017508 | Invoice | 12/08/2023 | AD&D | | 0.00 | 113.40 | |
| INV0017528 | Invoice | 12/08/2023 | GROUP LIFE GL164671 | | 0.00 | 453.60 | |
| INV0017532 | Invoice | 12/08/2023 | POLICY: VAR203005 LTD | | 0.00 | 7.50 | |
| INV0017533 | Invoice | 12/08/2023 | LTD111646 | | 0.00 | 1,041.38 | |
| INV0017621 | Invoice | 12/22/2023 | AD&D | | 0.00 | 118.65 | |
| INV0017641 | Invoice | 12/22/2023 | GROUP LIFE GL164671 | | 0.00 | 474.60 | |
| INV0017645 | Invoice | 12/22/2023 | POLICY: VAR203005 LTD | | 0.00 | 7.50 | |
| INV0017646 | Invoice | 12/22/2023 | LTD111646 | | 0.00 | 942.67 | |
| INV0017681 | Invoice | 12/22/2023 | AD&D | | 0.00 | 50.75 | |
| INV0017698 | Invoice | 12/22/2023 | GROUP LIFE GL164671 | | 0.00 | 203.00 | |
| INV0017700 | Invoice | 12/22/2023 | POLICY: VAR203005 LTD | | 0.00 | 6.25 | |
| INV0017701 | Invoice | 12/22/2023 | LTD111646 | | 0.00 | 519.23 | |
| INV0017730 | Invoice | 12/28/2023 | LTD111646 | | 0.00 | 0.02 | |
| ROUNDING ADJ J | Invoice | 12/22/2023 | ROUNDING ADJ JAN 2024 | | 0.00 | 0.07 | |
| 011103 | COLONIAL LIFE & ACCIDENT | | 01/11/2024 | Regular | 0.00 | 2,638.51 | 336369 |
| INV0017464 | Invoice | 12/08/2023 | Colonial Life Ins. | | 0.00 | 141.20 | |
| INV0017465 | Invoice | 12/08/2023 | Colonial Life Insurance | | 0.00 | 253.68 | |
| INV0017514 | Invoice | 12/08/2023 | Colonial Life Ins. | | 0.00 | 406.32 | |
| INV0017515 | Invoice | 12/08/2023 | Colonial Life Insurance | | 0.00 | 518.09 | |
| INV0017627 | Invoice | 12/22/2023 | Colonial Life Ins. | | 0.00 | 406.32 | |
| INV0017628 | Invoice | 12/22/2023 | Colonial Life Insurance | | 0.00 | 518.09 | |
| INV0017685 | Invoice | 12/22/2023 | Colonial Life Ins. | | 0.00 | 141.20 | |
| INV0017686 | Invoice | 12/22/2023 | Colonial Life Insurance | | 0.00 | 253.68 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| ROUNDING ADJ F | Credit Memo | 12/22/2023 | ROUNDING ADJ FOR JAN 2024 COV | | 0.00 | -0.07 | |
| 016111 | FIDELITY SECURITY LIFE INSURANCE COMPANY | | 01/11/2024 | Regular | 0.00 | 582.03 | 336370 |
| CM0000414 | Credit Memo | 12/28/2023 | EMF | | 0.00 | -10.72 | |
| CM0000417 | Credit Memo | 12/28/2023 | EMF | | 0.00 | -10.72 | |
| CM0000420 | Credit Memo | 12/28/2023 | EMF | | 0.00 | -10.72 | |
| CM0000425 | Credit Memo | 01/10/2024 | EMF | | 0.00 | -10.72 | |
| CM0000429 | Credit Memo | 01/10/2024 | EMF | | 0.00 | -10.72 | |
| EYE MED ROUND | Credit Memo | 12/22/2023 | EYE MED ROUNDING ADJ FOR JAN 2024 C | | 0.00 | -0.30 | |
| INV0017471 | Invoice | 12/08/2023 | EMC | | 0.00 | 14.66 | |
| INV0017472 | Invoice | 12/08/2023 | EME | | 0.00 | 37.44 | |
| INV0017473 | Invoice | 12/08/2023 | EMF | | 0.00 | 42.88 | |
| INV0017474 | Invoice | 12/08/2023 | EMS | | 0.00 | 7.48 | |
| INV0017523 | Invoice | 12/08/2023 | EMC | | 0.00 | 21.99 | |
| INV0017524 | Invoice | 12/08/2023 | EME | | 0.00 | 70.72 | |
| INV0017525 | Invoice | 12/08/2023 | EMF | | 0.00 | 64.32 | |
| INV0017526 | Invoice | 12/08/2023 | EMS | | 0.00 | 44.88 | |
| INV0017636 | Invoice | 12/22/2023 | EMC | | 0.00 | 21.99 | |
| INV0017637 | Invoice | 12/22/2023 | EME | | 0.00 | 70.72 | |
| INV0017638 | Invoice | 12/22/2023 | EMF | | 0.00 | 53.60 | |
| INV0017639 | Invoice | 12/22/2023 | EMS | | 0.00 | 44.88 | |
| INV0017692 | Invoice | 12/22/2023 | EMC | | 0.00 | 14.66 | |
| INV0017693 | Invoice | 12/22/2023 | EME | | 0.00 | 29.12 | |
| INV0017694 | Invoice | 12/22/2023 | EMF | | 0.00 | 42.88 | |
| INV0017695 | Invoice | 12/22/2023 | EMS | | 0.00 | 7.48 | |
| MADRIGAL CREDI | Credit Memo | 12/22/2023 | MADRIGAL CREDITS FOR OCT, NOV,DEC | | 0.00 | -24.93 | |
| RETIREE ADJS FO | Invoice | 12/22/2023 | RETIREE ADJS FOR JAN 2024 COV | | 0.00 | 71.16 | |
| 010371 | METLIFE SBC | | 01/11/2024 | Regular | 0.00 | 190.10 | 336371 |
| INV0017470 | Invoice | 12/08/2023 | GROUP ID #97127420 | | 0.00 | 19.01 | |
| INV0017522 | Invoice | 12/08/2023 | GROUP ID #97127420 | | 0.00 | 76.04 | |
| INV0017635 | Invoice | 12/22/2023 | GROUP ID #97127420 | | 0.00 | 76.04 | |
| INV0017691 | Invoice | 12/22/2023 | GROUP ID #97127420 | | 0.00 | 19.01 | |
| 010331 | RELIANCE STANDARD LIFE INSURANCE | | 01/11/2024 | Regular | 0.00 | 557.23 | 336372 |
| CITY MANAGER A | Invoice | 12/22/2023 | CITY MANAGER ADJ FOR JAN 2024 | | 0.00 | 68.95 | |
| INV0017481 | Invoice | 12/08/2023 | POLICY: VG178907 | | 0.00 | 124.65 | |
| INV0017534 | Invoice | 12/08/2023 | POLICY: VG178907 | | 0.00 | 119.50 | |
| INV0017647 | Invoice | 12/22/2023 | POLICY: VG178907 | | 0.00 | 119.50 | |
| INV0017702 | Invoice | 12/22/2023 | POLICY: VG178907 | | 0.00 | 124.65 | |
| ROUNDING ADJ F | Credit Memo | 12/22/2023 | ROUNDING ADJ FOR JAN 2024 | | 0.00 | -0.02 | |
| 014422 | RELIANCE STANDARD LIFE INSURANCE | | 01/11/2024 | Regular | 0.00 | 4,910.23 | 336373 |
| CM0000413 | Credit Memo | 12/28/2023 | D1F - RELIANCE DENTAL | | 0.00 | -72.75 | |
| CM0000419 | Credit Memo | 12/28/2023 | D1F - RELIANCE DENTAL | | 0.00 | -72.75 | |
| INV0017391 | Invoice | 12/04/2023 | D1S - RELIANCE DENTAL | | 0.00 | 24.24 | |
| INV0017392 | Invoice | 12/04/2023 | D1S - RELIANCE DENTAL | | 0.00 | 24.24 | |
| INV0017393 | Invoice | 12/04/2023 | D1S - RELIANCE DENTAL | | 0.00 | 24.24 | |
| INV0017394 | Invoice | 12/04/2023 | D1S - RELIANCE DENTAL | | 0.00 | 24.24 | |
| INV0017466 | Invoice | 12/08/2023 | D1F - RELIANCE DENTAL | | 0.00 | 509.25 | |
| INV0017467 | Invoice | 12/08/2023 | D1S - RELIANCE DENTAL | | 0.00 | 145.44 | |
| INV0017468 | Invoice | 12/08/2023 | D2F RELIANCE DENTAL | | 0.00 | 85.80 | |
| INV0017469 | Invoice | 12/08/2023 | D2S RELIANCE DENTAL | | 0.00 | 82.60 | |
| INV0017517 | Invoice | 12/08/2023 | D1F - RELIANCE DENTAL | | 0.00 | 654.75 | |
| INV0017518 | Invoice | 12/08/2023 | D1S - RELIANCE DENTAL | | 0.00 | 460.56 | |
| INV0017519 | Invoice | 12/08/2023 | D2F RELIANCE DENTAL | | 0.00 | 214.50 | |
| INV0017520 | Invoice | 12/08/2023 | D2S RELIANCE DENTAL | | 0.00 | 16.52 | |
| INV0017630 | Invoice | 12/22/2023 | D1F - RELIANCE DENTAL | | 0.00 | 582.00 | |
| INV0017631 | Invoice | 12/22/2023 | D1S - RELIANCE DENTAL | | 0.00 | 412.08 | |
| INV0017632 | Invoice | 12/22/2023 | D2F RELIANCE DENTAL | | 0.00 | 214.50 | |
| INV0017633 | Invoice | 12/22/2023 | D2S RELIANCE DENTAL | | 0.00 | 16.52 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| INV0017687 | Invoice | 12/22/2023 | D1F - RELIANCE DENTAL | | 0.00 | 509.25 | |
| INV0017688 | Invoice | 12/22/2023 | D1S - RELIANCE DENTAL | | 0.00 | 145.44 | |
| INV0017689 | Invoice | 12/22/2023 | D2F RELIANCE DENTAL | | 0.00 | 85.80 | |
| INV0017690 | Invoice | 12/22/2023 | D2S RELIANCE DENTAL | | 0.00 | 49.56 | |
| J.MIRAMONTEZ | Invoice | 12/22/2023 | J.MIRAMONTEZ DEC ADJ | | 0.00 | 48.48 | |
| M. SCHOUTEN DE | Invoice | 12/22/2023 | M. SCHOUTEN DEC ADJ | | 0.00 | 48.48 | |
| RETIREE ADJ FOR | Invoice | 12/22/2023 | RETIREE ADJ FOR JAN 2024 | | 0.00 | 727.12 | |
| ROUNDING JAN 2 | Credit Memo | 12/22/2023 | ROUNDING JAN 2024 | | 0.00 | -1.40 | |
| Y. GARCIA ADJ FO | Credit Memo | 12/22/2023 | Y. GARCIA ADJ FOR DEC CATCHUP | | 0.00 | -48.48 | |
| 011688 | CALIFORNIA STATE DISBURSEMENT UNIT | | 01/19/2024 | Regular | 0.00 | 185.07 | 336384 |
| INV0017867 | Invoice | 01/19/2024 | G69 - CASE #200000001704703 | | 0.00 | 125.07 | |
| INV0017918 | Invoice | 01/19/2024 | G82 200000000935917 | | 0.00 | 60.00 | |
| 010553 | ICMA RETIREMENT TRUST-457 | | 01/19/2024 | Regular | 0.00 | 11,723.09 | 336385 |
| INV0017852 | Invoice | 01/19/2024 | 1% ICMA - EE/ER | | 0.00 | 1,634.98 | |
| INV0017869 | Invoice | 01/19/2024 | ICMA EE/ER -MATCH | | 0.00 | 50.00 | |
| INV0017896 | Invoice | 01/19/2024 | 1% ICMA - EE/ER | | 0.00 | 3,751.57 | |
| INV0017897 | Invoice | 01/19/2024 | 2% ICMA - EE/ER | | 0.00 | 3,597.16 | |
| INV0017912 | Invoice | 01/19/2024 | DCI | | 0.00 | 250.00 | |
| INV0017920 | Invoice | 01/19/2024 | ICMA EE/ER -MATCH | | 0.00 | 110.00 | |
| INV0017921 | Invoice | 01/19/2024 | DCI | | 0.00 | 2,000.00 | |
| INV0017922 | Invoice | 01/19/2024 | DCI | | 0.00 | 329.38 | |
| 010554 | ICMA RETIREMENT TRUST-457 (PT) | | 01/19/2024 | Regular | 0.00 | 998.85 | 336386 |
| INV0017935 | Invoice | 01/19/2024 | PTR - PART TIME RETIREMENT | | 0.00 | 998.85 | |
| 010708 | SANTA PAULA POLICE OFFICERS ASSOCIATION | | 01/19/2024 | Regular | 0.00 | 1,080.00 | 336387 |
| INV0017854 | Invoice | 01/19/2024 | AP-ASSOCIATION DUES | | 0.00 | 1,020.00 | |
| INV0017901 | Invoice | 01/19/2024 | AP-ASSOCIATION DUES | | 0.00 | 60.00 | |
| 010291 | SEIU LOCAL 721 | | 01/19/2024 | Regular | 0.00 | 486.35 | 336388 |
| INV0017899 | Invoice | 01/19/2024 | SEIU 998 | | 0.00 | 69.00 | |
| INV0017900 | Invoice | 01/19/2024 | SEIU 998 - VOTING MEMBERS | | 0.00 | 368.50 | |
| INV0017907 | Invoice | 01/19/2024 | COMMITTEE ON POLITICAL EDUC. | | 0.00 | 48.85 | |
| 010898 | UNITED WAY OF VENTURA COUNTY | | 01/19/2024 | Regular | 0.00 | 12.00 | 336389 |
| INV0017892 | Invoice | 01/19/2024 | UW - UNITED WAY | | 0.00 | 3.00 | |
| INV0017953 | Invoice | 01/19/2024 | UW - UNITED WAY | | 0.00 | 9.00 | |
| 013539 | WAGE WORKS, INC. | | 01/04/2024 | Bank Draft | 0.00 | 94.47 | 992161 |
| WW INV#601735 | Invoice | 01/04/2024 | WW INV#6017353 | | 0.00 | 94.47 | |
| 013539 | WAGE WORKS, INC. | | 01/10/2024 | Bank Draft | 0.00 | 102.71 | 992162 |
| WW INV#604907 | Invoice | 01/10/2024 | WW INV#6049070 | | 0.00 | 102.71 | |
| 010420 | INTERNAL REVENUE SERVICE | | 01/10/2024 | Bank Draft | 0.00 | 50,131.34 | 992163 |
| CM0000404 | Credit Memo | 12/06/2023 | FEDERAL TAX | | 0.00 | -43.70 | |
| CM0000406 | Credit Memo | 12/06/2023 | MEDICARE | | 0.00 | -6.54 | |
| CM0000408 | Credit Memo | 12/06/2023 | FEDERAL TAX | | 0.00 | -30.00 | |
| CM0000410 | Credit Memo | 12/06/2023 | MEDICARE | | 0.00 | -7.26 | |
| INV0017570 | Invoice | 12/13/2023 | FEDERAL TAX | | 0.00 | 52.64 | |
| INV0017727 | Invoice | 12/28/2023 | FEDERAL TAX | | 0.00 | 96.13 | |
| INV0017729 | Invoice | 12/28/2023 | MEDICARE | | 0.00 | 23.24 | |
| INV0017734 | Invoice | 12/28/2023 | FEDERAL TAX | | 0.00 | 3.30 | |
| INV0017735 | Invoice | 12/28/2023 | MEDICARE | | 0.00 | 0.40 | |
| INV0017736 | Invoice | 12/28/2023 | FEDERAL TAX | | 0.00 | 93.31 | |
| INV0017738 | Invoice | 12/28/2023 | MEDICARE | | 0.00 | 22.56 | |
| INV0017739 | Invoice | 12/28/2023 | FEDERAL TAX | | 0.00 | 96.13 | |
| INV0017741 | Invoice | 12/28/2023 | MEDICARE | | 0.00 | 23.24 | |
| INV0017801 | Invoice | 01/05/2024 | FEDERAL TAX | | 0.00 | 20,317.62 | |
| INV0017803 | Invoice | 01/05/2024 | MEDICARE | | 0.00 | 7,161.86 | |
| INV0017846 | Invoice | 01/05/2024 | FEDERAL TAX | | 0.00 | 16,161.57 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| INV0017847 | Invoice | 01/05/2024 | MEDICARE | | 0.00 | 6,166.84 | |
| 011044 | STATE OF CALIFORNIA - EDD EMPLOYMENT DE | | 01/10/2024 | Bank Draft | 0.00 | 14,682.23 | 992164 |
| CM0000403 | Credit Memo | 12/06/2023 | STATE TAX | | 0.00 | -14.91 | |
| CM0000407 | Credit Memo | 12/06/2023 | STATE TAX | | 0.00 | -16.37 | |
| INV0017569 | Invoice | 12/13/2023 | STATE TAX | | 0.00 | 24.48 | |
| INV0017733 | Invoice | 12/28/2023 | STATE TAX | | 0.00 | 1.41 | |
| INV0017800 | Invoice | 01/05/2024 | STATE TAX | | 0.00 | 7,594.98 | |
| INV0017845 | Invoice | 01/05/2024 | STATE TAX | | 0.00 | 7,092.64 | |
| 014872 | STATE OF CALIFORNIA EDD - SDI | | 01/10/2024 | Bank Draft | 0.00 | 1,530.83 | 992165 |
| CM0000405 | Credit Memo | 12/06/2023 | SDI | | 0.00 | -2.03 | |
| CM0000409 | Credit Memo | 12/06/2023 | SDI | | 0.00 | -2.25 | |
| INV0017728 | Invoice | 12/28/2023 | SDI | | 0.00 | 11.96 | |
| INV0017737 | Invoice | 12/28/2023 | SDI | | 0.00 | 11.75 | |
| INV0017740 | Invoice | 12/28/2023 | SDI | | 0.00 | 11.96 | |
| INV0017802 | Invoice | 01/05/2024 | SDI | | 0.00 | 1,499.44 | |
| 010292 | CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE | | 01/10/2024 | Bank Draft | 0.00 | 59,738.67 | 992166 |
| CM0000422 | Credit Memo | 01/09/2024 | R62 | | 0.00 | -758.92 | |
| CM0000423 | Credit Memo | 01/09/2024 | R62 | | 0.00 | -752.06 | |
| INV0017731 | Invoice | 12/28/2023 | R21 | | 0.00 | 0.63 | |
| INV0017732 | Invoice | 12/28/2023 | R21 | | 0.00 | 1.13 | |
| INV0017783 | Invoice | 01/05/2024 | R24 | | 0.00 | 1,243.93 | |
| INV0017784 | Invoice | 01/05/2024 | R24 | | 0.00 | 2,215.97 | |
| INV0017785 | Invoice | 01/05/2024 | R27 | | 0.00 | 1,204.90 | |
| INV0017786 | Invoice | 01/05/2024 | R27ER | | 0.00 | 2,146.46 | |
| INV0017787 | Invoice | 01/05/2024 | R54 | | 0.00 | 178.87 | |
| INV0017788 | Invoice | 01/05/2024 | R54 | | 0.00 | 314.36 | |
| INV0017789 | Invoice | 01/05/2024 | R58 | | 0.00 | 2,200.60 | |
| INV0017790 | Invoice | 01/05/2024 | R58 | | 0.00 | 3,867.58 | |
| INV0017791 | Invoice | 01/05/2024 | R62 | | 0.00 | 10,170.18 | |
| INV0017792 | Invoice | 01/05/2024 | R62 | | 0.00 | 10,078.31 | |
| INV0017793 | Invoice | 01/05/2024 | R72 | | 0.00 | 902.33 | |
| INV0017794 | Invoice | 01/05/2024 | R72 | | 0.00 | 888.55 | |
| INV0017795 | Invoice | 01/05/2024 | RP7 | | 0.00 | 191.17 | |
| INV0017796 | Invoice | 01/05/2024 | RP7 | | 0.00 | 340.54 | |
| INV0017797 | Invoice | 01/05/2024 | SB | | 0.00 | 66.03 | |
| INV0017798 | Invoice | 01/05/2024 | SCP | | 0.00 | 102.40 | |
| INV0017831 | Invoice | 01/05/2024 | R21 | | 0.00 | 182.65 | |
| INV0017832 | Invoice | 01/05/2024 | R21 | | 0.00 | 325.37 | |
| INV0017833 | Invoice | 01/05/2024 | R30 | | 0.00 | 1,712.37 | |
| INV0017834 | Invoice | 01/05/2024 | R30 | | 0.00 | 4,880.28 | |
| INV0017835 | Invoice | 01/05/2024 | R59 | | 0.00 | 1,095.92 | |
| INV0017836 | Invoice | 01/05/2024 | R59 | | 0.00 | 3,123.39 | |
| INV0017837 | Invoice | 01/05/2024 | R62 | | 0.00 | 327.60 | |
| INV0017838 | Invoice | 01/05/2024 | R62 | | 0.00 | 324.64 | |
| INV0017839 | Invoice | 01/05/2024 | R63 | | 0.00 | 376.08 | |
| INV0017840 | Invoice | 01/05/2024 | R63 | | 0.00 | 372.68 | |
| INV0017841 | Invoice | 01/05/2024 | R72 | | 0.00 | 6,243.69 | |
| INV0017842 | Invoice | 01/05/2024 | R72 | | 0.00 | 6,148.33 | |
| INV0017843 | Invoice | 01/05/2024 | SB | | 0.00 | 23.25 | |
| PERS ROUNDING | Credit Memo | 01/05/2024 | PERS ROUNDING ADJ | | 0.00 | -0.54 | |
| 011024 | CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S' | | 01/10/2024 | Bank Draft | 0.00 | 75,043.00 | 992167 |
| ACTIVE & RETIRE | Invoice | 12/22/2023 | ACTIVE & RETIREE ADMIN FEES | | 0.00 | 271.58 | |
| CM0000415 | Credit Memo | 12/28/2023 | EMPLOYER #0251 DBL | | 0.00 | -842.61 | |
| CM0000418 | Credit Memo | 12/28/2023 | EMPLOYER #0251 DBL | | 0.00 | -869.14 | |
| CM0000421 | Credit Memo | 12/28/2023 | EMPLOYER #0251 DBL | | 0.00 | -842.61 | |
| CM0000427 | Credit Memo | 01/10/2024 | EMPLOYER #0251 | | 0.00 | -1,176.44 | |
| CM0000430 | Credit Memo | 01/10/2024 | EMPLOYER #0251 | | 0.00 | -1,176.44 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| INV0017396 | Invoice | 12/06/2023 | PERS PLATINUM - SINGLE | | 0.00 | 507.40 | |
| INV0017397 | Invoice | 12/06/2023 | PERS PLATINUM - SINGLE | | 0.00 | 507.40 | |
| INV0017462 | Invoice | 12/08/2023 | ANTHEM SELECT FAMILY | | 0.00 | 3,193.53 | |
| INV0017463 | Invoice | 12/08/2023 | ANTHEM SELECT SINGLE | | 0.00 | 807.72 | |
| INV0017482 | Invoice | 12/08/2023 | EMPLOYER #0251 SINGLE | | 0.00 | 378.33 | |
| INV0017483 | Invoice | 12/08/2023 | PERS GOLD - COUPLE | | 0.00 | 1,598.88 | |
| INV0017484 | Invoice | 12/08/2023 | PERS GOLD - SINGLE | | 0.00 | 1,598.88 | |
| INV0017485 | Invoice | 12/08/2023 | EMPLOYER #0251 | | 0.00 | 4,654.36 | |
| INV0017486 | Invoice | 12/08/2023 | EMPLOYER #0251 | | 0.00 | 1,357.44 | |
| INV0017487 | Invoice | 12/08/2023 | PERS PLATINUM - FAMILY | | 0.00 | 1,496.95 | |
| INV0017488 | Invoice | 12/08/2023 | PERS PLATINUM - SINGLE | | 0.00 | 575.75 | |
| INV0017512 | Invoice | 12/08/2023 | ANTHEM SELECT SINGLE | | 0.00 | 807.72 | |
| INV0017513 | Invoice | 12/08/2023 | BLUE SHIELD - SINGLE | | 0.00 | 1,215.36 | |
| INV0017535 | Invoice | 12/08/2023 | EMPLOYER #0251 DBL | | 0.00 | 2,607.42 | |
| INV0017536 | Invoice | 12/08/2023 | EMPLOYER #0251 FAMILY | | 0.00 | 1,129.88 | |
| INV0017537 | Invoice | 12/08/2023 | EMPLOYER #0251 SINGLE | | 0.00 | 434.57 | |
| INV0017538 | Invoice | 12/08/2023 | PERS GOLD - COUPLE | | 0.00 | 4,796.64 | |
| INV0017539 | Invoice | 12/08/2023 | PERS GOLD - FAMILY | | 0.00 | 1,039.27 | |
| INV0017540 | Invoice | 12/08/2023 | PERS GOLD - SINGLE | | 0.00 | 1,998.60 | |
| INV0017541 | Invoice | 12/08/2023 | EMPLOYER #0251 | | 0.00 | 1,176.44 | |
| INV0017542 | Invoice | 12/08/2023 | EMPLOYER #0251 | | 0.00 | 2,714.88 | |
| INV0017543 | Invoice | 12/08/2023 | PERS PLATINUM - COUPLE | | 0.00 | 2,303.00 | |
| INV0017545 | Invoice | 12/08/2023 | PERS PLATINUM - SINGLE | | 0.00 | 1,727.25 | |
| INV0017625 | Invoice | 12/22/2023 | ANTHEM SELECT SINGLE | | 0.00 | 807.72 | |
| INV0017626 | Invoice | 12/22/2023 | BLUE SHIELD - SINGLE | | 0.00 | 1,215.36 | |
| INV0017648 | Invoice | 12/22/2023 | EMPLOYER #0251 DBL | | 0.00 | 1,738.28 | |
| INV0017649 | Invoice | 12/22/2023 | EMPLOYER #0251 FAMILY | | 0.00 | 1,129.88 | |
| INV0017650 | Invoice | 12/22/2023 | EMPLOYER #0251 SINGLE | | 0.00 | 434.57 | |
| INV0017651 | Invoice | 12/22/2023 | PERS GOLD - COUPLE | | 0.00 | 4,796.64 | |
| INV0017652 | Invoice | 12/22/2023 | PERS GOLD - FAMILY | | 0.00 | 1,039.27 | |
| INV0017653 | Invoice | 12/22/2023 | PERS GOLD - SINGLE | | 0.00 | 1,998.60 | |
| INV0017654 | Invoice | 12/22/2023 | EMPLOYER #0251 | | 0.00 | 1,176.44 | |
| INV0017655 | Invoice | 12/22/2023 | EMPLOYER #0251 | | 0.00 | 2,714.88 | |
| INV0017656 | Invoice | 12/22/2023 | PERS PLATINUM - COUPLE | | 0.00 | 2,303.00 | |
| INV0017658 | Invoice | 12/22/2023 | PERS PLATINUM - SINGLE | | 0.00 | 1,727.25 | |
| INV0017683 | Invoice | 12/22/2023 | ANTHEM SELECT FAMILY | | 0.00 | 3,193.53 | |
| INV0017684 | Invoice | 12/22/2023 | ANTHEM SELECT SINGLE | | 0.00 | 807.72 | |
| INV0017703 | Invoice | 12/22/2023 | EMPLOYER #0251 SINGLE | | 0.00 | 378.33 | |
| INV0017704 | Invoice | 12/22/2023 | PERS GOLD - COUPLE | | 0.00 | 1,598.88 | |
| INV0017705 | Invoice | 12/22/2023 | PERS GOLD - SINGLE | | 0.00 | 799.44 | |
| INV0017706 | Invoice | 12/22/2023 | EMPLOYER #0251 | | 0.00 | 4,654.36 | |
| INV0017707 | Invoice | 12/22/2023 | EMPLOYER #0251 | | 0.00 | 1,357.44 | |
| INV0017708 | Invoice | 12/22/2023 | PERS PLATINUM - FAMILY | | 0.00 | 1,496.95 | |
| INV0017709 | Invoice | 12/22/2023 | PERS PLATINUM - SINGLE | | 0.00 | 575.75 | |
| RETIREE ADJ FOR | Invoice | 12/22/2023 | RETIREE ADJ FOR JAN 2024 | | 0.00 | 3,297.00 | |
| ROUNDING ADJ F | Credit Memo | 12/22/2023 | ROUNDING ADJ FOR JAN 2024 COV | | 0.00 | -0.20 | |
| VARELA WILL BE | Invoice | 12/22/2023 | VARELA WILL BE CREDITED NEXT MONTH | | 0.00 | 1,809.90 | |
| 010292 | CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE | | 01/18/2024 | Bank Draft | 0.00 | 1,864.92 | 992168 |
| 2024 REPLACEME | Invoice | 01/18/2024 | 2024 REPLACEMENT CHARGES - INV#100 | | 0.00 | 1,864.92 | |
| 013539 | WAGE WORKS, INC. | | 01/18/2024 | Bank Draft | 0.00 | 262.22 | 992169 |
| WW INV#606936 | Invoice | 01/18/2024 | WW INV#6069363 | | 0.00 | 262.22 | |
| 010420 | INTERNAL REVENUE SERVICE | | 01/24/2024 | Bank Draft | 0.00 | 45,524.46 | 992170 |
| INV0017894 | Invoice | 01/19/2024 | FEDERAL TAX | | 0.00 | 14,782.80 | |
| INV0017895 | Invoice | 01/19/2024 | MEDICARE | | 0.00 | 3,268.02 | |
| INV0017955 | Invoice | 01/19/2024 | FEDERAL TAX | | 0.00 | 20,229.38 | |
| INV0017957 | Invoice | 01/19/2024 | MEDICARE | | 0.00 | 7,244.26 | |
| 011044 | STATE OF CALIFORNIA - EDD EMPLOYMENT DE | | 01/24/2024 | Bank Draft | 0.00 | 13,421.28 | 992171 |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| INV0017893 | Invoice | 01/19/2024 | STATE TAX | | 0.00 | 5,729.28 | |
| INV0017954 | Invoice | 01/19/2024 | STATE TAX | | 0.00 | 7,692.00 | |
| 014872 | STATE OF CALIFORNIA EDD - SDI | | 01/19/2024 | Bank Draft | 0.00 | 1,481.09 | 992172 |
| INV0017956 | Invoice | 01/19/2024 | SDI | | 0.00 | 1,481.09 | |
| 010292 | CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE | | 01/24/2024 | Bank Draft | 0.00 | 59,987.80 | 992173 |
| INV0017879 | Invoice | 01/19/2024 | R21 | | 0.00 | 181.39 | |
| INV0017880 | Invoice | 01/19/2024 | R21 | | 0.00 | 323.13 | |
| INV0017881 | Invoice | 01/19/2024 | R30 | | 0.00 | 1,712.37 | |
| INV0017882 | Invoice | 01/19/2024 | R30 | | 0.00 | 4,880.28 | |
| INV0017883 | Invoice | 01/19/2024 | R59 | | 0.00 | 1,095.92 | |
| INV0017884 | Invoice | 01/19/2024 | R59 | | 0.00 | 3,123.39 | |
| INV0017885 | Invoice | 01/19/2024 | R62 | | 0.00 | 327.60 | |
| INV0017886 | Invoice | 01/19/2024 | R62 | | 0.00 | 324.64 | |
| INV0017887 | Invoice | 01/19/2024 | R63 | | 0.00 | 537.19 | |
| INV0017888 | Invoice | 01/19/2024 | R63 | | 0.00 | 532.35 | |
| INV0017889 | Invoice | 01/19/2024 | R72 | | 0.00 | 5,535.78 | |
| INV0017890 | Invoice | 01/19/2024 | R72 | | 0.00 | 5,450.83 | |
| INV0017891 | Invoice | 01/19/2024 | SB | | 0.00 | 21.39 | |
| INV0017937 | Invoice | 01/19/2024 | R24 | | 0.00 | 1,243.93 | |
| INV0017938 | Invoice | 01/19/2024 | R24 | | 0.00 | 2,215.97 | |
| INV0017939 | Invoice | 01/19/2024 | R27 | | 0.00 | 1,204.90 | |
| INV0017940 | Invoice | 01/19/2024 | R27ER | | 0.00 | 2,146.46 | |
| INV0017941 | Invoice | 01/19/2024 | R54 | | 0.00 | 228.22 | |
| INV0017942 | Invoice | 01/19/2024 | R54 | | 0.00 | 401.11 | |
| INV0017943 | Invoice | 01/19/2024 | R58 | | 0.00 | 2,200.60 | |
| INV0017944 | Invoice | 01/19/2024 | R58 | | 0.00 | 3,867.58 | |
| INV0017945 | Invoice | 01/19/2024 | R62 | | 0.00 | 10,009.57 | |
| INV0017946 | Invoice | 01/19/2024 | R62 | | 0.00 | 9,919.15 | |
| INV0017947 | Invoice | 01/19/2024 | R72 | | 0.00 | 902.33 | |
| INV0017948 | Invoice | 01/19/2024 | R72 | | 0.00 | 888.55 | |
| INV0017949 | Invoice | 01/19/2024 | RP7 | | 0.00 | 195.82 | |
| INV0017950 | Invoice | 01/19/2024 | RP7 | | 0.00 | 348.83 | |
| INV0017951 | Invoice | 01/19/2024 | SB | | 0.00 | 66.03 | |
| INV0017952 | Invoice | 01/19/2024 | SCP | | 0.00 | 102.40 | |
| PERS ROUNDING | Invoice | 01/19/2024 | PERS ROUNDING ADJ | | 0.00 | 0.09 | |
| 013539 | WAGE WORKS, INC. | | 01/24/2024 | Bank Draft | 0.00 | 408.43 | 992179 |
| WAGE WORKS IN | Invoice | 01/24/2024 | WAGE WORKS INV#6089741 | | 0.00 | 408.43 | |
| 013539 | WAGE WORKS, INC. | | 01/31/2024 | Bank Draft | 0.00 | 706.60 | 992185 |
| WAGEWORKS IN | Invoice | 01/31/2024 | WAGEWORKS INV#6127041 | | 0.00 | 706.60 | |

**Bank Code PY Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 125 | 18 | 0.00 | 43,432.03 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 159 | 15 | 0.00 | 324,980.05 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **284** | **33** | **0.00** | **368,412.08** |

# All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 712 | 230 | 0.00 | 1,681,383.22 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 5 | 0.00 | -14,126.80 |
| Bank Drafts | 164 | 20 | 0.00 | 6,719,060.24 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **876** | **255** | **0.00** | **8,386,316.66** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH | 1/2024 | 8,386,316.66 |
| | | | **8,386,316.66** |

**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Anna Arroyo, Assistant Planner

Subject: ALCOHOL ENFORCEMENT AGREEMENT FOR PROJECT 23-CUP-03, PROJECT 1912, LLC (DBA: COCINA 1912) LOCATED AT 1069 E. MAIN STREET. (TYPE 41-ON-SALE BEER AND WINE - EATING PLACE)

Date: February 21, 2024

Agenda Item: 10.B

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## RECOMMENDATION:

Staff recommends that the City Council:

Approve the Enforcement Agreement for Project No. 23-CUP-03, Project 1912, LLC (dba: Cocina 1912) at 1069 E. Main Street.

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## BACKGROUND:

It is in the best interest of the citizens of the City of Santa Paula (the City) to monitor and control the sale of alcoholic beverages within the City. Enforcement Agreements have been successfully used by other California communities as a means to better monitor and enforce compliance with special conditions concerning alcohol sales.

Per SPMC Chapter 16.58 *Alcoholic Beverage Sales*, a Conditional Use Permit is required for alcohol sales. On January 23, 2024, the Santa Paula Planning Commission unanimously approved Resolution No. 3854 (Attachment B) for Project 23-CUP-03 “Cocina 1912” restaurant for a CUP to authorize a new California ABC *Type 41* license: On-Sale Beer and Wine - Eating Place license that authorizes the sale of beer and wine for consumption on the licensed premises.

## ANALYSIS:

The Conditional Use Permit (CUP) granted to the Applicant under Santa Paula Planning Commission Resolution No. 3854 is predicated upon execution of an Enforcement Agreement between the Applicants and the City.

SPMC Chapter 16.58 - *Alcoholic Beverage Sales*, 16.58.010(I) *Development Standards and Use Conditions*:

*The property owner/operator/applicant and the City must enter into an enforcement agreement to facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to*

*review and approval of the City Council. The agreement must also obligate any heirs, assigns, and other future owners/operators of the establishment, or must be replaced by a new similar agreement.*

The agreement, as reviewed by the City Attorney, is provided as Attachment A.

**STRATEGIC PLAN:**

Assisting business with achieving operational goals addresses City Council Strategic Goal for Economic Development: Enhancing the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

**FISCAL IMPACTS:**

There is a potential loss of business and sales tax revenue if the Enforcement Agreement is not approved, as an Enforcement Agreement is required for alcohol sales.

**OPTIONS:**

The following alternatives are available to the City Council:

1. Make changes to Enforcement Agreement.
2. Continue the hearing in order to obtain further information or for the applicant to make any requested revisions to the project.
3. Deny the Enforcement Agreement. A denial would prohibit the sale of alcoholic beverages at the subject location.

**ATTACHMENTS:**

A-Enforcement Agreement, Cocina 1912-02.21.2024.pdf
B-PC Reso. 3854, COCINA 1912.pdf
C-FLOORPLAN.pdf
D-SITE PHOTOS.pdf

# ATTACHMENT A

# ENFORCEMENT AGREEMENT

**Between**
**The City of Santa Paula (the City)**
**And (the Applicant)**
**Project 1912, LLC**
**For Project No. 23-CUP-03, "Cocina 1912"**
**1069 E. Main Street, Santa Paula, CA 93060**
**for**
**California ABC Type 41 license (On-Sale Beer and Wine-Eating Place)**

This Enforcement Agreement ("Agreement") is entered into by the undersigned on February 21, 2024, at the City of Santa Paula, Ventura County, California based on the following recitals:

A. It is in the best interest of the citizens of the City of Santa Paula (the City) to monitor and control the sale of alcoholic beverages within the City;

B. Per SPMC Chapter 16.58 - *Alcoholic Beverage Sales*, 16.58.010(I) *Development Standards and Use Conditions*:
*"The property owner/operator/applicant and the City must enter into an enforcement agreement to facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to review and approval of the City Council. The agreement must also obligate any heirs, assigns, and other future owners/operators of the establishment, or must be replaced by a new similar agreement."*

C. On January 23, 2024 the Santa Paula Planning Commission unanimously approved Resolution No. 3854 for Project No. 23-CUP-03 "Cocina 1912", for a CUP to authorize a new California ABC Type 41 license (On-Sale Beer and Wine-Eating Place), located at 1069 E. Main Street;

D. The Conditional Use Permit (CUP) granted to the Applicant on January 23, 2024 by the Santa Paula Planning Commission per Resolution No.3854 is predicated upon execution of an Enforcement Agreement between the Applicant and the City;

E. Enforcement agreements have been successfully used by other California communities as a means to better monitor and enforce compliance with special conditions concerning alcohol sales;

NOW THEREFORE, the parties agree to the following:

## I) PUBLIC DOCUMENT

This Agreement is a public document. A copy of this Agreement must be kept at all times on the premises, and must be made available for review immediately upon request by law enforcement personnel and members of the public. Failure by the Applicant or employees of the Applicant to produce a copy of this Agreement when asked to do so by a law enforcement officer shall be deemed a violation of the Agreement.

## II) CONDITIONS

Failure to comply with any of the conditions set forth below is a breach of this agreement and a violation of the CUP. Each failure by the Applicant to comply with any one condition listed below must be considered an individual and separate breach of this Agreement.

a) The Applicant and all licensees, sublessees, must adhere to the Conditional Use Permit (CUP) granted to the Applicant under Santa Paula Planning Commission Resolution No. 3854 (attached).

b) The Applicant and all licensees, sub lessees, must have a current, valid Alcohol Beverage Control license in order to serve alcoholic beverages.

c) The Applicant and all licensees, sublessees, and their employees or agents who engage in the sale of on-site alcoholic beverages to the public must complete a course in *Responsible Beverage Service (RBS)* or equivalent such as *Licensee Education on Alcohol and Drugs (LEAD), Learn2Serve (program may be done online)* and in-restaurant training within thirty (30) days of the granting of a license and/or date of employment.

d) There must be no signs advertising any kind of alcoholic product which will be easily visible from the exterior of the business. This prohibition does not apply to business signage representing a registered company name.

e) Sale and consumption of alcoholic beverages shall be governed by the California Department of Alcoholic Beverage Control license type, per California Business and Professions Code, *Article 3. Rights and Obligations of Licensees* § 23355 - 23405.4 as it relates to on-sale and off-sale alcoholic beverages, and, any other requirements per CA ABC.

f) A copy of these conditions must be maintained on the premises and made available upon the demand of any peace officer.

## III) BREACH OF THIS AGREEMENT

A breach of any condition listed in Section II (Conditions) above is a breach of this Agreement and a violation of the Applicants' Conditional Use Permit (CUP), which may result in the amendment or revocation of the CUP. This Agreement shall be immediately terminated upon revocation of Applicant's CUP."

## IV) ENFORCEMENT

For each breach of the Agreement, the Applicant must pay a fine of five hundred ($500.00). Each breach constitutes substantial and sufficient evidence for the Planning Commission to amend or revoke the Applicants' Conditional Use Permit.

In addition, the Police Department may stop the sale of alcohol for noncompliance with conditions or problems arising from the consumption of alcohol or entertainment.

## V) ENFORCEMENT COSTS

Enforcement costs incurred by the City caused by noncompliance with the Agreement by the Applicant, and including but not limited to citations for violations, issuance and collection of fines or other penalties, and related administrative paperwork and bookkeeping, must be fully recoverable by the City from the Applicant based upon a schedule of fully allocated hourly rates.

## VI) APPEALS

Any violation or breach by the Applicant of the Agreement may be appealed in writing to the Planning Commission. The appeal must be filed in the office of the Community and Economic Development Department within ten (10) calendar days of the notice of the violation(s) being sent. Failure to file a timely written appeal constitutes a waiver of any right of appeal. The appeal fee to the Planning Commission is required and is the responsibility of the appellant. The appeal fee is per the approved Fee Schedule in effect at the time of appeal filing.

## VII) AMENDMENTS

No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by authorized representatives of the parties in interest at the time of the modification.

## VIII) BINDING EFFECT

Each and all of the provisions hereof must be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

## IX) FORCE MAJEURE

No party will be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

## X) WAIVER OF BREACH

No waiver of any provision or consent to any action will constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested.

## XI) ENTIRE AGREEMENT

This Agreement and all Exhibits hereto, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

## XII) SEVERABILITY

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof will be stricken from this Agreement, and such provision will not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision will be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

## XIII) GOVERNING LAW

This Agreement will be governed by and construed under the laws of the State of California, irrespective of such state's choice of law principles.

## XIV) CONSTRUCTION

The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule or strict construction will be applied against any person.

## XV) TRUTHFULNESS

The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, will be deemed a part of the Agreement.

## XVI) REPRESENTATION BY COUNSEL

Each party has been represented by counsel in the negotiation and execution of this Agreement. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto. The parties acknowledge that they have read and understood this Agreement and its legal effect. Each party acknowledges that it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement. Each party further acknowledges that it is not relying on and it is not for the purposes of the negotiation, execution, and delivery of this Agreement, a client of the legal counsel employed by any of the other parties to this Agreement.

## XVII) COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which must be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signatures pages and consolidate them into a single identical original. Any one of such completely executed counterparts will be sufficient proof this Agreement.

# ENFORCEMENT AGREEMENT

**Between**
**The City of Santa Paula (the City) and (the Applicant)**
**Project 1912, LLC**
**For Project No. 23-CUP-03 "Cocina 1912"**
**1069 E. Main Street, Santa Paula, CA 93060**
**for**
**California ABC Type 41 license (On-Sale Beer and Wine-Eating Place)**

**February 21, 2024**

_____
Oscar Dominguez, CEO/Applicant
Project 1912, LLC

Date:_____

**CITY OF SANTA PAULA:**

_____

Dan Singer
*City Manager*

**APPROVED AS TO FORM:**

_____

Monica Castillo
*City Attorney*

# RESOLUTION NO. 3854

## A RESOLUTION OF THE SANTA PAULA PLANNING COMMISSION APPROVING A CONDITIONAL USE PERMIT FOR PROJECT NO. 2023-CUP-03 TO ALLOW THE SALE OF ALCOHOL IN COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF ALCOHOL AND BEVERAGE CONTROL TYPE 41 LICENSE PROVISIONS AT 1069 E. MAIN STREET

The Planning Commission of the City of Santa Paula does resolve as follows:

**SECTION 1:** The Planning Commission finds and declares that:

A. On November 30, 2023, Oscar Dominguez on behalf of Project 1912, LLC (Property Owner) filed an application for Project No. 2023-CUP-03, a Conditional Use Permit to allow the sale of alcohol on-site in compliance with the California Department of Alcohol and Beverage Control Type 41 license provisions at an existing restaurant doing business as Cocina 1912 at 1069 E. Main Street (APN: 101-0-211-095);

B. Per SPMC § 16.58.010, the sale of alcohol requires the issuance of a CUP;

C. The Project was reviewed by the City's Planning Division for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code;

D. The City Planning Division reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated there under (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines ("Santa Paula Guidelines"; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as "CEQA Regulations");

E. The Planning Division completed its review and scheduled a public hearing regarding the application before this Commission for January 23, 2024;

F. On January 23, 2024, the Commission opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Commission by the Applicant; and

G. The Commission considered the information provided by City staff, public testimony, and the Applicant's representative. This Resolution, and its findings, are made based upon the evidence presented to the Commission at its January 23, 2024 hearing including, without limitation, the staff report submitted by the Planning Division.

**SECTION 2:** *Factual Findings and Conclusions*. Pursuant to the SPMC Chapter 16 Development Code, the Planning Commission finds that the following facts exist:

A. The Applicant is requesting a Conditional Use Permit to allow the sale of beer and wine (ABC License - Type 41) with the existing restaurant use located in the Central Business District zone at 1069 E. Main Street.

B. The facility would operate under a California Department of Alcohol and Beverage Control Type 41 on-sale license.

C. The Project does not entail changes to the footprint of the existing building at this time.

D. The sale of alcohol in conjunction with the restaurant on the property is not expected to have negative impact to surrounding properties nor the general neighborhood. The Applicant will also be required to comply with an Enforcement Agreement that will provide the Police with the ability to quickly respond to violations and ensure compliance with the conditions of approval. The land use is supportive of and will not negatively affect the demand of existing onsite services including city services.

E. The proposed use at the particular location is desirable to provide a service or facility which will contribute to the general convenience or welfare of the neighborhood or community because expanding the restaurant to include the on-site sale of alcohol is a service that is sought and enjoyed by a large segment of the community. The restaurant is also compatible with the existing, surrounding and planned land uses within the vicinity.

F. The characteristics of the project are not unreasonable or incompatible with the types of uses in the surrounding area, such as other restaurant and commercial uses along Main Street. Any potential health and safety impacts have been addressed by requiring the applicant to comply with local and state regulations relating to serving alcohol. The applicant will be required to enter into an Enforcement Agreement with the Police Department to ensure compliance with conditions of approval and provide the Police Department with a mechanism should law enforcement need to close down the facility due to alcohol related incidents.

G. Adherence with the recommended Conditions of Approval, included herein, will ensure that the proposed Project will avoid health and safety risks to persons and/or property in the Project vicinity.

**SECTION 3:** *General Plan and Zoning*. The proposed project is consistent with the City's General Plan and Title 16 of the SPMC as follows:

A. The Santa Paula General Plan (2040) land use designation for the property is Central Business District. The zoning district is Central Business District (CBD) which is consistent with the corresponding General Plan land use designation. The subject property is not within any overlay zones.

B. Pursuant to the General Plan (2040), the purpose of the CBD land use category is to provide a pedestrian-scale commercial district with an emphasis on small-scale businesses intended to serve the local community and tourists. The character of the CBD zone is intended to be that which promotes the historic identity of the past through the creation of an identifiable downtown and an emphasis on architectural style. The CBD zone will support a mix of complementary retail, service, office, civic, cultural, and residential uses. Commercial use such as that proposed are encouraged to concentrate in the Downtown Plan District.

C. Pursuant to SPMC § 16.58.010(A) *Development Standards and Use Conditions*, "All new sales of alcohol, with the exception of temporary sales as specified in § 16.58.030, must obtain a Conditional Use Permit."

D. The proposed business would operate under a California Department of Alcohol and Beverage Control Type 41 (Restaurant) on sale general – eating place license which authorizes the sale of beer and wine for consumption on or off the premises where sold. Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities, and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.

E. Pursuant to SPMC § 16.58.010(B) *Development Standards and Use Conditions*, a new alcohol sales use may only be established in a location such that the proposed use will not contribute to undue concentration of such uses in an area where additional such uses would be undesirable, with consideration to be given to the area's function and character, problems of crime and loitering, traffic problems and capacity.

The Project site is located in Census Tract 6 of the California Department of Alcoholic Beverage Control's (ABC) license grid for the City of Santa Paula. According to Department of Alcohol and Beverage Control Census Tract 6 is allowed 7 on sale licenses and currently 16 exist. Therefore, according to ABC Census Tract 6, the project will contribute to the over-concentration of on-sale licenses. Though over-concentrated with on sale licenses, ABC may still approve the application if the Department determines that issuance of the license will serve the "public convenience or necessity" at this particular location. Under Business and Professions Code Section 23958.4(b)(1), the ABC, and not the City, makes the "public convenience or necessity" finding when an applicant is requesting an on-sale (but not off-sale) ABC license.

Notwithstanding the undue concentration of on-premises alcohol sales, the Planning Commission finds that, upon consideration of the various factors under SPMC § 16.58.010(B), the addition of the use would not produce undesirable effects. It is customary and usual for alcohol sales to be provided by a full service restaurant. In addition, the restaurant is within the CBD zone where other similar uses are encouraged; the consumption of alcohol would be confined to the grounds of the restaurant property; and the use would not create problems of crime and loitering due

to the nature and type of the restaurant.

F. Enforcement Agreement required. Pursuant to SPMC § 16.58.010(I) *Development Standards and Use Conditions*, for any use providing alcohol beverage sales for either on-site or off-site consumption, the property owner/operator/applicant and the City must enter into an Enforcement Agreement to facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to review and approval of the City Council. The agreement must also obligate any heirs, assigns, and other future owners/operators of the establishment, or must be replaced by a new similar agreement.

G. The proposed use is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as mentioned above in Section 3: *General Plan and Zoning*, particularly the following:

- Land Use Element, Community Character and Urban Form**:** LU1
- Land Use Element, Balanced Land Use & Economic Opportunity: LU3
- Land Use Element, Extended Business Hours: LU 5.4
- Economic Development and Downtown, Support Existing Businesses: EDD1.1

**SECTION 4:** *Conditional Use Permit*. Pursuant to SPMC §16.218.040, the Planning Commission makes the following findings:

1. *The proposed use at the particular location is necessary or desirable to provide a service or facilities that will contribute to the general convenience or welfare of the neighborhood or the community;*

   Consistent. The proposed use, on-site serving of alcohol is a service that contributes to the general convenience of the community by providing its customers with a service commonly found at a full service restaurant. This is a service sought after and enjoyed by a large segment of the community.

2. *The characteristics of the proposed use are not unreasonably incompatible with the types of use permitted in the surrounding areas;*

   *Consistent*. The existing business is in harmony with the surrounding area because the intended use is commercial in nature, is supportive of a restaurant, and is compatible with the surrounding properties.

3. *The proposed use is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan; and*

   *Consistent*. The proposed use is consistent with the relevant sections of the governing General Plan (2040), and, the Santa Paula Municipal Code, where applicable. A restaurant is a permitted use in the CBD zoning district and alcohol

sales is allowed with the approval of a CUP. Moreover, the proposed use is consistent with the objectives, policies, general land uses and programs of the General Plan (2040), particularly the following:

- Land Use Element, Community Character and Urban Form**:** LU1
- Land Use Element, Balanced Land Use & Economic Opportunity: LU3
- Land Use Element, Extended Business Hours: LU 5.4
- Economic Development and Downtown, Support Existing Businesses: EDD1.1

4. *The proposed use will not, under the circumstances of the particular case be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or injurious to property or improvements in the vicinity.*

   Consistent. The proposed use will not be detrimental to the health, safety, or general welfare because as proposed and conditioned, the project will comply with all current Planning, Building & Safety, Public Works, Police and Development Code requirements.

5. In making the abovementioned findings, the Planning Commission has considered the following factors.

   a. *Possible damage or nuisance from noise, glare, smoke, odor, fumes, dust, or vibration;*
   b. *Possible hazard to persons or property from explosion, contamination, or fire; and*
   c. *Possible hazard or inconvenience caused by unusual volume or character of traffic*

   The sale of alcohol for on-site consumption at the existing restaurant is very unlikely to result in damage or nuisances; hazards from fire, explosion or contamination; or inconveniences caused by unusual traffic. The proposed use will not significantly change the character of the existing restaurant use, which already generates a maximum amount of traffic limited by the building's capacity. The property will also be subject to all current Planning, Building & Safety, Public Works, Police and Development Code requirements. In addition, the mandatory Enforcement Agreement with the Police Department will ensure compliance with conditions of approval and provide the Police Department with a mechanism should law enforcement need to close down the facility due to alcohol related incidents.

**SECTION 5:** *Environmental Assessment*. The proposed Project is Categorically Exempt from the requirements of CEQA, pursuant to the Santa Paula Guidelines and CEQA Guidelines, §15301, (Class 1, Existing Facilities) since the project involves a request to allow the on-site sale of alcohol at an existing restaurant that seeks no expansion of its building footprint at this time.

**SECTION 6:** *Approval.* Subject to the conditions listed on the attached Exhibit "A," which are incorporated into this Resolution by reference, the Planning Commission grants a Conditional Use Permit for Project No. 2023-CUP-03.

**SECTION 7:** This Resolution will remain effective until superseded by a subsequent resolution.

**SECTION 8:** The Commission Secretary is directed to mail a copy of this Resolution to the Applicant and to any other person(s) requesting a copy.

**SECTION 9:** The action of the Planning Commission may be appealed to the City Council within ten (10) calendar days of said action. The appeal fee to the City Council is $5,000. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal constitutes a waiver of any right of appeal.

**Project No. 2023-CUP-03**
**1069 E. Main Street**

PASSED AND ADOPTED this 23rd day of January 2024.

Aaron Dunkel
Chair
City of Santa Paula Planning Commission

ATTEST:

James Mason
Secretary
City of Santa Paula Planning Commission

APPROVED AS TO FORM:

Henry Castillo
Assistant City Attorney
City of Santa Paula


3854

# EXHIBIT A

## RESOLUTION 3854 CONDITIONS OF APPROVAL

# EXHIBIT A
# RESOLUTION NO. 3854
# CONDITIONS OF APPROVAL

Project No. 2023-CUP-03
Project 1912, LLC
1069 E Main Street - APN: 101-0-211-095

In addition to all applicable provisions of the Santa Paula Municipal Code ("SPMC"), Project 1912, LLC "(Applicant") agrees for itself, its heirs and assigns that it will comply with the following provisions as Conditions for the City of Santa Paula's Approval of Project No. 23-CUP-03 ("Conditions of Approval").

## I. GENERAL CONDITIONS

1. Awareness. The Resolution and these associated Conditions of Approval have been adopted with the knowledge, understanding and consent of the Property Owner/Applicant.

2. Compliance. The Property Owner/Applicant must comply with all applicable ordinances, codes, regulations, policies, and conditions (including those herein) and pay all applicable fees and assessments to the City.

3. Violation. The Property Owner/Applicant's failure to comply with, or breach of, any Project Condition may result in the amendment or revocation of this Permit, or any related permits, or other enforcement action, as may be appropriate in the case. The City may undertake such acts and incur such expenses as it may consider necessary to effect compliance, the cost thereof including without limitation, administration costs and recoverable attorney's fees, to be reimbursed by the applicant or current property owners, as may be appropriate in the case.

4. Scrutiny. This permit is subject to an ongoing review. If at any time valid, substantiated complaints are received, a public hearing may be held before the Planning Commission, at the sole discretion of the City, to determine if any condition or the permit should be modified, amended or revoked.

5. Assignment. The permit is granted for the subject Property only and is not transferable.

## II. PLANNING

6. Appearances. The applicant must comply with the following:

    a. Provide adequate trash and recycling containers to reduce litter;

b. No signs advertising any kind of alcoholic beverage, which will be easily visible from the exterior of the business; and

c. Windows must be kept free of signs and other obstructions to allow visual inspection from the outside.

7. Enforcement Agreement. The Property Owner/Applicant and the City must enter into an Enforcement Agreement to facilitate the control of the sale of alcohol, inclusive of spirits, distilled liquor, beer and wine at this site before selling alcohol on the subject property. This agreement will be subject to review and approval of the City Council. The agreement must also obligate any heirs, assigns, and other future owners/operators of the establishment, or must be replaced by a new similar agreement.

8. CA ABC License Required. Before the sale of alcohol may commence, the Applicant must obtain California Department of Alcoholic Beverage Control alcohol license Type 41 for the subject location at 1069 E. Main Street.

9. CA ABC License Status. Within 7 calendar days of CA ABC status change, the Applicant must notify the Planning Division in writing of any change in the status of its CA ABC license, including any change in the type of license and/or permittee.

10. Applicant must provide specific training to employees on the methods to evaluate persons under the influence, properly refuse service, and to effectively conduct ID checks. Such training is regularly available throughout the region (i.e., Learn2Serve).

11. The Applicant must adhere to restrictions on the times for serving alcohol in accordance with the Santa Paula Municipal code.

## III. BUILDING & SAFETY

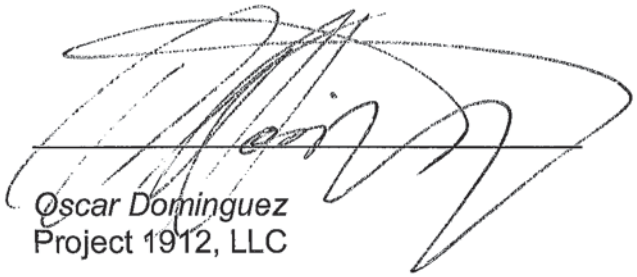
12. Any future expansion of the restaurant is subject to review and approval of plans and permits.

## IV. INDEMNIFICATION

13. Indemnification. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Project No. 2023-CUP-03. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Project No. 2023-CUP-03, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Santa Paula's elected officials, appointed officials, officers, and employees.

EXHIBIT A
RESOLUTION 3854
CONDITIONS OF APPROVAL
Project No. 2023-CUP-03
1069 E Main Street - APN: 101-0-211-095

By signing this document, the Applicant/Owner certify that it has read, understood, and agrees to the project conditions listed in this document.



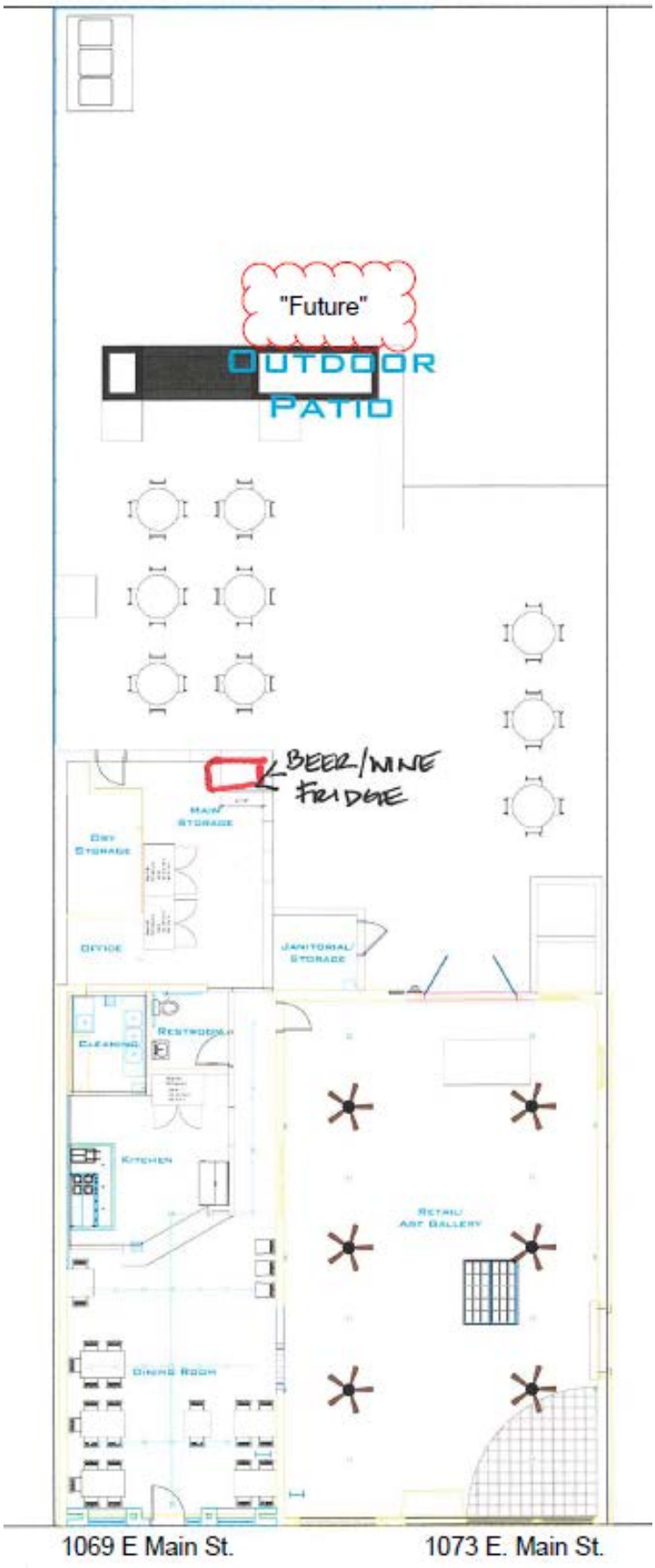
*Oscar Dominguez*
Project 1912, LLC

1/24/2024
Date

# ATTACHMENT C

## FLOORPLAN

**FLOORPLAN**


"Future"
OUTDOOR
PATIO
BEER/WINE
FRIDGE
MAIN STORAGE
DRY STORAGE
OFFICE
JANITORIAL/ STORAGE
RESTROOMS
CLEANING
KITCHEN
RETAIL/ ART GALLERY
DINING ROOM
1069 E Main St.
1073 E. Main St.

# ATTACHMENT D

## SITE PHOTOS

**Project. 23-CUP-03**
**1069 E. MAIN STREET (COCINA 1912)**







VIEW OF FRONT




VIEW OF INSIDE RESTAURANT

**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: ZUMA CONSTRUCTION GROUP, INC. CONSTRUCTION CONTRACT FOR POLICE STATION REMODEL PROJECT PHASE I

Date: February 21, 2024

Agenda Item: 10.C

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## RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Zuma Construction Group, Inc. for the Police Station Remodel Project, Phase I, in the amount of $675,000 in a form approved by the City Attorney.

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## BACKGROUND:

In 2018, the Measure T Committee made a recommendation to City Council to set aside $1.1 million dollars to put towards the construction of a new police station or improvements to the existing facility. In addition to the original recommendation, City Council has approved an additional $500,000 to go towards future station improvements.

Staff has been working with Police Department leadership and RWC, LLC to identify improvements to not only the station, but to security of the campus as well.

Improvements included in Phase I involve:

- Demolition of the existing lobby, reception, public entrance area, interior partitions walls, and the detective supervisor's office - abatement of limited areas to the ceiling and flooring - new construction improvements of the lobby, reception and consultation room - also, improvements will include reconfiguring of records and new detective area with supervisor's office.

## ANALYSIS:

The project was advertised in the Santa Paula Times and posted publicly. Bid documents were publicly opened and certified by the City Clerk on January 19th, 2024, in City Council Chambers. Four bids were received. The bid results are as follows:

| | |
|---|---|
| Zuma Construction Group, Inc. | $675,000.00 |
| Ramsa Construction, Inc. | $678,150.00 |

| | |
|---|---|
| SBS Corporation | $722,352.00 |
| GOJRM Construction, Inc. | $863,762.63 |

Staff finds that the low bid submitted by Zuma Construction Group, Inc is an acceptable bid, is responsive, and meets the requirements of the bid documents. Bidding rules require that the City Council award the contract to the lowest responsive and responsible bidder or reject all bids.

**STRATEGIC PLAN:**

This item addresses City Council's two-year Strategic Plan, Section E, Public Safety & Emergency Preparedness, Objective #4, SPPD Facility Upgrades.

**FISCAL IMPACTS:**

This project is part of the City's Capital Improvement Program and will be funded by allocated Measure T and American Rescue Plan Act (ARPA) funds (GL #104-5-9329-660 and #412-5-9329-660). Phase I construction costs of $675,000 will still leave a sizeable balance of funds to support the fence project and future phases.

**OPTIONS:**

City Council has the following alternative options to staff's recommendation:

1. Do not award the contract to Zuma Construction Group, Inc.

If Council chooses not to award the contract, staff will be required to start the bid process over by advertising for bids, hold a public bid opening, and bring another contract before Council for consideration.

**ATTACHMENTS:**

EXHIBIT A: PD Remodel Bid Sheet.pdf
EXHIBIT B: Zuma Construction PW Contract.pdf

# EXHIBIT A

## POLICE STATION REMODEL PHASE I

## CERTIFIED BID SHEET

# CITY OF SANTA PAULA

P.O. Box 569 • 970 Ventura Street • Santa Paula, CA 93060 • 805/933-4212

**PROJECT:** **POLICE STATION REMODEL PROJECT**
**TASK: Demolition of Existing Lobby, Reception, Entrance, Interior Partition Walls at Corridor Storage Rooms, Detectives, Detective Office and Records. Abatement of Limited Areas of Ceilings and Flooring. Construction of New Lobby, Reception, Reception Vestibule, Consult Room, Communications Room. Reconfiguration of Records, Detectives, Detective Office, and Fire Exit Corridor with New Secured Access Vestibule.**

**PROJECT No.:** **RFB**
**Bid Date:** **Friday, January 19, 2024**

**Time of Opening:** **3:00 PM**

| Bidder Company Name/City | Bid Amount | Bond | Addendum/a |
|---|---|---|---|
| GOJRM CONSTRUCTION, INC | $863,762.63 | | |
| RAMSA CONSTRUCTION, INC | $678,150.00 | | |
| ZUMA CONSTRUCTION | $675,000.00 | | |
| SBS CORPORATION | $722,352.00 | | |
| | | | |
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| | | | |
| | | | |
| | | | |

January 19, 2024
Date

Gregory Barnes, Parks & Recreation
Director Parks & Recreation Department

January 19, 2024
Date

Julie Latshaw, CMC
City Clerk

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

# EXHIBIT B

## ZUMA CONSTRUCTION CONTRACT FOR POLICE REMODEL PHASE I

**CITY OF SANTA PAULA**
**SHORT FORM CONSTRUCTION CONTRACT**

**POLICE STATION REMODEL PHASE I**

## 1. PARTIES AND DATE.

This Contract is made and entered into this 21ST day of February 2024, 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 Zuma Construction Group, Inc., a corporation with its principal place of business at 3649 Birdsong, Thousand Oaks, Ca, 91360 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

## 2. RECITALS.

**2.1** City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

**2.2** Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing Facility Improvements, Upgrades, and related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: State of California Contractor Class B license.

**2.3** Project. City desires to engage Contractor to render such services for the Police Station Remodel Phase I ("Project") as set forth in this Contract.

**2.4** Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, Liability Insurance, Workman's Comp., and Auto Insurance in the amount of $1,000,000.00 within an aggregate program of $1,500,000.00. A letter is supplied for the Performance and Labor and Materials Bond in the amount of $1,000,000.00 within an aggregate program of $1,500,000.00 and will be required to be in place after awarding of the contract. See Exhibit "C".

## 3. TERMS

### 3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of SIX HUNDRED SEVENTY-FIVE THOUSAND Dollars ($675,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more

than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.1.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.1.4 Contract Retentions. If this Contract is greater than Five Thousand dollars ($5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.1.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.1.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the City to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City, which provides that no portion of the securities shall be paid to Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under

this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.1.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.1.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.1.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

**3.2 Incorporation of Documents.** This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- General Liability and Auto Insurance (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “C”)
- Public Works Contractor Registration Certification (Exhibit “D”)
- Payment and Performance Bond Letter (Exhibit “E”)
- Instructions to Bidders, if any
- Contractor’s Bid

To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

**3.3 Contractor’s Basic Obligation; Scope of Work.**

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as

well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.3.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.3.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.3.4 Changes Ordered By City. City may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.3.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

**3.4 Substitutions/"Or Equal".** Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of

manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.”

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes, and articles. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process, or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process, or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process, or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process, or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

### 3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within 207 days, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of FIVE HUNDRED Dollars ($500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 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 occurring at the project site; (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 work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. 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 the City in its capacity as a municipal authority.

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

**3.7 Control and Payment of Subordinates; Contractual Relationship.** City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

**3.8 City's Basic Obligation.** City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory

performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

**3.9 Labor.**

3.9.1 Prevailing Wages. Contractor 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. Since the Work is 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.9.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.9.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.9.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to

defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.9.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.9.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

**3.10 Performance of Work; Jobsite Obligations.**

3.10.1 Water Quality Management and Compliance.

3.10.1.1 Water Quality Management and Compliance. Contractor 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 Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.10.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It

shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.10.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.10.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.10.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.10.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.10.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.10.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.10.2 Safety. Contractor shall execute and maintain their work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the

specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.10.3 Laws and Regulations. Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.10.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.10.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.10.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to

disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.10.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.10.8 Air Quality. Contractor 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 California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.10.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.10.10 Inspection of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters.

3.10.11 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

**3.11 Completion of Work.** When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or

items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

**3.12 Claims; Government Code Claim Compliance.**

3.12.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.12.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.12.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.12.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.12.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.12.4.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

3.12.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

3.12.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.12.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.12.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.12.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding

mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing unless the Parties agree to select a mediator at a later time.

3.12.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.12.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.12.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.12.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation unless a new unrelated Claim arises after mediation is completed.

3.12.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.12.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

3.12.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.12.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.12.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.12.10 Government Code Claim Procedures.

3.12.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.12.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

3.12.10.3 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 adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

3.12.10.4 **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

3.12.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

**3.13 Loss and Damage.** Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

**3.14 Indemnification.**

3.14.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and

harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.14.2 Additional Indemnity Obligations**.** Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

**3.15 Insurance.**

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor 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 Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and

Employer's Liability Insurance; and (4) *Builders'/All Risk:* Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City). Policies shall not contain exclusions contrary to this Contract.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk:* Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.2.3 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor

or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and volunteers.

3.15.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and volunteers.

3.15.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

3.15.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.15.11 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

**3.16 Bond Requirements.**

3.16.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer

will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

**3.17 Warranty.** Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

**3.18 Employee/Labor Certifications.**

3.18.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.18.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.18.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies 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 subcontractors and sub-subcontractors to comply with the same.

**3.19 Termination.** This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

**3.20 General Provisions.**

3.20.1 City's Representative. The City hereby designates the Parks & Recreation Director, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.20.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.20.3 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to

supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.20.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

ZUMA CONSTRUCTION GROUP INC.
ATTN: MR. MAHYAR RAJI, PROJECT MANAGER
3649 BIRDSONG AVE
THOUSAND OAKS, CA 91360

**CITY:**

CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060
ATTN: GREG BARNES, PARKS & RECREATION DIRECTOR

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.20.6 Time of Essence. Time is of the essence in the performance of this Contract.

3.20.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.20.9 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Ventura, State of California.

3.20.10 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 other costs of such action.

3.20.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.20.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.20.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.20.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.20.15 Certification of License.

3.20.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.20.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.20.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.20.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.20.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party unless such waiver is specifically specified in writing.

3.20.19 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT**
**BETWEEN THE CITY OF SANTA PAULA**
**AND ZUMA CONSTRUCTION GROUP, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**CITY OF SANTA PAULA**

APPROVED:

By: _____
Dan Singer, City Manager

ATTESTED:

By: _____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

**ZUMA CONSTRUCTION GROUP, INC.**

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

By: _____

Its: CEO, President

Printed Name: Mahyar Raji

By: _____

Its: Secretary

Printed Name: Mahyar Raji

CSLB LICENSE # 1071624 B,C51
Contractor's License Number and Classification

DIR # PW-LR-1000888324
DIR Registration Number

# EXHIBIT "A"

# SCOPE OF WORK

# "EXHIBIT A"
# SCOPE OF WORK

PARTIAL DEMOLITION, AND REMODEL OF EXISTING CITY OF SANTA PAULA POLICE STATION

CITY OF SANTA PAULA POLICE STATION REMODEL PROJECT
PROJECT LOCATION:
214 SOUTH 1OTH STREET, SANTA PAULA, CA 93060

The purpose of this scope of work is to obtain bids for the limited area of remodeling of the City of Santa Paula Police Station facility including addition of Lobby area and limited abatement. Below are the line items that need cost estimates:

**1. Demolition of existing items as follows:**

**1.01 Flooring:**

Remove concrete floor slab and sidewalk at entrance up to street sidewalk (361 sq. ft.).
Remove carpeting, base, and pad (if present) at Records, Detectives, Detective Office, Interview Room, Future Fire Exit Corridor, Future New Vestibule (1,306 sq. ft.).
Remove vinyl floor tile at Lobby, Reception, East/West & North/South Corridors incl. up to Locker Corridor, Break Room, and Toilet Room doors/thresholds (1,024 sq. ft.).

**1.02 Walls:**

Remove 8" thk. CMU wall for new raised planter configuration (4 lin. ft.).
Remove partition walls (1,033 sq. ft.).
Remove doors and frames (9 no.).

**1.03 Glazing:**

Remove storefront assembly and sliding door at Lobby (278 sq. ft.).
Remove storefront assembly at detective office (72 sq. ft.).
Remove single hung and fixed windows at Records (123 sq. ft.).
Remove glass divider at Reception area (55 sq. ft.).

**1.04 Cabinetry:**

Remove built-in desks, cabinets and display at Reception, Lobby, North/South, and East/West Corridor (43 lin. ft.).

**1.05 HVAC:** Remove HVAC supply/return register and in-wall duct located in North/South Corridor wall.

**1.06 Misc.:** Remove conc. filled bollards, mailbox, phone, irrigation valve, hose bib and boulder at Entrance.

**2. Removal of Existing Loose Furniture and Equipment:**

**2.01** Move, and store all office equipment including copiers, shredders, file cabinets, systems furniture, loose furniture, Televisions, and all other office items at all areas.

**2.02** Move, and store drop box for future re-use.

**2.03** Move, and store wall display shadow box for future re-use.

**3. Abatement as follows:**

**3.01** Flooring - removal of 12" x 12" vinyl tile, base and all mastic at Lobby, Reception, Interview Room, North/South Corridor and East/West Corridor (1,020 sq. ft.).

**3.02** Flooring – removal of black mastic under all carpeted areas: Records, Detectives, Detective Office, and Future Fire Exit Corridor (1,176 sq. ft.).

**3.03** Flooring – removal of brown cove mastic at all areas (650 lin. ft.).
**3.04** Ceiling – removal of spray applied acoustic ceiling texture at North/South Corridor, East/West Corridor, Lobby, Reception, Records, Detective, Detective Office, Future Fire Exit Corridor, and Interview Room (1,800 sq. ft.).

**4. Flooring:**

**4.01** Install clean sand layer and vapor moisture barrier prior to pouring of new concrete slab at new Lobby area (180 sq. ft.).
**4.02** Install concrete slab, connect to existing floor slab of Lobby with epoxied dowels (180 sq ft.).
**4.03** Install concrete bond beam at new Lobby storefront location (18 lin. ft.)
**4.04** Install exterior concrete slab, steps, ramps, and landings at new entrance. Steps to include 1" min. overhang and recessed flush continuous LED light strip. Anti-slip broom finish (337 sq. ft.).
**4.05** Install Vinyl Plank Flooring all remodeled areas with thresholds at ext. doors (2,402 sq. ft.).
**4.06** Install 6" ht. Vinyl Cove Base at all remodeled areas (650 lin. ft.).

**5. Walls:**

**5.01** Install exterior 12" width CMU parallel to street sidewalk with flush 2" thk. concrete cap and integral recessed flush continuous LED light strip all sides (55 lin. ft.)
**5.02** Install exterior 8" width CMU at new Reception/exterior raised planter with flush 2" thk. concrete cap and integral recessed flush continuous LED light strip three sides (68 sq. ft. with 31 lin. ft. cap).
**5.03** Install exterior 6" width CMU at new Communication Room and Records/previous window (97 sq. ft.).
**5.04** Install 2 x 6 stud partition wall with 5/8" thick gypsum board each side at new Lobby (368 sq. ft.).
**5.05** Install 2 x 4 stud partition walls and soffit with 5/8" thick gypsum board each side at Reception cabinetry wing walls, Consult Room, Communication Room, Detectives, Detective Office, and New Fire Exit Corridor end wall only (1,026 sq. ft.).

**6. Doors – refer to Exhibit #4 for all specifications**

**6.01** Install heavy duty exterior metal door and frame with 2'-10" min. clear width x 8'-0" height. Door to have self-closure hardware, integral secured keypad deadbolt lock, 4" width push plate, and 4" width pull plate. Door to be part of storefront assembly with single bulletproof glass lite (1 no.).
**6.02** Install heavy duty interior metal doors and frames with 2'-10" min. clear width x 8'-0" height. Each door to have self-closure hardware, integral secured keypad deadbolt lock, 12" width kick-plate each side, 4" width push plate, 4" width pull plate, and 6" width glazing view panel (2 no.).
**6.03** Install standard interior metal doors and frames with 2'-10" min. clear width x 8'-0" height. Each door to have self-closure hardware, integral deadbolt lock, 12" width kick-plate each side, 4" width push plate, and 4" width pull plate and 6" width glazing view panel (3 no.).
**6.04** Install single lite interior metal door and frame with 2'-10" min. clear width x 8'-0" height. Door to have self-closure hardware, integral deadbolt lock, 12" width kick-plate each side, 4" width push plate, and 4" width pull plate (1 no.).
**6.05** Install louver metal door and frame with 2'-10" min. clear width x 8'-0" height. Door to have self-closure hardware, integral deadbolt lock, 12" (1 no.).

**7. Windows – refer to Exhibit #4 for all specifications**

**7.01** Install bullet resistant exterior storefront assembly at new Lobby (229 sq. ft.).
Ballistic (Level 3) – curtain wall system, Arcadia T500BTX-OPG 3005 (or appr. equal).

**7.02** Install exterior 8"x 8" x 4" thk. solid glass blocks at new Records (27 sq. ft.).
**7.03** Install interior storefront assembly at new Detective Office (70 sq. ft.).
**7.04** Install bullet resistant panel at Reception desk, Ballistic (Level 3) with 2 no. speaker cutouts (33 sq. ft.).

**8. Finishes – refer to Exhibit #4 for all specifications**

**8.01** Prime and paint all remodeled walls with min. two coats eggshell finish (8,978 sq. ft.).
**8.02** Paint all remodeled area ceilings with min. two coats flat finish (2,402 sq. ft.).
**8.03** Prime and paint all doors, frames, and trim at remodeled areas with min. two coats enamel paint (885 sq. ft.).
**8.04** Stain all wood end caps at partition wall ends, clear matt min. two coats (45 lin. ft.).

**9. Cabinetry – custom built-in laminate commercial grade (Wilsonart or appr. equal). Color and pattern of laminate to be determined on site. Refer to Exhibit #4 for all specifications**

**9.01** Install laminate reception desk and upper cabinet at Reception (25 lin. ft.).
**9.02** Install laminate base cabinet with adj. shelves at Reception Vestibule (6 lin. ft).
**9.03** Install laminate full height storage cabinets with adjustable shelves and locks at North/South Corridor East side (11.25 lin. ft.).
**9.04** Install laminate base storage cabinets with adjustable shelves and locks at North/South Corridor West side (10 lin. ft.).
**9.05** Install laminate locker combination storage system at New Fire Exit Corridor (11.5 lin. ft.).
**9.06** Install laminate 1 ½" thk. cantilevered shelf at Lobby/Reception window (8.3 lin. ft.).
**9.07** Re-install existing Drop Box in niche wall at Lobby.

**10. Signage:**

**10.01** Install Room Id and exit signs N.I.C.
**10.02** Install Directional signs N.I.C.

**Note: Electrical, Mechanical, Security Systems and Loose Furniture N.I.C.**

**Additional Info:**

Project will be Prevailing Wage

Prior to contract commencement, contractor must provide a roster of staffing for the contractor, subcontractor and all vendors that will be on site. Background checks will be required for all contractors, subcontractors, and all vendors on the job site. SPPD to conduct the CLETS criminal background checks. SPPD to provide visitor tags to all contractors, subcontractors and vendors shall be worn at all times. In the event the contractor, contractor staff, subcontractors or vendor is determined ineligible for working at this site, alternative staffing will be required.

**Property Owner:**
City of Santa Paula

**Contact Info:**
**Project Manager**
Christina Grina
(805) 671-9811
Robert William Company, LLC
917 Railroad Ave
Santa Paula, Ca 93060

**Project Manager**
Bill Lindsay
(805) 625-1144
Robert William Company, LLC
917 Railroad Ave
Santa Paula, Ca 93060

# EXHIBIT "B"

# PLANS AND SPECIFICATIONS

III

## CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL VERIFY ON SITE ALL DIMENSIONS PRIOR TO STARTING WORK. THE DESIGNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
2. UNLESS OTHERWISE NOTED OR SHOWN, ALL PHASES OF WORK ARE TO CONFORM TO THE MINIMUM STANDARDS OF THE CALIFORNIA BUILDING CODE (LATEST GOVERNING EDITION). LOCAL BUILDING CODES AND THOSE ASTM SPECIFICATIONS UPON WHICH THE STANDARDS ARE BASED, WHERE CONFLICTS BETWEEN BUILDING CODES AND SPECIFICATIONS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
3. ALL ASTM DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATIONS.
4. ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
5. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
6. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE NOTED OR SHOWN, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK TO COMPLETION OF THE PROJECT, AS INDICATED IN THE CONTRACT DOCUMENTS, AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS AND PROCEDURES.
7. DETAILS, CONDITIONS NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED THE SAME AS SIMILAR CONDITIONS DETAILED AND/OR INDICATED ON THE PLANS.
8. NAILING, NAILING NOT SHOWN ON THE PLANS SHALL BE IN ACCORDANCE OF GOVERNING BUILDING CODES.
9. PROVIDE ALL TEMPORARY BRACING, SHORING AND GUYING TO AVOID EXCESSIVE STRESSES ON STRUCTURAL ELEMENTS, AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING ERECTION.
10. CONTRACTOR SHALL INVESTIGATE SITE DURING CLEARANCE AND EARTHWORK OPERATIONS OR FILLED EXCAVATIONS OR BURIED STRUCTURES, SUCH AS CESSPOOLS, CISTERNS, FOUNTAINS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
11. DO NOT CUT OR TRIM ANY TREES ON THE PROPERTY UNLESS OTHERWISE NOTED OR DIRECTED BY DESIGNER AND OWNER. AVOID FILLING OR CUTTING AROUND EXISTING TREES TO REMAIN. PROTECT THESE TREES WITH BARRIERS DURING CONSTRUCTION.
12. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL.
13. CONTRACTOR SHALL PROTECT THE ADJOINING PROPERTY DURING EXCAVATION. PROTECTION SHALL BE SUCH THAT ANY EARTH OF THE ADJOINING PROPERTY WILL NOT CAVE-IN OR SETTLE.
14. THE CONTRACTOR SHALL NOTIFY THE "OWNER" OF ANY CONDITION REQUIRING MODIFICATION OR CHANGE, BEFORE PROCEEDING WITH WORK.
15. ALL CONSTRUCTION TO PROVIDE A WATERPROOFED AND WEATHER TIGHT CONTRACTOR SHALL SEAL AS NECESSARY TO ACHIEVE THIS REQUIREMENT USING APPROVED METHODS AND MATERIALS AND FOLLOWING ALL PRODUCT MANUFACTURERS INSTRUCTIONS.
16. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF CALIFORNIA.
17. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCEMENT OF WORK.
18. SHEET METAL & FLASHING: PROVIDE AND INSTALL SHEET METAL AND OR COPPER FLASHING AS DETAILED AND REQUIRED TO INSURE WATERTIGHT ASSEMBLY. ALL PIECES SHALL BE FABRICATED IN MAXIMUM PRACTICAL LENGTHS, FREE OF WARPS, BUCKLES AND DENTS AND OTHER DEFECTS.
19. ALL HOSES USED FOR ANY CONSTRUCTION ACTIVITIES SHALL BE EQUIPPED WITH A SHUT OFF NOZZLE. WHEN AN AUTOMATIC SHUT OFF CAN NOT BE PURCHASED OR OTHERWISE OBTAINED FOR THE SIZE & TYPE OF HOSE IN USE, THE NOZZLE SHALL BE AN AUTOMATIC SHUT OFF NOZZLE. ORD 3522 6(K).
20. FIRE BLOCK STUD WALLS (@ 10' INTERVALS/HORIZ. & VERT). ENCLOSED AND CONCEALED SPACES, AND AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS, ATTIC AND CHIMNEY CHASE, STAIR STRINGERS, AND SIMILAR PLACES AT CEILING AND FLOOR LEVELS CRC R302.11
21. AFTER COMMENCEMENT OF WORK, ANY FAULTS IN CONSTRUCTION DUE IN PART TO ERRORS IN THE CONSTRUCTION DOCUMENTS, SHALL BE CORRECTED BY CONTRACTOR OR SUBCONTRACTOR.
22. ALL GLAZING, AND VENTS CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD AREA/FIRE HAZARD SEVERITY ZONE REQUIREMENTS. VCRC CHAPTER 7A, VCFC ORD 30.
23. PROVIDE EMERGENCY EXIT DOOR. MIN. 32" CLEAR INTERIOR FRAME TO INTERIOR FRAME.
24. AFTER COMMENCEMENT OF WORK, ANY DELAYS, PROBLEMS OR FAULTS IN CONSTRUCTION DUE IN FULL OR PART TO ERRORS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS. THE LIABILITY FOR ERRORS AND OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL NOT EXCEED ANY FEES PAID TO THE THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS.

## FIRE DEPARTMENT NOTES

1. ALL CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD REQUIREMENTS PER VCBC SEC. CBC CHAPTER 7A FDP 22
2. ADDRESS:
   (a) THE ADDRESS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR FRONTAGE ROAD.
   (b) THE ADDRESS NUMBERS SHALL BE OF MINIMUM FOUR INCHES (4") IN HEIGHT.
   (c) THE ADDRESS NUMBERS SHALL BE CONTRASTING COLORS TO THEIR BACKGROUND.
   BRASS OR GOLD NUMBERS SHALL NOT BE POSTED. (ADDRESS NUMBERS ON CURB ARE NOT ACCEPTABLE)
   (d) PERMANENT ADDRESS NUMBERS SHALL BE PROVIDED ON THE MAILBOX OR ON A PERMANENT SIGN OR POST ADJACENT TO THE DRIVEWAY ENTRANCE OF A FLAG LOT.
3. NO PERSON MAY TAP INTO ANY FIRE HYDRANT FOR ANY PURPOSE OTHER THAN FIRE SUPPRESSION OR EMERGENCY AID WITH OUT FIRST OBTAINING WRITTEN APPROVAL FROM THE WATER PURVEYOR SUPPLYING WATER TO THE HYDRANT & FROM THE CITY/COUNTY HEALTH DEPARTMENT. ORD 3522 SECTION 6(L).

## SHEET INDEX

| # | SHEET | DESCRIPTION | SCALE |
|---|---|---|---|
| | | ARCHITECTURAL | |
| 1 | A 0.0 | TITLE SHEET, MAPS, PROJECT DATA & GENERAL NOTES | AS NOTED |
| 2 | A 1.0 | EXISTING OVERALL SITE | 1"=20' |
| 3 | A 1.1 | EXISTING SITE DEMOLITION PLAN | 1/8"=1'-0" |
| 4 | A 1.2 | PROPOSED SITE PLAN | 1/8"=1'-0" |
| 5 | A 1.3 | EXISTING FLOOR PLAN | 1/4"=1'-0" |
| 6 | A 1.4 | DEMOLITION PLAN | 1/4"=1'-0" |
| 7 | A 1.5 | PROPOSED FLOOR PLAN | 1/4"=1'-0" |
| 8 | A 1.6 | PROPOSED FLOORING PLAN | 1/4"=1'-0" |
| 9 | A 2.0 | EXISTING & PROPOSED ELEVATIONS | AS NOTED |
| 10 | A 3.0 | PROPOSED CROSS & LONGITUDINAL SECTIONS | 1/4"=1'-0" |
| 11 | A 4.0 | PROPOSED LOBBY & INTERIOR ELEVATIONS | 1/2"=1'-0" |
| 12 | A 5.0 | PROPOSED FURNITURE LAYOUT PLAN | 1/4"=1'-0" |
| 13 | A 6.0 | SCHEDULES | NA |
| 14 | A 7.0 | ELECTRICAL PLAN & NOTES | AS NOTED |
| | | STRUCTURAL | |
| 15 | S1-1 | STRUCTURAL NOTES SHEET 1 of 2 | NA |
| 16 | S1-2 | STRUCTURAL NOTES SHEET 2 of 2 | NA |
| 17 | S-1 | FOUNDATION PLAN | 1/4"=1'-0" |
| 18 | SD-1 | STRUCTURAL DETAILS | AS NOTED |

### CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA CRC R301.2

| SEISMIC DESIGN CRITERIA | BASIC WIND SPEED (mph) | GROUND SNOW LOAD (psf) ELEVATION ft | CLIMATE ZONE | FLOOD ZONE DESIGNATION | DESIGN FLOOD ELEVATION |
|---|---|---|---|---|---|
| E | 110 mph | NA | 0 | X | NA |

## CODE COMPLIANCE

THIS PROJECT SHALL COMPLY WITH TITLE 24 AND 2019 CALIFORNIA RESIDENTIAL CODE (CRC), CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA PLUMBING CODE (CPC), CALIFORNIA ELECTRICAL CODE (CEC), CALIFORNIA ENERGY CODE (CENC) (R101.1 CRC), CALGREEN CODE, AND ALL LOCAL CODES AND ORDINANCES.

## PROJECT DATA

| | |
|---|---|
| PROPERTY OWNER: | CITY OF SANTA PAULA<br>POLICE DEPARTMENT |
| OWNER ADDRESS: | 214 SOUTH 10TH STREET<br>SANTA PAULA, CA 93060 |
| PROJECT ADDRESS: | 214 SOUTH 10TH STREET<br>SANTA PAULA, CA 93060 |
| APN: | 108-0-242-195 |
| LOT SIZE: | .47 ACRES (20,473.2 SQ. FT.) |
| ZONING: | IN (INSTITUTIONAL/CIVIC)<br>ADJACENT NEIGHBOR: C-G (GEN. COM.) |
| FLOOD ZONE: | X |
| GOVERNING AGENCY SETBACKS: | 10' FRONT YARD/STREET<br>5' SIDE YARDS<br>5' REAR YARD<br>45' HEIGHT |
| BUILDING HEIGHT: | 24' (MAX. ALLOWABLE 45') |
| NUMBER OF STORIES: | 1 NO. (MAX. ALLOWABLE 5 NO.) |
| BUILDING SQUARE FOOTAGE:<br>EXISTING POLICE STATION SQ. FTG.:<br>PROPOSED POLICE STATION SQ. FTG.:<br>(N) ADDITIONAL AREA:<br>TOTAL CONDITIONED SPACE: | <br>6,424.8 SQ. FT<br>6,573.4 SQ. FT<br>148.6 SQ. FT<br>6,573.4 SQ. FT |
| UNCONDITIONED SPACE:<br>SALLY PORT<br>COVERED ENTRY AREAS<br>TOTAL UNCONDITIONED SPACE: | <br>350.2 SQ. FT<br>870.8 SQ. FT<br>1,220 SQ. FT |
| LOT COVERAGE/FAR: | +/- 38% (MAX. ALLOWABLE 80%) |
| DESCRIPTION OF USE: | POLICE STATION |
| BUILDING OCCUPANCY: | B |
| ZONING OCCUPANCY: | GROUP B |
| TYPE OF CONTRUCTION: | III |
| HIGH FIRE SEVERITY ZONE: | URBANIZED/DEVELOPED AREAS<br>OUTSIDE OF HAZARD ZONES |
| SPRINKLERS: | NO |

LEGAL DESCRIPTION:
CITY OF SANTA PAULA, VENTURA COUNTY ASSESSOR'S MAP, PARCEL 19, PORTION YALE STREET SUBDIVISION, R.S. BK. 5, PG. 16 SAWYERS TRACT, L.S. BK. 4, PG. 8, PORTION WHITTED TRACT, R.S. BK. 4, PG. 7 & BK. 5, PG. 15 PORTION MARTIN TRACT, R.S. BK. 4, PG. 7 & BK. 5, PG. 15 V.C.O.M. VOL. 1, PG. 55, 56 (OWEN'S TRACT) RANCHO SANTA PAULA Y SATICOY, M.R. BK. A, PG. 290.

## SCOPE OF WORK

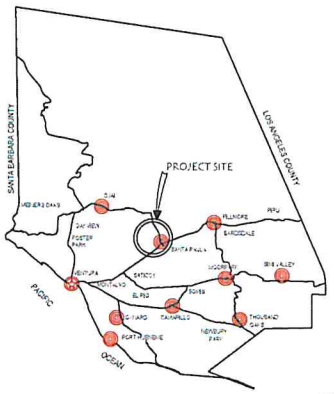
RENOVATION OF A PORTION OF THE EXISTING POLICE STATION INCLUDING LIMITED DEMOLITION OF EXISTING WALLS, RE-BUILD OF PARTITION WALLS AND REVISED MAIN ENTRANCE LOBBY AREA. LOBBY TO BE ENLARGED AND RECONFIGURED TO ACHIEVE INCREASED SECURITY. ALL NEW AREAS TO BE ADA COMPLIANT.

## CONSULTANTS


DESIGN
Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
(805) 625-1144
wmglindsay@gmail.com

STRUCTURAL ENGINEER
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Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
randy@rwc-llc.com

STRUCTURAL ENGINEER
Colby Leslie
Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
colby@rwc-llc.com

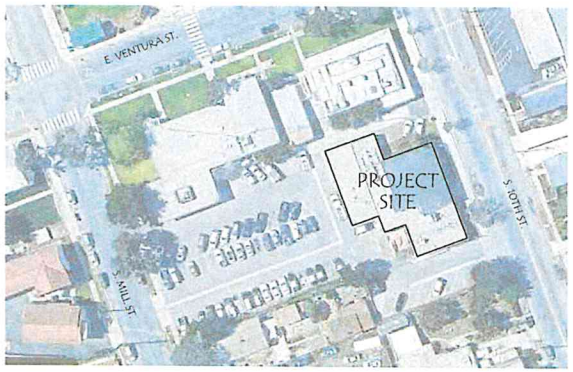

VENTURA COUNTY MAP

NORTH
SCALE: NTS




VICINITY MAP

NORTH
SCALE: NTS




AERIAL MAP

NORTH
SCALE: NTS

TITLE SHEET


ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE (805) 525-6402 FAX (805) 933-8540


CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revision | Date |
|---|---|---|
| | | |
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| | | |

Scale: NTS
Drawn by: CMG
Date: 11/03/2022
Job #: 10504.014
Sheet: A0.0

# EXISTING OVERALL SITE PLAN

## EXISTING SITE PLAN




LEGEND:

- EXISTING CITY BUILDINGS
- EXISTING POLICE STATION & BLDG'S
- EXISTING PLANTERS
- EXISTING CONCRETE PAVING
- EXISTING ROOF OVERHANG
- PROPERTY LINE
- EXISTING TREES

| # | Revision | Date |
|---|---|---|

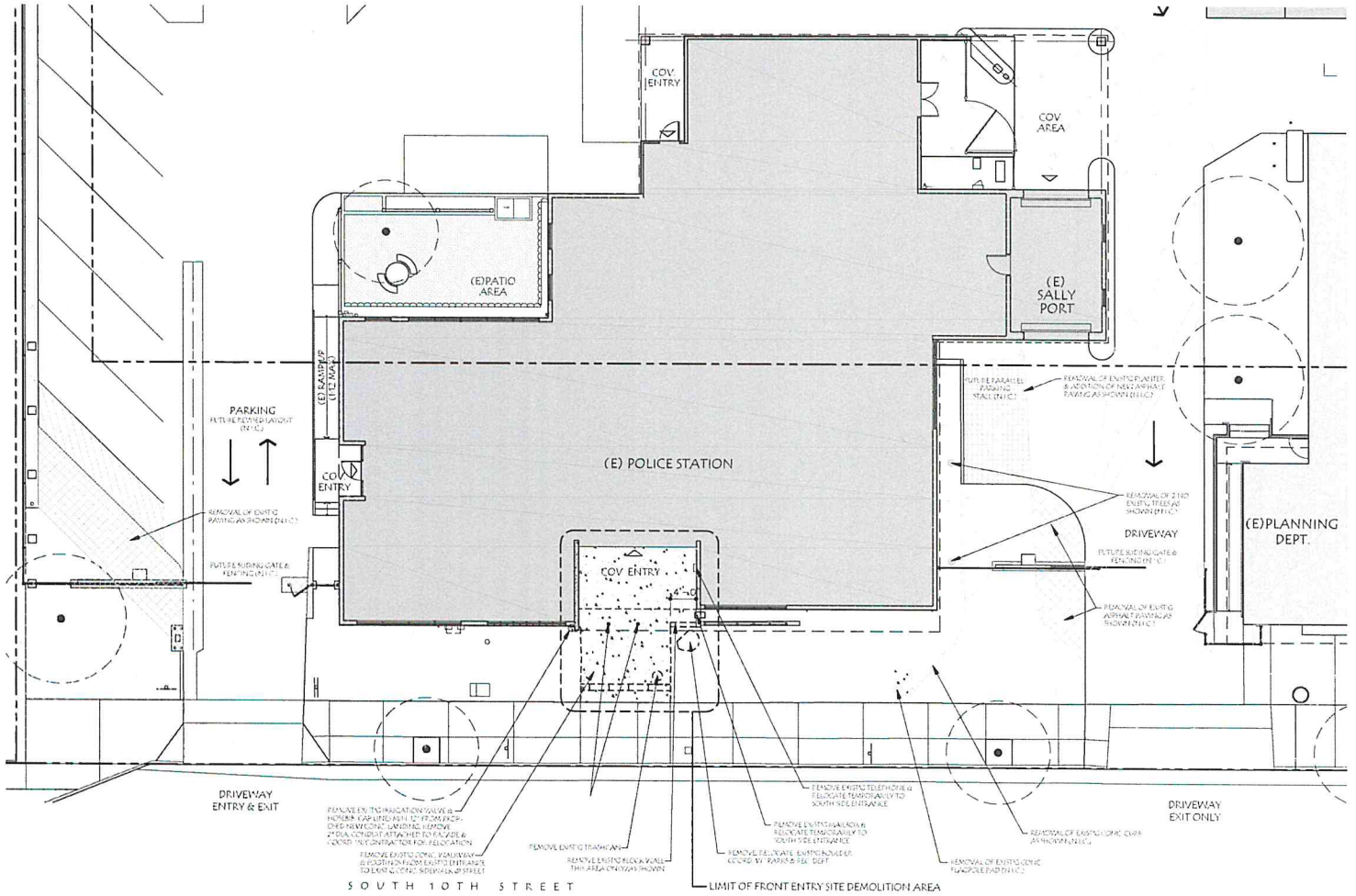
**CLIENT:**
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

**PROJECT:**
SANTA PAULA
POLICE STATION
RENOVATION

**CONSULTANT:**

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA. 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

Scale: 1"=20'
Drawn By: CMG
Date: 11/03/2022
Job # 10024.014
Sheet: A1.0




EXISTING SITE DEMOLITION PLAN

NORTH

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

LEGEND:

- EXISTING CONC. WALKS/RAMPS/STEPS
- EXISTING CITY BUILDINGS
- EXISTING POLICE STATION & BLDG'S
- PLANTERS
- EXISTING CONC. TO BE DEMOLISHED
- EXISTING ASPHALT TO BE DEMOLISHED
- EXISTING PLANTER TO BE DEMOLISHED
- EXISTING WALLS TO BE DEMOLISHED
- EXISTING ROOF OVERHANG
- PROPERTY LINE
- EXISTING TREES
- EXISTING TREES TO BE REMOVED
- PROPOSED NEW TREES
- PUBLIC ENTRY
- STAFF ENTRY

## DEMOLITION NOTES:

DEMOLITION AREA TO INCLUDE EXISTING BUILDING AS SHOWN ON THESE CONSTRUCTION DOCUMENTS) AND FRONT ENTRY ONLY TO EXISTING SIDEWALK. ALL OTHER DEMOLITION INCLUDING ALL SITE WORK, DRIVEWAYS, PARKING LOTS, PARKING STALLS, FENCING ETC. TO BE BY SEPARATE CONTRACT.

EXISTING SITE DEMOLITION PLAN

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
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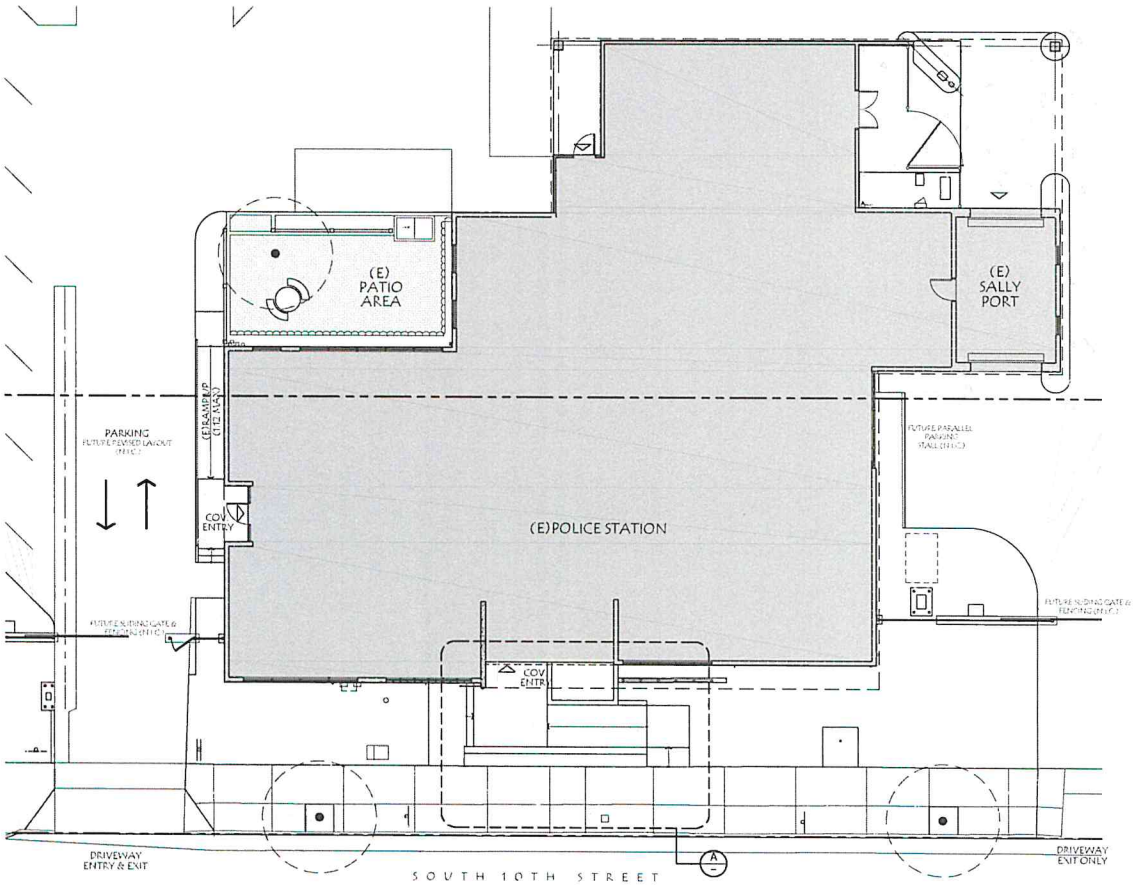
CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revision | Date |
|---|---|---|
| | | |

Scale: 1/8"=1'-0"
Drawn by: CMG
Date: 11/03/2022
Job #: 10504.014
Sheet: A1.1




## PROPOSED SITE PLAN

NORTH

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

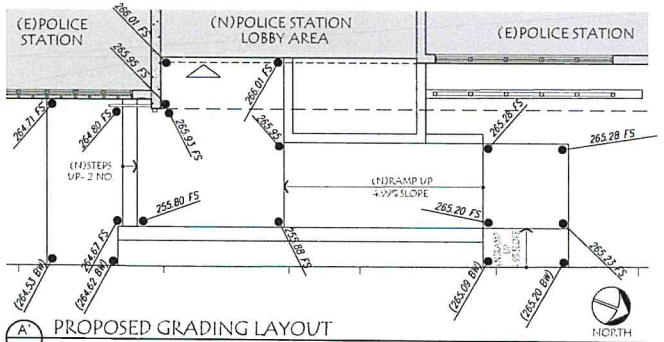
SCALE: 1/8" = 1'-0"

## NOTES:

ALL DRIVEWAYS, CURBS, PARKING LOTS, PARKING STALLS, FENCING ETC. TO BE BY SEPARATE CONTRACT.

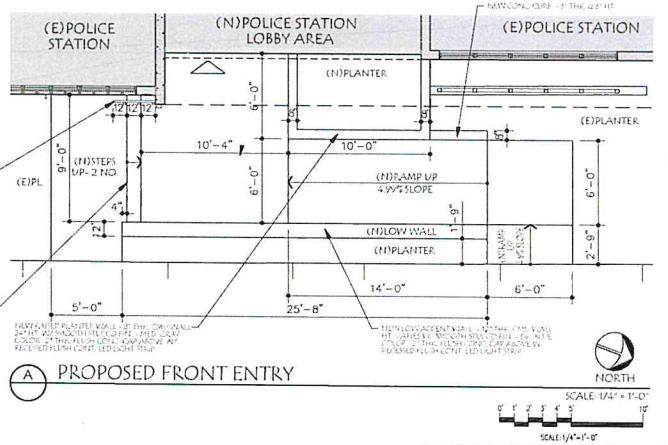
LEGEND:

- EXISTING CONC. WALKS/RAMPS/STEPS
- NEW CONC. WALKS/RAMPS/STEPS
- EXISTING CITY BUILDINGS
- EXISTING POLICE STATION & BLDG'S
- EXISTING PLANTERS
- NEW PLANTER AREAS
- EXISTING ROOF OVERHANG
- PROPERTY LINE
- EXISTING TREES
- PROPOSED NEW TREES
- PUBLIC ENTRY
- STAFF ENTRY




A' PROPOSED GRADING LAYOUT

SCALE: 1/4" = 1'-0"




A PROPOSED FRONT ENTRY

SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

PROPOSED SITE PLAN

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA. 93061
PHONE (805) 525-6400 FAX (805) 933-8240

CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revision | Date |
|---|---|---|
| | | |

Scale: AS NOTED
Drawn by: CMG
Date: 11/03/2022
Job #: 10504.014
Sheet: A1.2

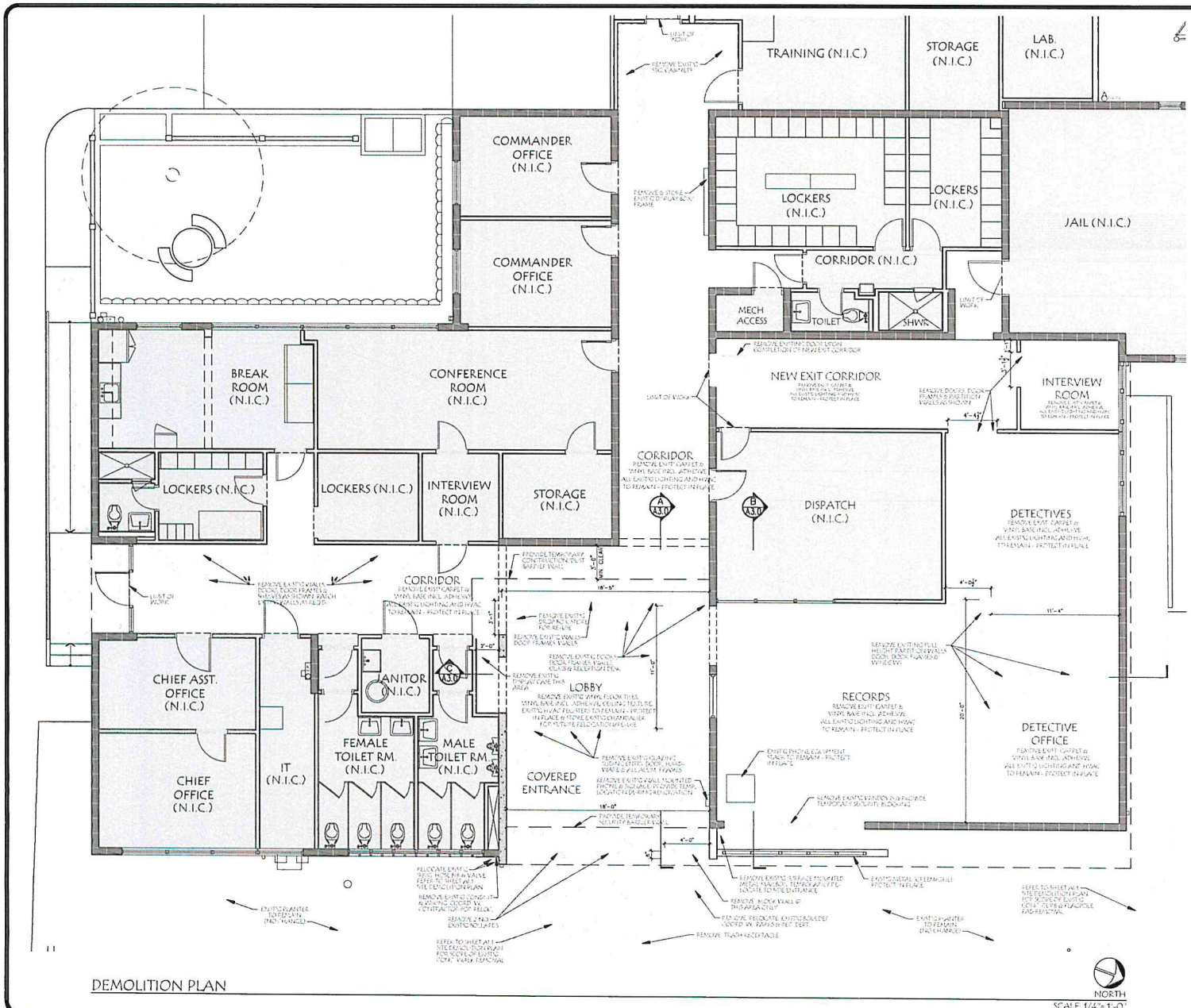
EXISTING PARTIAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH

# EXISTING FLOOR PLAN

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Sheet: A1.3 | Job #: 10004.014 | Date: 11/03/2022 | Drawn By: CMG | Scale: 1/4" = 1'-0" | # | Revision | Date | CLIENT: CITY OF SANTA PAULA 214 SOUTH 10TH STREET SANTA PAULA, CA 93060 | PROJECT: SANTA PAULA POLICE STATION RENOVATION | CONSULTANT: | ROBERT WILLIAM COMPANY PLANNING & LAND USE SERVICES GENERAL ENGINEERING & BUILDING CONTRACTORS P.O. BOX 1025, SANTA PAULA CA, 93061 PHONE: (805) 525-6400 FAX: (805) 933-8040 |




DEMOLITION PLAN

DEMOLITION PLAN

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA, CA. 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revision | Date |
|---|---|---|
| | | |

Scale: 1/4"=1'-0"
Drawn by: CMG
Date: 11/03/2022
Job #: 10504.014
Sheet: A1.4

PROPOSED FLOOR PLAN

| | | | | | | |
|---|---|---|---|---|---|---|
| CLIENT: CITY OF SANTA PAULA, 214 SOUTH 10TH STREET, SANTA PAULA, CA 93060 | PROJECT: SANTA PAULA POLICE STATION RENOVATION | CONSULTANT: | ROBERT WILLIAM COMPANY, PLANNING & LAND USE SERVICES, GENERAL ENGINEERING & BUILDING CONTRACTORS, P.O. BOX 1025, SANTA PAULA, CA. 93061, PHONE (805) 525-6400 FAX (805) 933-8040 | RWC | | |

| # | Revision | Date |
|---|---|---|
| | | |

Scale: 1/4"=1'-0"
Drawn by: CMG
Date: 11/03/2022
Job: 10504.014
Sheet: A1.5

PROPOSED FLOORING PLAN

SCALE 1/4"=1'-0"

NORTH

LEGEND:

- EXISTING IN-SITU CONC. WALL
- EXISTING CONC. BLK. WALL
- EXISTING DECO. CONC. BLK. WALL
- NEW CONC. BLK. WALL
- EXISTING 2 x STUD WALL
- PROPOSED NEW STUD WALL
- EXISTING BEAM/CABINETS ABOVE
- EXISTING ROOF OVERHANG
- AREA TO BE RENOVATED
- EXISTING AREA TO REMAIN (N.I.C.)
- PUBLIC ENTRY
- STAFF ENTRY
- VINYL FLOORING

## FLOORING NOTES:

1. ALL EXIST'G FLOORS TO BE CLEANED, PREPPED, & LEVELED W/ ALL HOLES TO BE FILLED. ALL WALLS TO BE CLEANED AND TOUCH-UP PAINTED FOR INSTALLATION OF BASE MATERIAL.
2. VWF TO BE INSTALLED/GLUED PER MANUF. SPECS
3. NEW 6" VINYL COVE BASE TO BE INSTALLED @ ALL RENOVATED ROOMS. BASE TO BE GLUED TO WALLS
4. VINYL PLANK FLOORING TO BE SIMILAR TO EXISTING IN ADJACENT ROOMS. MANUFACTURER APPROVED EQUAL

PROPOSED FLOORING PLAN

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sheet: A1.6 | Job #: 10024.014 | Date: 11/03/2022 | Drawn by: GMG | Scale: 1/4"=1'-0" | # | Revision | Date |

**CLIENT:**
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

**PROJECT:**
SANTA PAULA
POLICE STATION
RENOVATION

**CONSULTANT:**

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. Box 1025, Santa Paula CA, 93061
PHONE (805) 525-6400 FAX (805) 933-8040

ELEVATIONS

| | |
|---|---|
| Sheet | A2.0 |
| Job # | 10024.014 |
| Date | 11/03/2022 |
| Drawn By | GMG |
| Scale | AS NOTED |

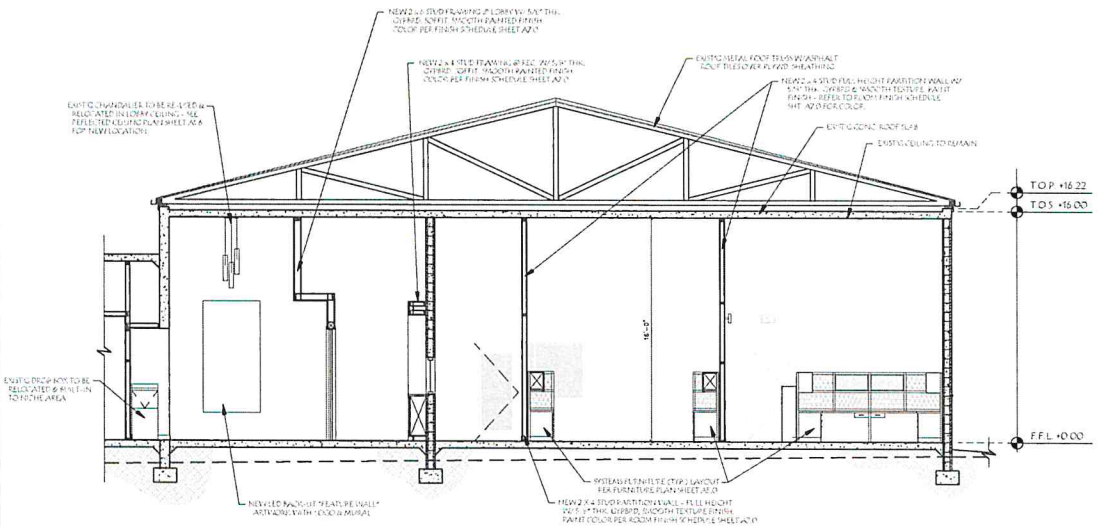
| # | Revision | Date |
|---|---|---|
| | | |

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

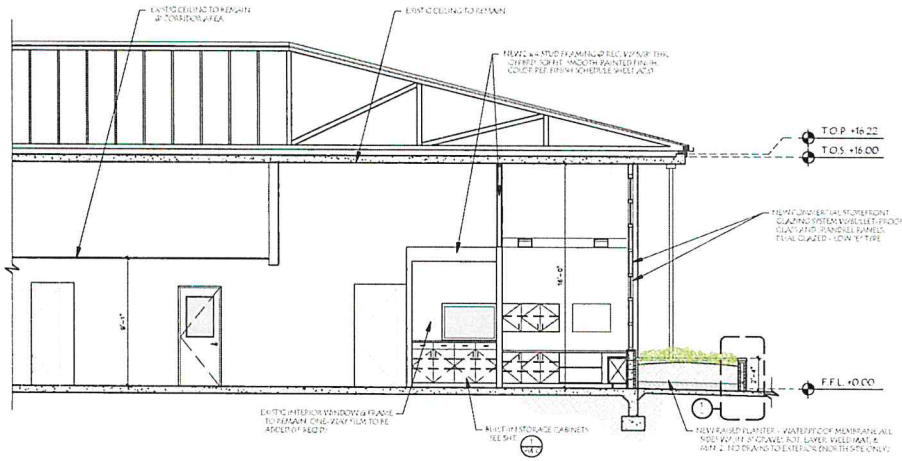
CONSULTANT:

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE (805) 525-6400 FAX (805) 933-8040



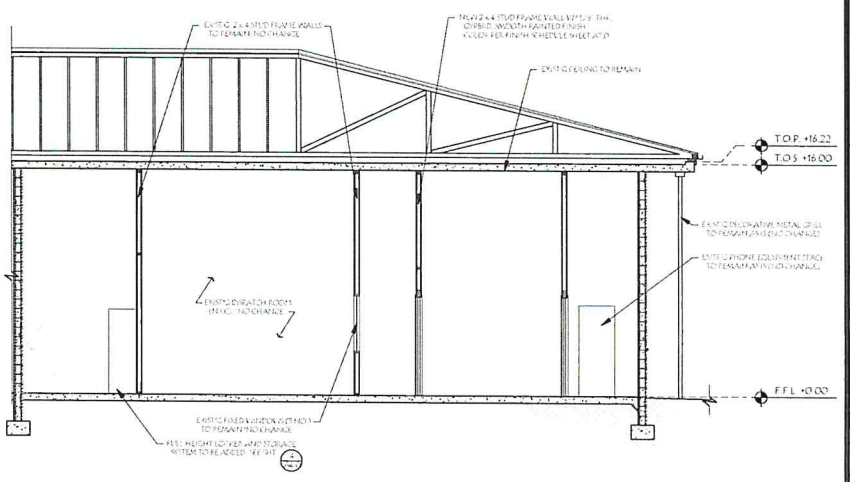

A CROSS SECTION A

SCALE: 1/4" = 1'-0"



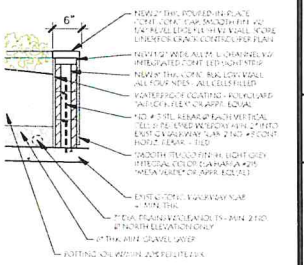

B LONGITUDINAL SECTION B

SCALE: 1/4" = 1'-0"




B LONGITUDINAL SECTION C

SCALE: 1/4" = 1'-0"



RAISED PLANTER DETAIL — SCALE: 3/4" = 1'-0" — 1

SECTIONS

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA, CA. 93061
PHONE (805) 525-6400 FAX (805) 933-8240

CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revision | Date |
|---|---|---|
| | | |

Scale: AS NOTED
Drawn by: CMG
Date: 10/06/2022
Job #: 10504.014
Sheet: A3.0

INTERIOR ELEVATIONS

| | | | | | |
|---|---|---|---|---|---|
| Sheet: A4.0 | Job #: 10624.014 | Date: 11/03/2022 | Drawn By: CMG | Scale: AS NOTED | # Revisions Date |

**CLIENT:**
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

**PROJECT:**
SANTA PAULA
POLICE STATION
RENOVATION

**CONSULTANT:**

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

PROPOSED FURNITURE LAYOUT PLAN

SCALE 1/4" = 1'-0"

3 CORRIDOR ELEVATIONS

SCALE 1/2" = 1'-0"

4 NEW EXIT CORRIDOR ELEVATION

SCALE 1/2" = 1'-0"

LEGEND:

- EXISTING NON-STRUCTURAL CONC. WALL
- EXISTING CONC. BLK. WALL
- EXISTING DECO. CONC. BLK. WALL
- NEW CONC. BLK. WALL
- EXISTING 2 x STUD WALL
- PROPOSED NEW STUD WALL
- EXISTING BEAM/CABINETS ABOVE
- EXISTING ROOF OVERHANG
- EXISTING AREA TO REMAIN (N.I.C.)
- AREA TO BE RENOVATED
- PUBLIC ENTRY
- STAFF ENTRY

PAINT LEGEND:

- PT-1 WHITE (ALL WALL)
- PT-2 LT. GREY
- PT-3 MED. GREY
- PT-4 DK. GREY
- PT-5 BLUE
- ST-1 MED. DK. STAIN

PAINT NOTES:

1. ALL GYP. BRD. WALLS TO BE PREPPED AS NEEDED & HAVE IMPERFECTIONS TO BE PATCHED, FILLED, SANDED & MADE SMOOTH. WALLS TO BE CLEANED AND FREE OF DEBRIS/DUST.
2. ALL WALLS TO BE PRIMED & SHEEN W/ 2 COATS MIN.
3. ALL WALLS TO BE PAINTED W/ 2 COATS MIN.
4. ALL BASE TO BE PREPPED, ALL HOLES FILLED AND SANDED & PAINTED W/ 2 COATS MIN.
5. CONTRACTOR TO PROVIDE TEST SAMPLES ON SITE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO COMMENCING WORK.

FURNITURE NOTES:

1. SYSTEMS FURNITURE IN BOTH RECORDS & DETECTIVES AREAS TO BE RELOCATED AND REINSTALLED. SYSTEMS TO INCLUDE ALL LOCKABLE OVERHEAD STORAGE CABINETS, ELECTRICAL OUTLETS (TO OUTLET LIGHTING, PRIVACY PANELS, LOCKABLE BASE CABINETS OF APPL. EQUAL.
2. REFER TO INTERIOR ELEVATIONS SHT. A4.0 FOR BUILT-IN SPECIFICATIONS

WITH FLASH FLOORING TO BE SHAW "FORVERA" LUXURY VINYL

PROPOSED FURNITURE LAYOUT PLAN

| | | | | | | |
|---|---|---|---|---|---|---|
| CLIENT: CITY OF SANTA PAULA, 214 SOUTH 10TH STREET, SANTA PAULA, CA 93060 | PROJECT: SANTA PAULA POLICE STATION RENOVATION | CONSULTANT: | ROBERT WILLIAM COMPANY, PLANNING & LAND USE SERVICES, GENERAL ENGINEERING & BUILDING CONTRACTORS, P.O. BOX 1025, SANTA PAULA CA. 93061, PHONE (805) 525-6400 FAX (805) 933-8040 | RWC | | |

| # | Revision | Date |
|---|---|---|
| | | |

Scale: 1/4"=1'-0"
Drawn by: CMG
Date: 11/03/2022
Job # 10504.014
Sheet: A5.0

# WINDOW SCHEDULE

| # | WINDOW SIZE WIDTH | HEIGHT | ROUGH OPENING WIDTH | HEIGHT | TYPE | STYLE | QTY. | MATERIAL | HDR | JAMB | SILL | U FACTOR | SHGC | SHGC SOURCE | TEMP | BUG SCREEN | TEMP | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (W) | 18'-0" | 15'-0" | 18'-1" | 15'-4" | A | STOREFRONT | 1 | ALUM | Y | Y | .3 | NFRC | .23 | NFRC | Y | N | Y | BALLISTIC W/NOISE GEN. SPEAKER (SD1 OF) |
| (X) | 3'-0" | 4'-0" | 3'-2" | 4'-1" | B | FIXED STOREFRONT | 1 | ALUM | Y | Y | - | - | - | - | Y | N | Y | COMMERCIAL SYSTEM |
| (X) | 3'-0" | 4'-0" | 3'-2" | 4'-2" | C | STOREFRONT | 1 | ALUM | Y | Y | - | - | - | - | Y | N | Y | COMMERCIAL SYSTEM |

# WINDOW TYPES




# ROOM FINISH SCHEDULE

| # | LOCATION | FLOORING MATERIAL | FLOORING SIZE | FLOORING FINISH | BASE COLOR | BASE MATERIAL | BASE HEIGHT | BASE FINISH | WALLS NORTH | WALLS EAST | WALLS SOUTH | WALLS WEST | WALLS MTL | WALLS FINISH | CEILINGS COLOR | CEILINGS HEIGHT | CEILINGS MATERIAL | CEILINGS FINISH | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (100) | LOBBY | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | GYP BRD | GYP BRD | GYP BRD | GYP BRD | PAINT | FLAT | PT-1 & PT-5 | 10'-0" | EXISTG CONC* | PAINT | *EXISTG EDGING LIGHT (VERIFY IN FIELD) PT-REFER TO WALL FINISH LEGEND FOR LOCATIONS |
| (102) | CORRIDOR | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | CONC BLK | CONC BLK | CONC BLK | CONC BLK | PAINT | FLAT | PT-1 | 10'-0" | EXISTG DROPTD | PAINT | VERIFY IN FIELD |
| (103) | EXIT CORRIDOR | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | GYP BRD | GYP BRD | CONC BLK | CONC BLK | PAINT | FLAT | PT-1 | 10'-0" | EXISTG DROPTD | PAINT | - |
| (104) | EXISTG. VESTIBULE | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | GYP BRD | GYP BRD | CONC BLK | CONC BLK | PAINT | FLAT | PT-1 | 8'-0" | EXISTG DROPTD | PAINT | - |
| (105) | NEW VESTIBULE | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | GYP BRD | GYP BRD | CONC BLK | CONC BLK | PAINT | FLAT | WHITE | 10'-0" | EXISTG DROPTD | PAINT | - |
| (106) | INTERVIEW ROOM | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | GYP BRD | GYP BRD | CONC BLK | GYP BRD | PAINT | FLAT | WHITE | 9'-0" | EXISTG DROPTD | - | WHITE |
| (107) | DETECTIVES | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | CONC BLK | GYP BRD | CONC BLK | GYP BRD | PAINT | FLAT | WHITE | 13'-0" | EXISTG DROPTD | - | WHITE |
| (108) | DETECTIVE OFFICE | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | CONC BLK | GYP BRD | CONC BLK | GYP BRD | PAINT | FLAT | WHITE | 10'-0" | EXISTG DROPTD | - | WHITE |
| (109) | RECORDS | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | GYP BRD | CONC BLK | CONC BLK | GYP BRD | PAINT | FLAT | WHITE | 10'-0"/13'-0" | EXISTG DROPTD | PAINT | WHITE |
| (110) | COMMUNICATIONS RM | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | GYP BRD | CONC BLK | CONC BLK | GYP BRD | PAINT | FLAT | WHITE | 9'-0" | EXISTG DROPTD | PAINT | WHITE |
| (111) | CONSULTATION RM | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | GYP BRD | CONC BLK | CONC BLK | GYP BRD | PAINT | FLAT | WHITE | 9'-0" | EXISTG DROPTD | - | WHITE |
| (112) | RECEPTION | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | CONC BLK/ GYP BRD | CONC BLK | GYP BRD | GYP BRD | PAINT | FLAT | WHITE/PT-5 | 10'-0" | EXISTG DROPTD | PAINT | WHITE |
| (113) | REC. VESTIBULE | VIP-SHAW "FUSION" | 6" | TEXTURED | GREY | VINYL | 6" | - | CONC BLK/ GYP BRD | CONC BLK | GYP BRD | GYP BRD | PAINT | FLAT | BLUE | 10'-0" | EXISTG DROPTD | PAINT | WHITE |

# EQUIPMENT & ACCESSORIES SCHEDULE

| # | DESCRIPTION | QTY. | MANUFACTURER | SIZE | COLOR | SPEC # | REMARKS |
|---|---|---|---|---|---|---|---|
| AC-1 | TRASH CAN - LG | 2 | - | 32" H | GREY | XXX | |
| AC-2 | TRASH CAN - SM | 16 | - | 15" H | GREY | XXX | |
| AC-3 | WHITEBOARD - LG | 1 | - | | WHITE | XXX | |
| AC-4 | WHITEBOARD - SM | 16 | - | | WHITE | XXX | |
| AC-5 | WALL CLOCK | 5 | - | | GREY | XXX | |
| EQ-1 | FLAT SCREEN TV/MONITOR | 7 | | | | XXX | DETECTIVES SOUTH WALL BOTH @ + 60" HT |
| EQ-2 | INTERCOM | 7 | | | | XXX | |

# PAINT SCHEDULE

| # | MANUF. | TYPE | COLOR | COLOR NAME | SHEEN # | REMARKS |
|---|---|---|---|---|---|---|
| PT-1 | PITTSBURGH PAINT | EGGSHELL | WHITE | YELLOW SPRINGS | MEN7735-1 | |
| PT-2 | PITTSBURGH PAINT | EGGSHELL | LT. GREY | FOG | MEN7700-2 | |
| PT-3 | PITTSBURGH PAINT | EGGSHELL | MED. GREY | VICTORIAN PEWTER | MEN7655-5 | |
| PT-4 | PITTSBURGH PAINT | EGGSHELL | DK. GREY | GLACIO ORANGE | MEN7060-5 | |
| PT-5 | PITTSBURGH PAINT | EGGSHELL | BLUE | SINGING THE BLUES | MEN7625-6 | |
| PT-6 | PITTSBURGH PAINT | ENAMEL | WHITE | YELLOW SPRINGS | MEN7735-1 | |

# FURNITURE LEGEND

| # | DESCRIPTION | SIZE | QTY. | TYPE | MANUFACTURER | PRODUCT | MATERIAL | COLOR | COLOR NAME | FRAME MTL. | SPEC # | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| OH-01 | MANAGER CHAIR | 27"-28" L x 24"-25 1/2" W x 39 1/2"-43" H | 2 | HIGH BACK | STEELCASE | GESTURE | UPHOLSTERY LEATHER SEAT | DK BLUE - SOLID | BLUEBIRD-PROUD | ALUM | 4015 | 400LB WT LIMIT |
| OH-02 | STND. DESK CHAIR | 25 1/2" - 28" L x 20 1/2" - 24" W x 39 1/2" - 43" H | 12 | MED. HIGH BACK | STEELCASE | GESTURE | UPHOLSTERY | DK BLUE - SOLID | BLUEBIRD-PROUD | ALUM | 4015 | 400LB WT LIMIT |
| OH-03 | VISITOR CHAIR | 25 1/2" - 28" L x 20 1/2" - 24" W x 31" H | 6 | ARM LESS | STEELCASE | GESTURE | FABRIC BACK & SEAT W/MESH FRAME | DK BLUE | PLAT METALLIC | ALUM | 4030 | STACKABLE & 300LB WT LIMIT |
| OH-04 | EXEC. VISITOR CHAIR | 28" - 29" L x 24" - 25" W x 39" - 41" H | 2 | W/ARMS | STEELCASE | WEST FLY | MID CENT SHOW WD | OPEN GRAIN W/ SATIN FINISH | MIDNIGHT | WOOD | SW4193SH | |
| DE-01 | DESK - HI ADJ. | 36" x 66", 72", 78" | 1 | SIT TO STAND | STEELCASE | CURRENCY | CLOCK | LAM WORKSURFACE W/ ALUM EDGE | VARI GREY | STORM NODE | PLAT METALLIC | (DIVISION) 4790 |
| RET-01 | DESK RETURN/CREDENZA/ 1 NO. 3 DRAWER PEDESTAL | 24" x 72", 78" | 1 | - | STEELCASE | CURRENCY | LAMINATE CLOSET | VARI GREY | STORM NODE | WOF | (DIVISION) | LOCKABLE PEDESTAL FILE & DRS |
| HU-01 | HUTCH W/OVERHEAD STG | 72"-78" x 15" - 20" W x 80" H | 1 | - | STEELCASE | CURRENCY | LAMINATE TOP, LAMINATE CLOSET | VARI GREY | STORM NODE | WOF | (DIVISION) | |
| HU-02 | HUTCH W/ 4 SHELF | 72"-78" x 15" - 20" W x 80" H | 1 | - | STEELCASE | CURRENCY | LAMINATE TOP, LAMINATE TILE | VARI GREY | STORM NODE | WOF | (DIVISION) | |
| TBL-01 | ROUND | 36" dia. x 29" H | 1 | PEDESTAL BASE | STEELCASE | WORKMATES | LAMINATE | BLUE | FLAT METALLIC | ALUM | 6330 | STACKABLE & 300LB WT LIMIT |
| TBL-02 | RECTANGLE | 30" x 60" x 29" H | 1 | W/TH 4 LEGS | STEELCASE | ANSWER FREESTANDING | LAMINATE | VARI GREY | DK GREY | METAL | 7350 | |
| LT-01 | 4 DRAWER LATERAL FILE | 36" x 20" d x 52" H | 3 | INTERNAL MATERIALS | STEELCASE | ANSWER | LAMINATE | UNIVERSAL | CURRENCY | STORM NODE | METAL | (DIVISION) 4790 |
| SH-01 | OPEN SHELF UNIT | 36" x 12" d x 48" H | 3 | AQUAFABLE | STEELCASE | ANSWER | LAMINATE | UNIVERSAL | CURRENCY | STORM NODE | WOF | (DIVISION) 4790 |
| WS-01 | WORK STATION/DESK W/ 1 NO. 3 DRAWER PEDESTAL, 1 NO. SUSPENDED STG BIN | 60" x 60" / 60" H | 3 | INTERNAL PANELS | STEELCASE | ANSWER | METAL FRAME LAM WORKSURFACE FABRIC INT PANELS | DK GREY FRAME VARI GREY FABRIC INT PANELS | SYSTHESIZE TEXT | STORM NODE REG. ASPHALT ASH | METAL | (DIVISION) 4747/7350 |
| WS-01L | WORK STATION/DESK W/ 1 NO. SUSPENDED STG BIN | 60" x 60" / 60" H | 3 | INTERNAL PANELS | STEELCASE | ANSWER | METAL FRAME LAM WORKSURFACE FABRIC INT PANELS | DK GREY FRAME VARI GREY FABRIC INT PANELS | SYSTHESIZE TEXT | STORM NODE REG. ASPHALT ASH | METAL | (DIVISION) 4747/7350 |
| WS-02R | WORK STATION/HI ADJ. DESK W/ 1 NO. 3 DRAWER PEDESTAL, 1 NO. SUSPENDED STG BIN | 60" x 60" / 60" H | 3 | W/TERNAL PANELS W/ TUBE GLASS | STEELCASE | ANSWER | METAL FRAME LAM WORKSURFACE GLASS & FABRIC INT PANELS | DK GREY FRAME VARI GREY FABRIC INT PANELS | LT GREY GLASS | STORM NODE REG. ASPHALT ASH | METAL | (DIVISION) 4747/7350 |
| WS-02L | WORK STATION/DESK W/ 1 NO. 3 DRAWER PEDESTAL, 1 NO. SUSPENDED STG BIN | 60" x 60" / 60" H | 3 | INTERNAL PANELS W/ TUBE GLASS | STEELCASE | ANSWER | METAL FRAME LAM WORKSURFACE GLASS & FABRIC INT PANELS | DK GREY FRAME VARI GREY FABRIC INT PANELS | LT GREY GLASS | STORM NODE REG. ASPHALT ASH | METAL | (DIVISION) 4747/7350 |

# DOOR SCHEDULE

| # | DOOR SIZE WIDTH | HEIGHT | ROUGH OPENING WIDTH | HEIGHT | LOCATION | TYPE | STYLE | THKNS | MTL | FINISH | COLOR | HDR | JAMB | THR | HEIGHT | LOCK | ELEV. | HINGE DIR. | GLASS | TEMP | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (A) | 3'-0" | 8'-0" | 3'-1 1/2" | 8'-1" | LOBBY ENTRY | A | SWGE 1/2 LITE | 1 3/4" | MTL | PAINT | BLUE PT-5 | Y | Y | N | 90" | Y | Y | L | BULLET PROOF VIEW PANEL | Y | * KEY PAD/SECURITY LOCK |
| (B) | 3'-0" | 7'-0" | 3'-1 1/2" | 7'-1" | REC VESTIBULE | B | VIEW PANEL | 1 3/4" | MTL | PAINT | BLUE PT-5 | Y | Y | N | 90" | Y | Y | L | BULLET PROOF VIEW PANEL | Y | * KEY PAD/SECURITY LOCK |
| (C) | 3'-0" | 7'-0" | 3'-1 1/2" | 7'-1" | CONSULTATION RM | D | SINGLE LITE | 1 3/4" | MTL | PAINT | BLUE PT-5 | Y | Y | N | 90" | Y | Y | L | SANDBLASTED | Y | |
| (D) | 3'-0" | 7'-0" | 3'-1 1/2" | 7'-1" | COMMUNICATION RM | C | LOUVER | 1 3/4" | MTL | PAINT | WHITE | Y | Y | N | 90" | Y | N | L | - | - | |
| (E) | 3'-0" | 7'-0" | 3'-1 1/2" | 7'-1" | RECORDS | C | SWGE PANEL | 1 3/4" | MTL | PAINT | LT. GREY PT-2 | Y | Y | N | STND | N | N | L | - | - | |
| (E) | 3'-0" | 7'-0" | 3'-1 1/2" | 7'-1" | DETECTIVE OFFICE | C | SWGE PANEL | 1 3/4" | MTL | PAINT | DK. GREY PT-3 | Y | Y | N | STND | Y | N | L | - | - | |
| (E) | 3'-0" | 7'-0" | 3'-1 1/2" | 7'-1" | DETECTIVES | C | SWGE PANEL | 1 3/4" | MTL | PAINT | LT. GREY PT-2 | Y | Y | N | STND | N | N | L | - | - | |
| (E) | 3'-0" | 7'-0" | 3'-1 1/2" | 7'-1" | INTERVIEW RM | C | SWGE PANEL | 1 3/4" | MTL | PAINT | LT. GREY PT-2 | Y | Y | N | STND | N | N | L | - | - | |
| (E) | 3'-0" | 7'-0" | 3'-1 1/2" | 7'-1" | NEW EXIT CORRIDOR | B | VIEW PANEL | 1 3/4" | MTL | PAINT | LT. GREY PT-2 | Y | Y | N | 90" | Y | Y | L | BULLET PROOF VIEW PANEL | Y | * KEY PAD/SECURITY LOCK SOLID CORE-NOTE #1 |

# DOOR TYPES




NOTE
1. EXTERIOR DOORS TO HAVE CLOSER WITH HOLD OPEN FEATURE AND ELECTRIC STRIKE WITH MOMENTARY RELEASE CONTROLLED FROM RECEPTION

# SCHEDULES

**ROBERT WILLIAM COMPANY**
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE (805) 525-6400 FAX (805) 933-8040

CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revisions | Date |
|---|---|---|

Scale: NA
Drawn By: GMG
Date: 11/03/2022
Job #: 1006.014
Sheet: A6.0

## GENERAL ELECTRICAL NOTES:

THIS DRAWING IS PROVIDED FOR REFERENCE ONLY. ALL ELECTRICAL AND HVAC WORKS TO BE A SEPARATE CONTRACT

### ELECTRICAL NOTES:

1. ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH N.E.C. ART. 110.3.
2. ELECTRICAL OUTLETS SHALL BE INSTALLED IN ACCORDANCE WITH N.E.C. ART. 210.52.
3. LIGHTING FIXTURES CONTROLLED BY A WALL SWITCH SHALL BE INSTALLED IN ACCORDANCE WITH T.E.C. ART. 410.8
4. SMOKE DETECTORS SHALL BE PERMANENTLY WIRED TO A NON-SWITCHED A.C. CIRCUIT AND SHALL HAVE BATTERY BACKUP. DETECTORS SHALL BE AVAILABLE
5. ALL OUTLETS IN KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, BATHROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY AREAS OR SIMILAR ROOMS OR AREAS (CEC SECTION 210.12)
6. ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICIENCY LUMINAIRES IN ACCORDANCE WITH THE C.E.C. TABLE 150.C.A
7. WHERE MORE THAN ONE SMOKE ALARM IS REQUIRED THEY SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALARM WILL ACTIVATE ALL ALARMS IN THE BUILDING
8. COMBINATION SMOKE ALARMS AND CARBON MONOXIDE ALARMS SHALL BE LISTED AND APPROVED IN ACCORDANCE WITH UL 217 AND UL 2034, CRC 314.1
9. SMOKE ALARMS AND CARBON MONOXIDE ALARMS SHALL RECEIVE EITHER PRIMARY POWER FROM THE BUILDING WIRING AND SHALL BE EQUIPPED WITH A BATTERY BACK UP (CRC 314.4, 315.3)

### ELECTRICAL LEGEND/ LUMINAIRE SCHEDULE




## ELECTRICAL PLAN


ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
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PROJECT:
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CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revision | Date |
|---|---|---|

Scale: 1/4"=1'-0"
Drawn by: GMG
Date: 11/03/2022
Job #: 1056-014
Sheet: A7.0

## STRUCTURAL STEEL

## REINFORCING STEEL

## REINFORCED CONCRETE

## SOILS

## WOOD

## WOOD CONT.

## FIRE PROOFING

## GENERAL NOTES

## INDEX OF SHEETS


SN-1 STRUCTURAL NOTES
SN-2 STRUCTURAL NOTES
S-1 FOUNDATION PLAN
SD-1 STRUCTURAL DETAILS


CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CONSULTANT:


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PLANNING & LAND USE SERVICES
General Engineering & Building Contractors
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RWC

| # | Revision | Date |
|---|---|---|

Scale: NA
Drawn by: DDM
Date: 10/6/2022
Job #: 10504.014
Sheet: SN-1

## STRUCTURAL OBSERVATION PROGRAM:

## EARTHQUAKE DESIGN DATA

## WIND DESIGN DATA

## FASTENING SCHEDULE

## SPECIAL INSPECTION SUMMARY:

## ABBREVIATIONS:


ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
Specialist Engineering & Building Consultants
P.O. Box 1450 Paso Robles, CA 93447
Phone: (805) 239-0455 Fax: (805) 239-0540


CONSULTANT:

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SANTA PAULA
POLICE STATION
RENOVATION

CLIENT:
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214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revision | Date |
|---|---|---|
| | | |

Scale: NA
Drawn by: BDM
Date: 10/6/2022
Job #: 10504.014
Sheet: SN-2

# FOUNDATION PLAN

SCALE 1/4" = 1'-0"

NORTH




| FOUNDATION SCHEDULE | |
|---|---|
| FTG-1 | 1'-3" WIDE x 1'-0" CONT. CONC. FTG. w/ 2-#4 CONT. REINF. TAB |

PLAN LEGEND

PROPOSED CONTINUOUS CONCRETE FOOTING PER PLAN

ADDITIONAL NOTES:

1. SOIL COMPACTION REPORT SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT THE TIME OF FOUNDATION INSPECTION AND PRIOR TO PLACEMENT OF CONCRETE.
2. SOIL ENGINEER SHALL INSPECT FOUNDATION PRIOR TO PLACEMENT OF CONCRETE FOR THE FOUNDATION. INSPECTION REPORT SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT THE JOB SITE PRIOR TO PLACEMENT OF CONCRETE FOR THE FOUNDATION.

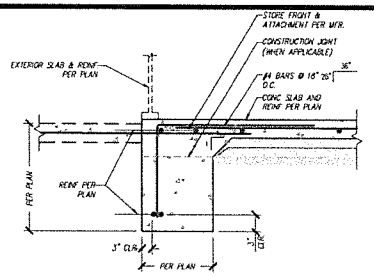
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|---|---|---|---|---|---|---|---|
| Sheet: S-1 | Job: 19504.014 | Date: 10/05/2022 | Drawn By: BDM | Scale: 1/4" = 1'-0" | # | Revisions | Date |
| | | | | | | | |

**CLIENT:**
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

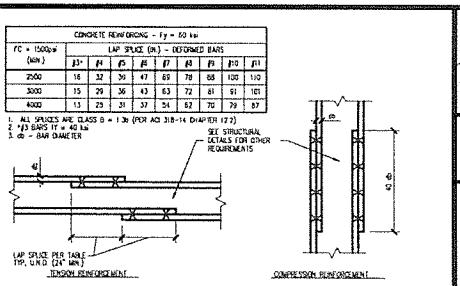
**PROJECT:**
SANTA PAULA
POLICE STATION
RENOVATION

**CONSULTANT:**

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PLANNING & LAND USE SERVICES
General Engineering & Building Contractors
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Phone: (805) 525 - 6400 Fax: (805) 933 - 9240




5



CONCRETE REINFORCING - Fy = 60 ksi

| f'c = 1500psi (MIN.) | LAP SPLICE (in.) - DEFORMED BARS | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | #3* | #4 | #5 | #6 | #7 | #8 | #9 | #10 | #11 |
| 2500 | 16 | 32 | 39 | 47 | 69 | 78 | 88 | 100 | 110 |
| 3000 | 15 | 29 | 36 | 43 | 63 | 72 | 81 | 91 | 101 |
| 4000 | 13 | 25 | 31 | 37 | 54 | 62 | 70 | 79 | 87 |

1. ALL SPLICES ARE CLASS B = 1.3ld (PER ACI 318-14 CHAPTER 12)
2. *#3 BARS IF w 40 ksi
3. db = BAR DIAMETER

SEE STRUCTURAL DETAILS FOR OTHER REQUIREMENTS

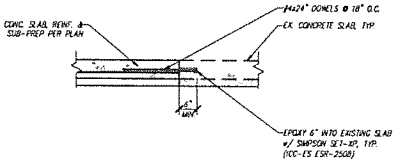
LAP SPLICE PER TABLE TYP. U.N.O (24" MIN.)

TENSION REINFORCEMENT

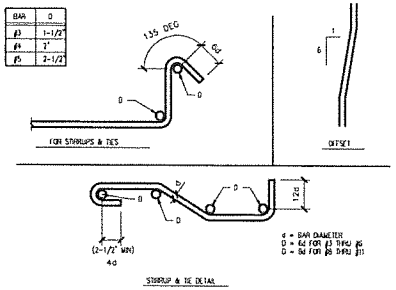
COMPRESSION REINFORCEMENT

CONCRETE LAP SPLICE TABLE

1




6



| BAR | D |
|---|---|
| #3 | 1-1/2" |
| #4 | 2" |
| #5 | 2-1/2" |

135 DEG

FOR STIRRUPS & TIES

OFFSET

(2-1/2" MIN)

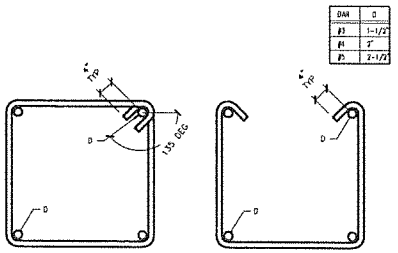
4d

d = BAR DIAMETER
D = 6d FOR #3 THRU #6
D = 8d FOR #8 THRU #11

STIRRUP & TIE DETAIL

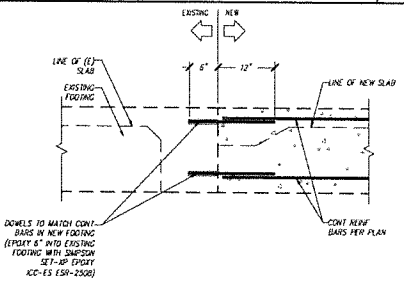
BAR BENDING, STIRRUP & TIES

2




STIRRUP AND TIE DETAIL

3




4

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POLICE STATION
RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revision | Date |
|---|---|---|
| | | |

Scale: NTS
Drawn by: BRM
Date: 10/6/2020
Job: 1050.4.014
Sheet: SD-1

# STRUCTURAL CALCULATIONS
(SUBMITTAL 1)

## SANTA PAULA POLICE STATION RENOVATION

214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

PREPARED BY:

ROBERT WILLIAM COMPANY, LLC
ENGINEERING AND LAND PLANNING DIVISION
GENERAL ENGINEERING & BUILDING CONTRACTORS
P: (805)671-9811 E: TOEDTER2@GMAIL.COM

Date: OCTOBER 6TH, 2022
W.O. 10504.014



**RWC LLC**
216 N 8th Street
Santa Paula, CA
805-671-9811

JOB TITLE SANTA PAULA P.D. T.I.
214 S 10TH ST.
JOB NO. 10504.014 SHEET NO.
CALCULATED BY DATE 10/5/22
CHECKED BY DATE

www.struware.com

# Code Search

**Code:** California Building Code 2019

## Occupancy:

Occupancy Group = B Business

## Risk Category & Importance Factors:

| | |
|---|---|
| Risk Category = | IV |
| Wind factor = | 1.00 |
| Snow factor = | 1.20 |
| Seismic factor = | 1.50 |

## Type of Construction:

Fire Rating:

| | |
|---|---|
| Roof = | 0.0 hr |
| Floor = | 0.0 hr |

## Building Geometry:

| | | |
|---|---|---|
| Roof angle (θ) | 3.00 / 12 | 14.0 deg |
| Building length (L) | 118.0 ft | |
| Least width (B) | 92.0 ft | |
| Mean Roof Ht (h) | 20.0 ft | |
| Parapet ht above grd | 20.0 ft | |
| Minimum parapet ht | 0.0 ft | |

## Live Loads:

**Roof**
0 to 200 sf: 20 psf
200 to 600 sf: 24 - 0.02Area, but not less than 12 psf
over 600 sf: 12 psf

**Floor:**

| | |
|---|---|
| Typical Floor | 0 psf |
| Partitions | 15 psf |
| | 0 psf |
| | 0 psf |
| | 0 psf |

⚠ This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

ℹ The ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

# Hazards by Location

## Search Information

| | |
|---|---|
| **Address:** | 214 S 10th St, Santa Paula, CA 93060 |
| **Coordinates:** | 34.3516809, -119.0593179 |
| **Elevation:** | 261 ft |
| **Timestamp:** | 2022-09-02T15:09:40.734Z |
| **Hazard Type:** | Seismic |
| **Reference Document:** | ASCE7-16 |
| **Risk Category:** | IV |
| **Site Class:** | D-default |




## Basic Parameters

| Name | Value | Description |
|---|---|---|
| $S_S$ | 1.967 | $MCE_R$ ground motion (period=0.2s) |
| $S_1$ | 0.752 | $MCE_R$ ground motion (period=1.0s) |
| $S_{MS}$ | 2.36 | Site-modified spectral acceleration value |
| $S_{M1}$ | * null | Site-modified spectral acceleration value |
| $S_{DS}$ | 1.573 | Numeric seismic design value at 0.2s SA |
| $S_{D1}$ | * null | Numeric seismic design value at 1.0s SA |

* See Section 11.4.8

## Additional Information

| Name | Value | Description |
|---|---|---|
| SDC | * null | Seismic design category |
| $F_a$ | 1.2 | Site amplification factor at 0.2s |
| $F_v$ | * null | Site amplification factor at 1.0s |
| $CR_S$ | 0.882 | Coefficient of risk (0.2s) |
| $CR_1$ | 0.883 | Coefficient of risk (1.0s) |
| PGA | 0.872 | $MCE_G$ peak ground acceleration |

| | | |
|---|---|---|
| $F_{PGA}$ | 1.2 | Site amplification factor at PGA |
| $PGA_M$ | 1.046 | Site modified peak ground acceleration |
| $T_L$ | 8 | Long-period transition period (s) |
| SsRT | 1.967 | Probabilistic risk-targeted ground motion (0.2s) |
| SsUH | 2.231 | Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years) |
| SsD | 2.698 | Factored deterministic acceleration value (0.2s) |
| S1RT | 0.752 | Probabilistic risk-targeted ground motion (1.0s) |
| S1UH | 0.852 | Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years) |
| S1D | 0.859 | Factored deterministic acceleration value (1.0s) |
| PGAd | 1.089 | Factored deterministic acceleration value (PGA) |

* See Section 11.4.8

*The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.*

*Please note that the ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.*

## Disclaimer

Hazard loads are provided by the U.S. Geological Survey Seismic Design Web Services.

While the information presented on this website is believed to be correct, ATC and its sponsors and contributors assume no responsibility or liability for its accuracy. The material presented in the report should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability and applicability by engineers or other licensed professionals. ATC does not intend that the use of this information replace the sound judgment of such competent professionals, having experience and knowledge in the field of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the results of the report provided by this website. Users of the information from this website assume all liability arising from such use. Use of the output of this website does not imply approval by the governing building code bodies responsible for building code approval and interpretation for the building site described by latitude/longitude location in the report.

⚠ This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

ℹ The ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

# Hazards by Location

## Search Information

**Address:** 214 S 10th St, Santa Paula, CA 93060

**Coordinates:** 34.3516809, -119.0593179

**Elevation:** 261 ft

**Timestamp:** 2022-09-02T15:08:18.494Z

**Hazard Type:** Wind




| ASCE 7-16 | | ASCE 7-10 | | ASCE 7-05 | |
|---|---|---|---|---|---|
| MRI 10-Year | 65 mph | MRI 10-Year | 72 mph | ASCE 7-05 Wind Speed | 85 mph |
| MRI 25-Year | 70 mph | MRI 25-Year | 79 mph | | |
| MRI 50-Year | 75 mph | MRI 50-Year | 85 mph | | |
| MRI 100-Year | 80 mph | MRI 100-Year | 91 mph | | |
| Risk Category I | 87 mph | Risk Category I | 100 mph | | |
| Risk Category II | 93 mph | Risk Category II | 110 mph | | |
| Risk Category III | 100 mph | Risk Category III-IV | 115 mph | | |
| Risk Category IV | 104 mph | | | | |

*The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.*

*Please note that the ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.*

## Disclaimer

Hazard loads are interpolated from data provided in ASCE 7 and rounded up to the nearest whole integer. Per ASCE 7, islands and coastal areas outside the last contour should use the last wind speed contour of the coastal area – in some cases, this website will extrapolate past the last wind speed contour and therefore, provide a wind speed that is slightly higher. NOTE: For queries near wind-borne debris region boundaries, the resulting determination is sensitive to rounding which may affect whether or not it is considered to be within a wind-borne debris region.

Mountainous terrain, gorges, ocean promontories, and special wind regions shall be examined for unusual wind conditions.

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or liability for its accuracy. The material presented in the report should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability and applicability by engineers or other licensed professionals. ATC does not intend that the use of this information replace the sound judgment of such competent professionals, having experience and knowledge in the field of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the results of the report provided by this website. Users of the information from this website assume all liability arising from such use. Use of the output of this website does not imply approval by the governing building code bodies responsible for building code approval and interpretation for the building site described by latitude/longitude location in the report.

R.W.C, LLC
ENGINEERING AND PLANNING
216 N 8TH STREET, SANTA PAULA, CA
P: (805)671-9811

PROJECT: SANTA PAULA POLICE STATION
PAGE _____ OF _____
CALCULATED BY: CDL
DATE: 10/06/2022

# FOOTING DESIGN

WALL LOAD TO FOOTING = 10 PSF * 16' = 160 PLF

FOOTING WEIGHT = 150 PCF * 1.25' * 1.5' = 282 PLF

MAX FOOTING LOAD = 442 PLF

MAX SOIL BEARING PRESSURE = 442 PLF / 1.25' = 354PSF

DEMAND / CAPACITY = 354 PSF / 1500 PSF = 0.24 (OK)

# EXHIBIT "C"

## SPECIAL CONDITIONS

### ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "E" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

Liberty Mutual Surety

790 The City Drive South, Suite 200
Orange, CA 92868
(800) 763-9268

February 8, 2024

Re: Zuma Construction Group, Inc.
City of Santa Paula-Police Station Remodel Project

To Whom It May Concern,

Zuma Construction Group, Inc. is a valued surety client of The Ohio Casualty Insurance Company since 2022 and has asked us to write to you regarding their bond capacity. Whereas we have not set a maximum single / aggregate bond limit, we would consider bonds as large as $1,000,000.00 within an aggregate program of $1,500,000.00. The pending award for this stated project will be valid for a period of 6 months from the date of bid Subject to our standard underwriting at the time of request.

Our investigation of Zuma Construction Group, Inc. clearly indicates a company that is thoroughly versed in the construction industry, with a wealth of experienced people, who have become known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship.

Based on our normal conditions being prevalent and all underwriting conditions being met, we can foresee no difficulty in fulfilling requests by your organization to execute faithful performance and labor and materials bonds, as required by the terms of a contract awarded to Zuma Construction Group, Inc.

The Ohio Casualty Insurance Company is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated A (Excellent) XV by A.M. Best.

You understand, of course, that our consideration and issuance of bonds is a matter solely between Zuma Construction Group, Inc. and ourselves, and will be subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability to third parties or to you by issuance of this letter or if for any reason we do not execute said bond or bonds.

Regards,
THE OHIO CASUALTY INSURANCE COMPANY

Frank Morones
Attorney-in-Fact

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Hoda Hasheminejad Agency Inc
18345 ventura blvd #316
Tarzana CA 91356

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** (818)964-0333 **FAX (A/C, No):**
**E-MAIL ADDRESS:** hoda@hodainsurance.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | State National Insurance Company, Inc. | 12831 |
| INSURER B : | Clear spring Insurance company | |
| INSURER C : | National General Insurance | |
| INSURER D : | Mt. Hawley Insurance Company | |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**
Zuma Construction Group Inc
3649 Birdsong Ave
Thousand Oaks, CA 91360

**COVERAGES** **CERTIFICATE NUMBER:** 198971121 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | NXT9VKJLLW-00-GL | 10/12/2023 | 10/12/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $1,000,000.00<br>$100,000.00<br>$15,000.00<br>$1,000,000.00<br>$2,000,000.00<br>$2,000,000.00<br>$ |
| C | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 2016689762 | 10/31/2023 | 05/01/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>UM | $ 1,000,000<br>$<br>$<br>$<br>$ 100,000 |
| D | [ ] UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>DED RETENTION $ | | | GXS0013389 | 08/10/2023 | 08/10/2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 2,000,000<br>$ 2,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | CWC01223800 | 10/12/2023 | 10/12/2024 | PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Contractors Errors and Omissions | | | NXT9VKJLLW-00-GL | 10/12/2023 | 10/12/2024 | Each Occurrence:<br>Aggregate: | $25,000.00<br>$50,000.00 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured.

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**EXHIBIT "C"**

**CERTIFICATION**
**LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**Zuma Construction Group Inc.**

By: _____
Signature

Mahyar Raji
_____
Name (Print)

CEO, President
_____
Title (Print)

## EXHIBIT "D"

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor: ZUMA CONSTRUCTION GROUP INC

DIR Registration Number: PW-LR-1000888324

DIR Registration Expiration: 6/30/2024

Small Project Exemption: _____ Yes or X No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.

2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: ZUMA CONSTRUCTION GROUP INC

Signature: _____

Name and Title: Mahyar Raji CEO, President

Dated: 2/12/2024

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

# EXHIBIT "E"

## PAYMENT AND PERFORMANCE BONDS

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**Notary Acknowledgment**

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Santa Paula (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**Notary Acknowledgment**

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

# "EXHIBIT #2"

## BID SCHEDULE

PARTIAL DEMOLITION, AND REMODEL OF EXISTING CITY OF SANTA PAULA POLICE STATION
City of Santa Paula Police Station Remodel Project

Contractor Name: Zuma Construction Lic. # 1071624

**A.** The undersigned proposes to furnish all Labor, Equipment and Materials required to complete the Improvements per the contract and price specified below.

**B.** This bid includes addenda number(s) (IF REQUIRED) #1 and #2

All Quantities are computed on an "Approx. Measured in Place Basis". Bidders shall compute their own measurements and waste factors into their bids.

**C.**

| No. | Description | Quantity | Unit | Total Price |
|---|---|---|---|---|
| 1. | General Conditions | 1 | Each | 65,000 |
| 2. | Demolition of Existing Areas SOW items 1.01-1.06 | 1 | Each | 60,000 |
| 3. | Removal of Existing Furniture & Equipment SOW items 2.01-2.03 | 1 | Each | 3,000 |
| 4. | Abatement of Flooring and Ceilings SOW items 3.01-3.04 | 1 | Each | 60,000 |
| 5. | Installation of New Flooring SOW items 4.01-4.06 | 1 | Each | 50,000 |
| 6. | Installation of New Walls SOW items 5.01-5.05 | 1 | Each | 60,000 |
| 7. | Installation of New Doors SOW item 6.01-6.05 | 1 | Each | 60,000 |
| 8. | Installation of New Windows SOW item 7.01-7.04 | 1 | Each | 171,000 |
| 9. | Installation of New Finishes SOW items 8.01-8.04 | 1 | Each | 70,000 |
| 10. | Installation of New Cabinetry SOW items 9.01-9.07 | 1 | Each | 70,000 |
| 11. | Installation of New Signage SOW items 10.01-10.02 | 1 | Each | 6,000 |

**The Sum of the Total Bid = Proposed contract price:** $ 675,000

**Projected Project Budget (Professional Opinion) $373,698.00**

Submitted By: Zuma Construction

Name: Mahyar Raji

Signed By:

Date: 1/19/24

# "EXHIBIT #2"

## BID SCHEDULE

PARTIAL DEMOLITION, AND REMODEL OF EXISTING CITY OF SANTA PAULA POLICE STATION
City of Santa Paula Police Station Remodel Project

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| 4. | Abatement of Flooring and Ceilings SOW items 3.01-3.04 | 1 | Each | 60,000 |
| 5. | Installation of New Flooring SOW items 4.01-4.06 | 1 | Each | 50,000 |
| 6. | Installation of New Walls SOW items 5.01-5.05 | 1 | Each | 60,000 |
| 7. | Installation of New Doors SOW item 6.01-6.05 | 1 | Each | 60,000 |
| 8. | Installation of New Windows SOW item 7.01-7.04 | 1 | Each | 171,000 |
| 9. | Installation of New Finishes SOW items 8.01-8.04 | 1 | Each | 70,000 |
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| 11. | Installation of New Signage SOW items 10.01-10.02 | 1 | Each | 6,000 |

**The Sum of the Total Bid = Proposed contract price:** $ 675,000

**Projected Project Budget (Professional Opinion) $373,698.00**

Submitted By: Zuma Construction

Name: Mahyar Raji

Signed By:

Date: 1/19/24

# "EXHIBIT #2"

## BID SCHEDULE

PARTIAL DEMOLITION, AND REMODEL OF EXISTING CITY OF SANTA PAULA POLICE STATION

City of Santa Paula Police Station Remodel Project

Contractor Name: Zuma Construction Lic. # 1071624

**A.** The undersigned proposes to furnish all Labor, Equipment and Materials required to complete the Improvements per the contract and price specified below.

**B.** This bid includes addenda number(s) (IF REQUIRED) #1 and #2

All Quantities are computed on an "Approx. Measured in Place Basis". Bidders shall compute their own measurements and waste factors into their bids.

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**Projected Project Budget (Professional Opinion) $373,698.00**

Submitted By: Zuma Construction

Name: Mahyar Raji

Signed By: [signature]

Date: 1/19/24

Liberty Mutual

Liberty Mutual **Surety**

790 The City Drive South, Suite 200
Orange, CA 92868
(800) 763-9268

January 19, 2024

Re: Zuma Construction Group, Inc.
Surety Pre-Qualification Letter

To Whom It May Concern,

Zuma Construction Group, Inc. is a valued surety client of The Ohio Casualty Insurance Company since 2022 and has asked us to write to you regarding their bond capacity. We understand that you are considering them for future projects. Whereas we have not set a maximum single / aggregate bond limit, we would consider bonds as large as $1,000,000.00 within an aggregate program of $1,500,000.00.

Our investigation of Zuma Construction Group, Inc. clearly indicates a company that is thoroughly versed in the construction industry, with a wealth of experienced people, who have become known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship.

Based on our normal conditions being prevalent and all underwriting conditions being met, we can foresee no difficulty in fulfilling requests by your organization to execute faithful performance and labor and materials bonds, as required by the terms of a contract awarded to Zuma Construction Group, Inc.

The Ohio Casualty Insurance Company is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated A (Excellent) XV by A.M. Best.

You understand, of course, that our consideration and issuance of bonds is a matter solely between Zuma Construction Group, Inc. and ourselves, and will be subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability to third parties or to you by issuance of this letter or if for any reason we do not execute said bond or bonds.

Regards,
THE OHIO CASUALTY INSURANCE COMPANY

Frank Morones
Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209029-969561

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala, Daniel Huckabay, Adnan Langrell, Chelsea Liberatore, Frank Merones, R. Nappi, Dwight Reilly, Shaunna Rozelle Ostrom, Ben Stong, Michael D. Stong, Benjamin Wolfe

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WASC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California )
County of Orange )

On 1-19-2024 before me, L. Clark, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Frank Morones
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

L. CLARK
Notary Public - California
Los Angeles County
Commission # 2336730
My Comm. Expires Nov 28, 2024

Signature L. Clark
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: QUALITY FENCE COMPANY, INC. CONSTRUCTION CONTRACT FOR POLICE STATION AND CITY HALL PERIMETER SECURITY FENCE

Date: February 21, 2024

Agenda Item: 10.D

---

## RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Quality Fence Company, Inc. for the Police Station and City Hall Perimeter Security Fence in the amount of $239,721.00 in a form approved by the City Attorney.

---

## BACKGROUND:

In 2018, the Measure T Committee made a recommendation to City Council to set aside $1.1 million dollars to put towards the construction of a new police station or improvements to the existing facility. In addition to the original recommendation, City Council has approved an additional $500,000 to go towards future station improvements.

Facility and campus security, most notably the parking lot, has been of concern for officers, police department staff, leadership, and other city staff that use the parking lot at City Hall. This project will address those concerns.

In November of 2022, staff advertised and solicited bids for this project. Submitted bids were higher than anticipated; staff worked with our project management firm to create a more succinct RFB document and readvertised for bids in December 2023.

## ANALYSIS:

The project was advertised in the Santa Paula Times and posted publicly. Bid documents were publicly opened and certified by the City Clerk on January 5th, 2023, in the City Council Chambers. Three bids were received. The bid results are as follows:

| | |
|---|---|
| Quality Fence Company, Inc. | $239,721 |
| Redhawk Fence | $347,225 |
| SB Corporation | $688,999 |

Staff finds that the low bid submitted by Quality Fence Company, Inc. is an acceptable bid, is responsive, and meets the requirements of the bid documents. Bidding rules require that the City Council award the contract to the lowest responsive and responsible bidder or reject all bids.

**STRATEGIC PLAN:**

This item addresses City Council's two-year Strategic Plan, Section E, Public Safety & Emergency Preparedness, Objective #4, SPPD Facility Upgrades.

**FISCAL IMPACTS:**

This project is part of the City's Capital Improvement Program and will be funded by allocated Measure T funds (GL #104-5-9329-660).

**OPTIONS:**

City Council has the following alternative options to staff's recommendation:

1. Do not award the contract to Quality Fence Company, Inc.

If Council chooses not to award the contract, staff will be required to start the bid process over by advertising for bids, hold a public bid opening, and bring another contract before Council for consideration.

**ATTACHMENTS:**

EXHIBIT A: City Hall Campus Security Fence Bid Sheet.pdf
EXHIBIT B: Quality Fence Construction PW Contract 02-2024.pdf

# EXHIBIT A

## POLICE STATION & CITY HALL

## SECURITY PERIMETER FENCE PROJECT

## CERTIFIED BID SHEET

# CITY OF SANTA PAULA

P.O. Box 569 • 970 Ventura Street • Santa Paula, CA 93060 • 805/933-4212

**PROJECT:** POLICE STATION PERIMETER FENCE PROJECT
TASK: New Construction of Perimeter Security Fence, Sliding Vehicular gates, Man Gates, Provision of Motion Sensor, Strips, Entry Kiosks, and Gate Operators

**PROJECT No.:** RFB
**Bid Date:** Friday, January 5, 2024

**Time of Opening:** 3:00 PM

| Bidder Company Name/City | Bid Amount | Bond | Addendum/a |
|---|---|---|---|
| William Cavenaugh | | | |
| Quality Fence Co., Paramount | $239,721.00 | | |
| Redhawk Fence, Paris, CA. | $347,225.00 | | |
| SB Corporation, Camarillo | $688,999.00 | | |
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| | | | |

January 5, 2024
Date

Gregory Barnes, Parks & Recreation
Director Parks & Recreation Department

January 5, 2024
Date

Julie Latshaw, CMC
City Clerk

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

# EXHIBIT B

## QUALITY FENCE COMPANY
## CONSTRUCTION CONTRACT FOR
## SECURITY FENCE

**CITY OF SANTA PAULA**
**SHORT FORM CONSTRUCTION CONTRACT**

**SECURITY FENCE FOR SANTA PAULA POLICE STATION**

## 1. PARTIES AND DATE.

This Contract is made and entered into this 21ST day of February 2024, 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 Quality Fence Company, Inc., a corporation with its principal place of business at 14929 Garfield Ave, Paramount, Ca, 90732 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

## 2. RECITALS.

**2.1** City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

**2.2** Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing Facility Improvements, Upgrades, and related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: State of California Contractor Class B license.

**2.3** Project. City desires to engage Contractor to render such services for the Police Station Security Fence ("Project") as set forth in this Contract.

**2.4** Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, Liability Insurance, Workman's Comp., and Auto Insurance in the amount of $1,500,000.00 within an aggregate program of $5,000,000.00. A letter is supplied for the Performance and Labor and Materials Bond in the amount of $1,500,000.00 within an aggregate program of $5,000,000.00 and will be required to be in place after awarding of the contract. See Exhibit "C".

## 3. TERMS

### 3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of TWO HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED TWENTY-ONE Dollars ($239,721.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more

than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.1.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.1.4 Contract Retentions. If this Contract is greater than Five Thousand dollars ($5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.1.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.1.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the City to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City, which provides that no portion of the securities shall be paid to Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under

this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.1.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.1.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.1.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

**3.2 Incorporation of Documents.** This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- General Liability and Auto Insurance (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “C”)
- Public Works Contractor Registration Certification (Exhibit “D”)
- Payment and Performance Bonds (Exhibit “E”)
- Instructions to Bidders, if any
- Contractor’s Bid

To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

**3.3 Contractor’s Basic Obligation; Scope of Work.**

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as

well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.3.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.3.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.3.4 Changes Ordered By City. City may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.3.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

**3.4 Substitutions/"Or Equal".** Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of

manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.”

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

### 3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within 82 days, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of FIVE HUNDRED Dollars ($500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 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 occurring at the project site; (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 work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. 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 the City in its capacity as a municipal authority.

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

**3.7 Control and Payment of Subordinates; Contractual Relationship.** City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

**3.8 City's Basic Obligation.** City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory

performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

**3.9 Labor.**

3.9.1 Prevailing Wages. Contractor 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. Since the Work is 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.9.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.9.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.9.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to

defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.9.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.9.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

**3.10 Performance of Work; Jobsite Obligations.**

3.10.1 Water Quality Management and Compliance.

3.10.1.1 Water Quality Management and Compliance. Contractor 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 Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.10.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It

shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.10.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.10.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.10.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.10.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.10.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.10.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the

specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.10.3 Laws and Regulations. Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.10.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.10.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.10.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to

disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.10.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.10.8 Air Quality. Contractor 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 California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.10.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.10.10 Inspection of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters.

3.10.11 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

**3.11 Completion of Work.** When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or

items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

**3.12 Claims; Government Code Claim Compliance.**

3.12.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.12.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.12.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.12.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.12.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.12.4.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

3.12.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

3.12.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.12.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.12.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.12.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed

portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing unless the Parties agree to select a mediator at a later time.

3.12.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.12.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.12.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.12.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.12.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.12.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

3.12.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.12.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.12.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.12.10 Government Code Claim Procedures.

3.12.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.12.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

3.12.10.3 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 adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

3.12.10.4 **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

3.12.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

**3.13 Loss and Damage.** Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

**3.14 Indemnification.**

3.14.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and

harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.14.2 Additional Indemnity Obligations**.** Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

**3.15 Insurance.**

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor 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 Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and

Employer's Liability Insurance; and (4) *Builders'/All Risk:* Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City). Policies shall not contain exclusions contrary to this Contract.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk:* Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.2.3 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor

or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and volunteers.

3.15.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and volunteers.

3.15.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

3.15.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.15.11 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

**3.16 Bond Requirements.**

3.16.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer

will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

**3.17 Warranty.** Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

**3.18 Employee/Labor Certifications.**

3.18.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.18.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.18.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies 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 subcontractors and sub-subcontractors to comply with the same.

**3.19 Termination.** This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

**3.20 General Provisions.**

3.20.1 City's Representative. The City hereby designates the Parks & Recreation Director, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.20.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.20.3 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to

supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.20.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

QUALITY FENCE CO. INC.
14929 GARFIELD AVENUE
PARAMOUNT, CA 90723
ATTN: MR. WILLIAM CAVANAUGH, PRESIDENT

**CITY:**

CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060
ATTN: GREG BARNES, PARKS & RECREATION DIRECTOR

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.20.6 Time of Essence. Time is of the essence in the performance of this Contract.

3.20.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.20.9 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Ventura, State of California.

3.20.10 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 other costs of such action.

3.20.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.20.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.20.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.20.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.20.15 Certification of License.

3.20.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.20.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.20.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.20.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior

negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.20.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.20.19 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF SANTA PAULA
AND QUALITY FENCE COMPANY, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**CITY OF SANTA PAULA**

APPROVED:

By: _____
Dan Singer, City Manager

ATTESTED:

By: _____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

**QUALITY FENCE COMPANY, INC.**

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

By: _____

Its: President

Printed Name: William Cavanaugh

By: _____

Its: Sec./Treas.

Printed Name: Frank Tobias

382736 ; B, C13, C23
Contractor's License Number and Classification

1000003376
DIR Registration Number

# EXHIBIT "A"

# SCOPE OF WORK

**DEMOLITION, AND NEW CONSTRUCTION OF THE CITY OF SANTA PAULA POLICE STATION PERIMETER**
**FENCE**
**CITY OF SANTA PAULA POLICE STATION PERIMETER FENCE PROJECT**
**PROJECT LOCATION:**
**214 SOUTH 1OTH STREET, SANTA PAULA, CA 93060**

The purpose of this scope of work is to obtain bids for the new construction of the City of Santa Paula Police Station perimeter security fence. Below are the line items that need cost estimates:

**1. Fencing** - refer to Exhibit #4 for all specifications:

**1.01** Install 8' height metal security fencing. ¾" sq. metal tube vertical bars at 4" o. c. with min. 2 coats ea. primed and painted black finish (588 lin. ft.).

**1.02** Install 4" sq. metal tube end posts with caps at all gates and corner locations. All posts to be primed and painted with min. 2 coats black finish. All posts to have concrete footings (36 no.).

**1.03** Install 3" sq. metal tube center posts with caps at all intermediate locations. All posts to be primed and painted with min. 2 coats black finish. All posts to have concrete footings (43 no.).

**1.04** Install 16' width sliding gates with ¾" sq. metal tube vertical bars at 4" o. c., painted, and primed with min. 2 coats black finish to match fencing (total 4 no. – 2 no. at South Mill and 2 no. at South 10th Street).

**1.05** Install 10' width swing gate with lock by 8' height with ¾" sq. metal tube vertical bars at 4" o.c., painted, and primed with min. 2 coats black finish to match fencing (1 no. – on South Mill for temporary generator storage).

**1.06** Install 3' wide by 8' height man gates with ¾" sq. metal tube vertical bars at 4" o. c., painted, and primed with min. 2 coats black finish to match fencing (total 5 no. – 1 on South Mill, 2 on South 10th and 2 on East Ventura Street).

**1.07** Install concrete footings 15" x 15" x 30" at each post (4,444 cu ft.).

**2.** Electrical – to be provided by others under separate RFB and coordinated with Electrical Contractor.

**3.** Security Systems – exact security system to be installed by others and coordination with Security System provider required.

Note: Landscape N.I.C.

Additional Info:

Project will be Prevailing Wage
Prior to contract commencement, contractor must provide a roster of staffing for the contractor, subcontractor and all vendors that will be on site. Background checks will be required for all contractors, subcontractors and all vendors on the job site. SPPD to conduct the CLETS criminal background checks.

SPPD to provide visitor tags to all contractors, subcontractors and vendors shall be worn at all times. In the event the contractor, contractor staff, subcontractors or vendor is determined ineligible for working at this site, alternative staffing will be required.

**Property Owner:**
City of Santa Paula

**Contact Info:**
Project Manager
Christina Grina
(805) 671-9811
Robert William Company, LLC
917 Railroad Ave
Santa Paula, Ca 93060
christina@rwc-llc.com

Project Manager
Bill Lindsay
(805) 625-1144
Robert William Company, LLC
917 Railroad Ave
Santa Paula, Ca 93060

# EXHIBIT "B"

# PLANS AND SPECIFICATIONS

## CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL VERIFY ON SITE ALL DIMENSIONS PRIOR TO STARTING WORK. THE DESIGNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
2. UNLESS OTHERWISE NOTED OR SHOWN, ALL PHASES OF WORK ARE TO CONFORM TO THE MINIMUM STANDARDS OF THE CALIFORNIA BUILDING CODE (LATEST GOVERNING EDITION), LOCAL BUILDING CODES AND THOSE ASTM SPECIFICATIONS UPON WHICH THE STANDARDS ARE BASED. WHERE CONFLICTS BETWEEN BUILDING CODES AND SPECIFICATIONS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
3. ALL ASTM DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATIONS
4. ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
5. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
6. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE NOTED OR SHOWN, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK TO COMPLETION OF THE PROJECT, AS INDICATED IN THE CONTRACT DOCUMENTS, AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS AND PROCEDURES.
7. DETAILS, CONDITIONS NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED THE SAME AS SIMILAR CONDITIONS DETAILED AND/OR INDICATED ON THE PLANS.
8. PROVIDE ALL TEMPORARY BRACING, SHORING AND GUYING TO AVOID EXCESSIVE STRESSES ON STRUCTURAL ELEMENTS, AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING ERECTION.
9. CONTRACTOR SHALL INVESTIGATE SITE DURING CLEARANCE AND EARTHWORK OPERATIONS OR FILLED EXCAVATIONS OR BURIED STRUCTURES SUCH AS CESSPOOLS, CISTERNS, FOUNTAINS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
10. DO NOT CUT OR TRIM ANY TREES ON THE PROPERTY UNLESS OTHERWISE NOTED OR DIRECTED BY DESIGNER AND OWNER. AVOID FILLING OR CUTTING AROUND EXISTING TREES TO REMAIN. PROTECT THESE TREES WITH BARRIERS DURING CONSTRUCTION.
11. CONTRACTOR SHALL PROTECT THE ADJOINING PROPERTY DURING EXCAVATION. PROTECTION SHALL BE SUCH THAT ANY EARTH OF THE ADJOINING PROPERTY WILL NOT CAVE-IN OR SETTLE.
12. THE CONTRACTOR SHALL NOTIFY THE "OWNER" OF ANY CONDITION REQUIRING MODIFICATION OR CHANGE, BEFORE PROCEEDING WITH WORK.
13. ALL CONSTRUCTION TO PROVIDE A WATERPROOFED AND WEATHER TIGHT CONTRACTOR SHALL SEAL AS NECESSARY TO ACHIEVE THIS REQUIREMENT USING APPROVED METHODS AND MATERIALS AND FOLLOWING ALL PRODUCT MANUFACTURERS INSTRUCTIONS
14. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF CALIFORNIA
15. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCEMENT OF WORK.
16. ALL HOSES USED FOR ANY CONSTRUCTION ACTIVITIES SHALL BE EQUIPPED WITH A SHUT OFF NOZZLE. WHEN AN AUTOMATIC SHUT OFF CAN NOT BE PURCHASED OR OTHERWISE OBTAINED FOR THE SIZE & TYPE OF HOSE IN USE, THE NOZZLE SHALL BE AN AUTOMATIC SHUT OFF NOZZLE. ORD 3522 6(K).
17. AFTER COMMENCEMENT OF WORK, ANY FAULTS IN CONSTRUCTION DUE IN PART TO ERRORS IN THE CONSTRUCTION DOCUMENTS, SHALL BE CORRECTED BY CONTRACTOR OR SUBCONTRACTOR.
18. AFTER COMMENCEMENT OF WORK, ANY DELAYS, PROBLEMS OR FAULTS IN CONSTRUCTION DUE IN FULL OR PART TO ERRORS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS. THE LIABILITY FOR ERRORS AND OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL NOT EXCEED ANY FEES PAID TO THE THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS

## FIRE DEPARTMENT NOTES

1. ALL CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD REQUIREMENTS PER VCBC SEC. CBC CHAPTER 7A FDP 22
2. ADDRESS
   (a) THE ADDRESS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR FRONTAGE ROAD.
   (b) THE ADDRESS NUMBERS SHALL BE OF MINIMUM FOUR INCHES (4") IN HEIGHT.
   (c) THE ADDRESS NUMBERS SHALL BE CONTRASTING COLORS TO THEIR BACKGROUND.
   BRASS OR GOLD NUMBERS SHALL NOT BE POSTED (ADDRESS NUMBERS ON CURB ARE NOT ACCEPTABLE)
   (d) PERMANENT ADDRESS NUMBERS SHALL BE PROVIDED ON THE MAILBOX OR ON A PERMANENT SIGN OR POST ADJACENT TO THE DRIVEWAY ENTRANCE OF A FLAG LOT.
3. NO PERSON MAY TAP INTO ANY FIRE HYDRANT FOR ANY PURPOSE OTHER THAN FIRE SUPPRESSION OR EMERGENCY AID WITH OUT FIRST OBTAINING WRITTEN APPROVAL FROM THE WATER PURVEYOR SUPPLYING WATER TO THE HYDRANT & FROM THE CITY/COUNTY HEALTH DEPARTMENT. ORD 3522, SECTION 6(L)

## SOILS NOTES

1. SOIL COMPACTION REPORT SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT THE JOB SITE PRIOR TO PLACEMENT OF CONCRETE FOR THE DRIVEWAY APRONS.
2. SOIL ENGINEER SHALL INSPECT DRIVEWAY APRONS PRIOR TO PLACEMENT OF CONCRETE FOR THE DRIVEWAY APRONS. EVIDENCE OF SUCH INSPECTION SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT FOUNDATION INSPECTION.

## SHEET INDEX

| # | SHEET | DESCRIPTION | SCALE |
|---|---|---|---|
| | | ARCHITECTURAL | |
| 1 | A0.0 | TITLE SHEET, MAPS, PROJECT DATA & GENERAL NOTES | N.A. |
| 2 | A1.0 | EXISTING OVERALL SITE PLAN | 1"=20' |
| 3 | A1.1 | EXISTING ENLARGED SITE /DEMOLITION PLANS | 1"=10' |
| 4 | A1.2 | PROPOSED OVERALL SITE PLAN | 1"=20' |
| 5 | A1.3 | PROPOSED ENLARGED SITE PLANS | 1"=10' |
| 6 | A2.0 | PROPOSED FENCE ELEVATION & DETAILS | AS NOTED |
| 7 | A3.0 | PROPOSED ELECTRICAL SITE PLAN & NOTES | AS NOTED |

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA CRC R301.2

| SEISMIC DESIGN CRITERIA | BASIC WIND SPEED (MPH) | GROUND SNOW LOAD (psf) ELEVATION ft | CLIMATE ZONE | FLOOD HAZARD DESIGNATION | DESIGN FLOOD ELEVATION |
|---|---|---|---|---|---|
| E | 110 mph | N/A | 7 | X | N/A |

## CODE COMPLIANCE

THIS PROJECT SHALL COMPLY WITH TITLE 24 AND 2019 CALIFORNIA RESIDENTIAL CODE (CRC), CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA PLUMBING CODE (CPC), CALIFORNIA ELECTRICAL CODE (CEC), CALIFORNIA ENERGY CODE (CEnC) (R101.1 CRC), CALGREEN CODE, AND ALL LOCAL CODES AND ORDINANCES.

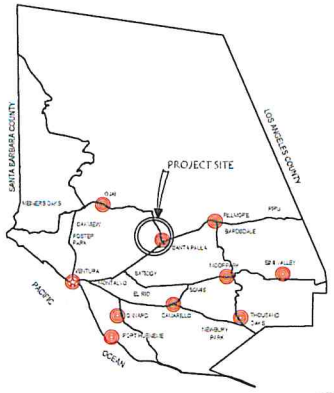
## PROJECT DATA

| | |
|---|---|
| PROPERTY OWNER: | CITY OF SANTA PAULA<br>POLICE DEPARTMENT |
| OWNER ADDRESS: | 214 SOUTH 10TH STREET<br>SANTA PAULA, CA 93060 |
| PROJECT ADDRESS: | 214 SOUTH 10TH STREET<br>SANTA PAULA, CA 93060 |
| APN: | 108-0-242-195 |
| LOT SIZE: | .47 ACRES (20,473.2 SQ. FT.) |
| ZONING: | IN (INSTITUTIONAL/CIVIC)<br>ADJACENT NEIGHBOR C-G (GEN. COM.) |
| FLOOD ZONE: | X |
| GOVERNING AGENCY SETBACKS: | 10' FRONT YARD/STREET<br>5' SIDE YARDS<br>5' REAR YARD<br>45' HEIGHT |
| BUILDING HEIGHT: | 24' (MAX. ALLOWABLE 45') |
| HIGH FIRE SEVERITY ZONE: | URBANIZED/DEVELOPED AREAS<br>OUTSIDE OF HAZARD ZONES |

LEGAL DESCRIPTION:
CITY OF SANTA PAULA, VENTURA COUNTY ASSESSOR'S MAP, PARCEL 19, PORTION YALE STREET SUBDIVISION, R.S. BK. 5, PG. 16 SAWYERS TRACT, L.S. BK. 4, PG. 8, PORTION WHITTED TRACT, R.S. BK. 4, PG. 7 & BK. 5, PG. 15 PORTION MARTIN TRACT, R.S. BK. 4, PG. 7 & BK. 5, PG. 15 V.C.O.M. VOL. 1, PG. 55, 56 (OWEN'S TRACT) RANCHO SANTA PAULA Y SATICOY, M.R. BK. A, PG. 290.

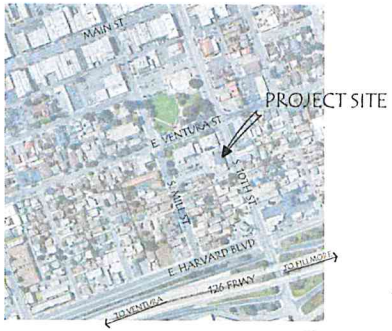
## SCOPE OF WORK

DEMOLITION OF EXISTING CHAIN LINK FENCE ALONG SOUTHERN PROPERTY LINE AND REPLACEMENT WITH A CONTINUOUS 8' HEIGHT SECURITY FENCE WITH 4 NO. ENTRY/EXIT VEHICULAR SLIDING GATES AND 5 NO. MAN GATES. NEW CURB, GUTTER, AND DRIVEWAY APRONS AT 3 MILL STREET. 2 NO. KIOSKS W/PROTECTIVE BOLLARDS. ALL GATES TO BE ELECTRONICALLY CONTROLLED.




VENTURA COUNTY MAP

NORTH
SCALE: NTS




VICINITY MAP

NORTH
SCALE: NTS




AERIAL MAP

NORTH
SCALE: NTS

## CONSULTANTS

DESIGN

Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
(805) 625-1144
wmglindsay@gmail.com

STRUCTURAL ENGINEER:

Randy Toedter, S.E.
Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
randy@rwc-llc.com

TITLE SHEET

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

PROJECT:
SANTA PAULA
POLICE STATION
SECURITY FENCE

CONSULTANT:

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE (805) 525-6420 FAX (805) 933-8040

RWC

| # | Revision | Date |
|---|---|---|
| | | |

Scale: NTS
Drawn by: CMG
Date: 11/02/2022
Job #: 10504.014
Sheet: A0.0

EXISTING OVERALL SITE PLAN

| | | | | | |
|---|---|---|---|---|---|
| CLIENT: CITY OF SANTA PAULA, 214 SOUTH 10TH STREET, SANTA PAULA, CA 93060 | PROJECT: SANTA PAULA POLICE STATION SECURITY FENCE | CONSULTANT: | ROBERT WILLIAM COMPANY, PLANNING & LAND USE SERVICES, GENERAL ENGINEERING & BUILDING CONTRACTORS, P.O. BOX 1025, SANTA PAULA CA, 93061, PHONE: (805) 525-6400 FAX: (805) 933-8040 | | |

| # | Revision | Date |
|---|---|---|
| | | |

Scale: 1"=20'
Drawn by: GMG
Date: 11/02/2022
Job #: 1003.014
Sheet: A1.0

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
SECURITY FENCE

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revision | Date |
|---|---|---|
| | | |

Scale: 1"=10'
Drawn by: CMG
Date: 11/02/2022
Job #: 10524.014
Sheet: A1.1

LEGEND:

- EXISTING CONC. WALKS/RAMPS/STEPS
- NEW CONC. WALKS/RAMPS/STEPS
- EXISTING CITY BUILDINGS
- EXISTING POLICE STATION & BLDG'S
- EXISTING PLANTERS
- NEW PLANTER AREAS
- EXISTING ROOF OVERHANG
- PROPOSED IRRIGATION SLEEVES
- PROPERTY LINE
- EXISTING TREES
- PROPOSED NEW TREES
- PUBLIC ENTRY
- STAFF ENTRY

PROPOSED OVERALL SITE PLAN

SCALE: 1" = 20'
0' 10' 20' 40' 60'

| | | | | | | |
|---|---|---|---|---|---|---|
| CLIENT: CITY OF SANTA PAULA, 214 SOUTH 10TH STREET, SANTA PAULA, CA 93060 | PROJECT: SANTA PAULA POLICE STATION SECURITY FENCE | CONSULTANT: | ROBERT WILLIAM COMPANY, PLANNING & LAND USE SERVICES, GENERAL ENGINEERING & BUILDING CONTRACTORS, P.O. BOX 1025, SANTA PAULA CA, 93061, PHONE: (805) 525-6400 FAX: (805) 933-8040 | | | |

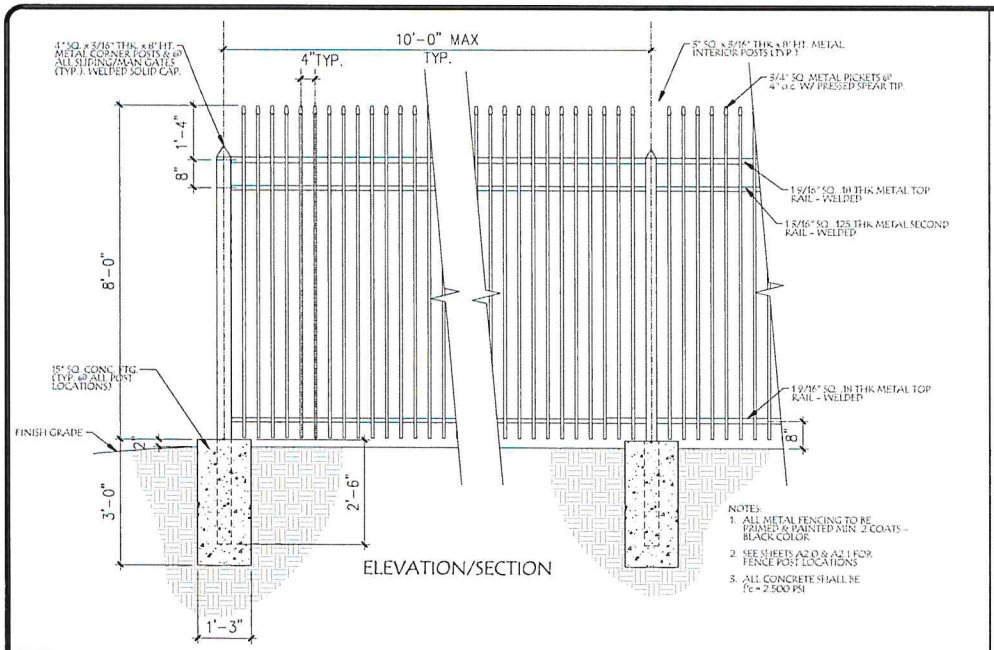
| # | Revision | Date |
|---|---|---|
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Sheet: A1.2
Job #: 10504014
Date: 11/02/2022
Drawn By: CMG
Scale: 1"=20'

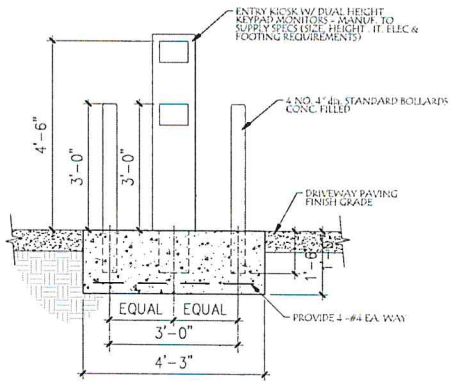
| | | | | | |
|---|---|---|---|---|---|
| CLIENT: CITY OF SANTA PAULA, 214 SOUTH 10TH STREET, SANTA PAULA, CA 93060 | PROJECT: SANTA PAULA POLICE STATION SECURITY FENCE | CONSULTANT: | ROBERT WILLIAM COMPANY, PLANNING & LAND USE SERVICES, GENERAL ENGINEERING & BUILDING CONTRACTORS, P.O. Box 1025, Santa Paula CA, 93061, PHONE: (805) 525-6400 FAX: (805) 933-8040 | RWC | |

| # | Revision | Date |
|---|---|---|
| | | |

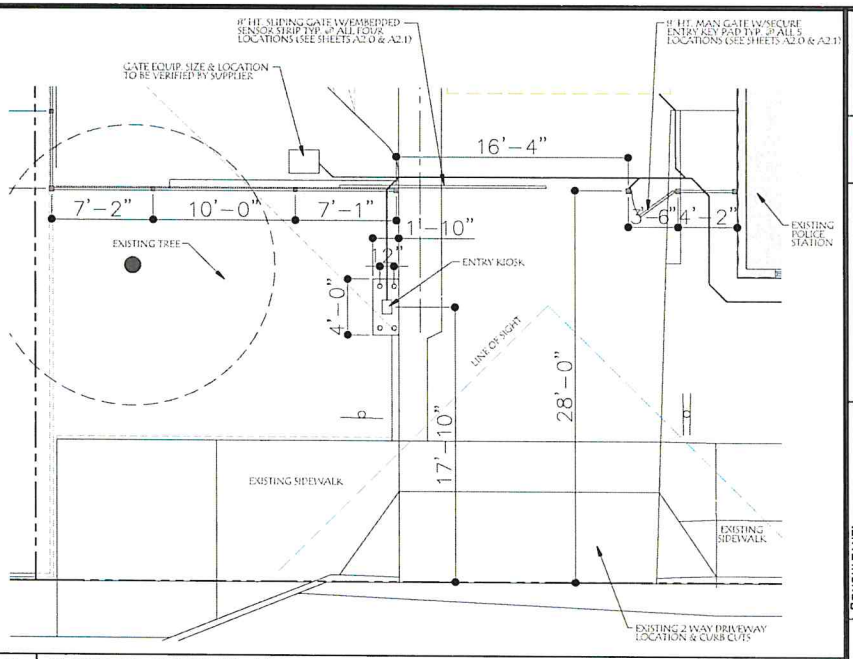
Scale: AS NOTED
Drawn by: CMG
Date: 11/02/2022
Job # 10504014
Sheet A1.3




1 STANDARD FENCE DETAIL SCALE: 3/4" = 1'-0"




2 ENTRY KIOSK DETAIL SCALE: 3/4" = 1'-0"




3 SLIDING GATE PLAN SCALE: 1/4 = 1'-0"

ELEVATION & DETAILS

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA, CA. 93061
PHONE: (805) 525-4540 FAX: (805) 933-0540

CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION
SECURITY FENCE

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

| # | Revision | Date |
|---|---|---|

Scale: AS NOTED
Drawn by: CMG
Date: 10/06/2022
Job #: 10504.014
Sheet: A2.0

| | | | | | |
|---|---|---|---|---|---|
| CLIENT: CITY OF SANTA PAULA, 214 SOUTH 10TH STREET, SANTA PAULA, CA 93060 | PROJECT: SANTA PAULA POLICE STATION SECURITY | CONSULTANT: | ROBERT WILLIAM COMPANY, PLANNING & LAND USE SERVICES, GENERAL ENGINEERING & BUILDING CONTRACTORS, P.O. BOX 1025, SANTA PAULA CA, 93061, PHONE: (805) 525-6400 FAX: (805) 933-8040 | RWC | |

| # | Revision | Date |
|---|---|---|
| | | |

Job #: 10534.014
Date: 11/02/2022
Drawn by: CMG
Scale: 1"=20'
Sheet: A3.0

10th STREET BUILDING ENTRY PLAN
MILL STREET CONSTRUCTION PLAN
CONSTRUCTION NOTES
CITY OF SANTA PAULA
214 S. 10TH STREET
STREET PLAN
REVIEWED AND RELEASED
PUBLIC WORKS DIRECTOR
PROJECT ENGINEER
ROBERT WILLIAM COMPANY
CITY OF SANTA PAULA
CALIFORNIA
NORTH
SCALE 1" = 10'
SCALE 1" = 30'
SAWCUT LINE
EXISTING R/W
51 (C)
26
25
24
23
C1
1

# EXHIBIT "C"

## GENERAL LIABILITY AND AUTO INSURANCE

### ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "E" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

**EXHIBIT "C"**

**CERTIFICATION**
**LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**Quality Fence Company, Inc.**

By: _____
Signature

William Cavanaugh
Name (Print)

President
Title (Print)

QUALFEN-02 MKAISER3

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER License # 0C36861<br>Inland Empire-Alliant Insurance Services, Inc.<br>685 E. Carnegie Dr Ste 265<br>San Bernardino, CA 92408 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (909) 886-9861 FAX (A/C, No): (909) 886-2013<br>E-MAIL ADDRESS: |
| INSURED<br>Quality Fence Company Inc<br>14929 Garfield Avenue<br>Paramount, CA 90723 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Mt. Hawley Insurance Company — 37974<br>INSURER B : Progressive Casualty Insurance Company — 24260<br>INSURER C : Insurance Company of the West — 27847<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | MGL0197978 | 10/1/2023 | 10/1/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | X OTHER: $5,000,000 Per Project Cap | | | | | | EBL AGG | $ 1,000,000 |
| B | AUTOMOBILE LIABILITY | | | 973829844 | 10/1/2023 | 4/1/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | [ ] UMBRELLA LIAB [X] OCCUR | | | MXL0438887 | 10/1/2023 | 10/1/2024 | EACH OCCURRENCE | $ 8,000,000 |
| | X EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 8,000,000 |
| | [ ] DED [X] RETENTION $ 0 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WSD 5067620 01 | 10/1/2023 | 10/1/2024 | X PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y | N/A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Proof of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |


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Form 2367 (06/10) M_CL

**Blanket Waiver of Subrogation Endorsement**

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

**ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

Policy Number: MGL0197978 Mt. Hawley Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

| **Name of Person(s) or Organization(s):** |
|---|
| All persons or organizations where required by a written contract executed prior to the commencement of your work. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.


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Policy Number: MGL0197978 Mt. Hawley Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| |
|---|
| **Designated Construction Project(s):**<br>All Projects |
| **All Designated Construction Project General Aggregate Capped At:** $5,000,000 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. If there is more than one designated construction project, the Designated Construction Project General Aggregate is subject to an All Designated Construction Project General Aggregate Cap, listed in the Schedule above, which is the most we will pay, regardless of the number of designated "projects."

2. Subject to the All Designated Construction Project General Aggregate Cap, the Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project and shall also reduce the All Designated Construction Project General Aggregate Cap. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit and the All Designated Construction Project General Aggregate Cap.


Contains copyrighted material of Insurance Services Office, Inc.
Insured

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit or the All Designated Construction Project General Aggregate Cap.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, the Designated Construction Project General Aggregate Limit, nor the All Designated Construction Project General Aggregate Cap.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.


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Insured

Policy Number: MGL0197978 Mt. Hawley Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.


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Insured

Policy Number: MGL0197978 Mt. Hawley Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name of Additional Insured Person(s) or Organization(s) | Location and Description of Completed Operations |
|---|---|
| All persons or organizations where required by a written contract executed prior to the commencement of your work. | All "Commercial Construction Projects". For the purpose of this Endorsement, "Commercial Construction Projects" are defined as buildings or structures constructed for commercial use and also include apartments, hotels, homes for the aged, dormitories or barracks. However, "Commercial Construction Projects" shall not include any building or structure which, in whole or in part,contains individual owner occupied units or dwellings. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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Insured

Policy Number: MGL0197978 Mt. Hawley Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations: |
|---|---|
| All persons or organizations where required by a written contract executed prior to the commencement of your work. | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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## EXHIBIT "D"

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor: Quality Fence Co., Inc.

DIR Registration Number: 1000003376

DIR Registration Expiration: 6/30/2025

Small Project Exemption: _____ Yes or X No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.

2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: Quality Fence Co., Inc.

Signature: _____

Name and Title: William Cavanaugh

Dated: 2/13/2024

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

# EXHIBIT "E"

## PAYMENT AND PERFORMANCE BONDS

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**Notary Acknowledgment**

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS the City of Santa Paula (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**Notary Acknowledgment**

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

# "EXHIBIT #2"
# BID SCHEDULE

CONSTRUCTION OF NEW PERIMETER SECURITY FENCE FOR THE CITY OF SANTA PAULA POLICE STATION
City of Santa Paula Police Station Perimeter Fence Project

Contractor Name: Quality Fence Co., Inc. Lic. # 382736

**A.** The undersigned proposes to furnish all Labor, Equipment and Materials required to complete the Improvements per the contract and price specified below.

**B.** This bid includes addenda number(s) (IF REQUIRED) 1

All Quantities are computed on an "Approx. Measured in Place Basis". Bidders shall compute their own measurements and waste factors into their bids.

**C.**

| No. | Description | Quantity | Unit | Total Price |
|---|---|---|---|---|
| 1. | General Conditions | 1 | Each | 5,000.00 |
| 2. | Fencing - SOW items 1.01-1.11 | 1 | Each | 234,721.00 |
| 3. | Electrical - coordination only | | | |
| 4. | Security Systems - coordination only | | | |

**The Sum of the Total Bid = Proposed contract price:** $ 239,721.00
**Projected Project Budget (Professional Opinion) $192,870.00**

Submitted By:

Name: William Cavanaugh

Signed By:

Date: 1/4/2024

# Quality Fence Co., Inc.

14929 Garfield Avenue, Paramount, CA 90723

Ph: 323/585-8585 Fax: 562/869-7804

## Introduction

Quality Fence Co Inc has been in the fence industry since 1964. We hold a C-13 Chain Link Fence, C-23 Ornamental Iron and a B General Contractor License. We run (15) 2-man trucks that are fully equipped to handle your fencing needs. We manufacture our own iron fencing and gates, along with all our chain link gates, handrails, pipe gates, etc. We are a full -service company and can supply you with the following:

**Chain Link**
**Iron Wood**
**Barb Wire**
**Razor Wire**
**Pipe Gates**
**Privacy Slats**
**Concrete Work**
**Electric Gates**
**Entry System**

We have specialized in many yearly contracts for the last 30 plus years. Our experience helps us to understand the needs of your contract expectations. We will supply you with a confidential reference list of our yearly contracts so you can contact our end users and our reputation will speak for itself. We are more than just a fencing contractor.

We are a service company and would love to be a member of your team. We have developed many products over the years, including our welded wire closed mesh fence system (Double-D-Fence) and a rip rock solution that does not let people sleep in areas that might be an "unsafe" environment or a security risk to your properties.

My name is Ty Cavanaugh, and I will be heading up your contract, I have been in the fence industry since 1978. We are a team of experts who combined, have IOO's of years in experience in the fence industry. We are excited about the possibility of being selected as one of your fencing contractors and look forward to working with your team. Thank you in advance for your consideration.

# Quality Fence Co., Inc.

14929 Garfield Avenue, Paramount, CA 90723

Ph: 323/585-8585 Fax: 562/869-7804

**Company History**

Founded in 1964

Incorporated in 1978

Current Ownership since 1989 - Went from 6 crews to 15 crews today.

Ownership

William Cavanaugh - President
Frank Tobias - Vice President/Secretary
Toni Hoover - Treasurer

CSL No. 382736 Exp. 10/31/2025

DIR No. 1000003376 Exp. 06/30/2025

Quality Fence does NOT have any pending, settled, tried, or other litigations involved in for the past five years.

# Quality Fence Co., Inc.

14929 Garfield Avenue, Paramount, CA 90723

Ph: 323/585-8585 Fax: 562/869-7804

## Work Plan and Schedule

A.)

Project manager will be Alfredo Reyes, assisting in providing proposals, attending job walk meetings, and all other needs. Natalie Reyes and Maria Medina will assist in; contract administration, labor compliance, administrating sales calls and following up with any emails. We are all a team and have great communication amongst each other to provide quality service.

B.)

Our management team will have the manpower at their disposal to schedule your work and facilitate your needs. Our response time will range from the next day to a few weeks to manufacture your materials and schedule your project. We could speed up your project on an as-needed basis. Emergency response is immediate. Once contacted by your end user we will work on scheduling according to the situation.

C.)

Shawn Cavanaugh is our Safety Compliance manager, who oversees regulating all safety measures and being OSHA Compliant. We have monthly safety meetings to ensure our employees use all safety precautions while at work and work sites. Shawn ensures to meet with all crews each week to go over current projects and to ensure each crew has all the necessary safety equipment. Shawn also inspects and makes sure trucks are equipped with safety equipment on a weekly basis.

D.

Equipment and Materials

- Qty. 15 -1 ½ ton flatbed 2007 - 2020's trucks fully equipped forfencing
  Qty. 1- Dandy Digger Articulating Auger
  Qty. 2 - 735 Bobcat Tractor
- Qty. 15 - PortableWelder
  Qty. 3-Tow-behind Cement Mixer
- Qty. 10 - Bosh Jack Hammer
  Qty. 1 - 80' Boom Lift
  Qty. 3 - Various Size Scissor Lifts
  Qty. 1- Completely tooled welding department with grinders, pipe bender, plasma cutter, pipe cutter, band saw grinder, drill press and hand tools
- Qty. 3 - Tow-behind Equipment Trailers
  Qty. 2 - Collins Pipe Cutter
- Qty. 3 - Tow-behind Air Compressor
  Qty. 3 - Temp Fence Post Pounders
  50 Various electric hand tools, demo hammers, drills, saws, grinders
  Miscellaneous hand tools to equip 15trucks

Personnel

| ***Name/Title*** | ***Phone Number*** |
|---|---|
| Ty Cavanaugh - Head of Sales<br>tycavanaugh@dslextreme.com | (323 )712-3793 |
| Shawn Cavanaugh - Yard Manager/Sales/Safety Compliance Manager<br>shawnatquality@yahoo.com | (323)712-2400 |
| Toni Hoover- Controller/Payroll/Human Resources<br>tonih@qualityfencesocal.com | (909)238-0950 |
| Natalie Reyes - Labor Compliance/Contract Specialist<br>Natalie_qualityfence@outlook.com | (909)223-5852 |
| Maria Medina -Administrative Assistant<br>Maria.m@qualityfencesocal.com | (562 )964-1745 |
| Alfredo Reyes -Vice President of Sales/Electric Gate/Motor Specialist<br>areyes@qualityfencesocal.com | (213)210-7884 |

Yard Personnel/ Welders - 3

Automated Entry Technicians - 2

Crews - (15) 2-man crews with fully equipped trucks

## Contractor Information

**Legal Entity Name**
QUALITY FENCE COMPANY INC
**Legal Entity Type**
Corporation
**Status**
Active
**Registration Number**
1000003376
**Registration effective date**
7/1/2023
**Registration expiration date**
6/30/2025
**Mailing Address**
14929 GARFIELD AVE PARAMOUNT 90723 CA U...
**Physical Address**
14929 GARFIELD AVE PARAMOUNT 90723 CA U...
**Email Address**
**Trade Name/DBA**
**License Number(s)**
CSLB:382736
CSLB:382736

## Registration History

| Effective Date | Expiration Date |
|---|---|
| 6/21/2018 | 6/30/2019 |
| 7/17/2017 | 6/30/2018 |
| 6/6/2016 | 6/30/2017 |
| 7/6/2015 | 6/30/2016 |
| 2/3/2015 | 6/30/2015 |
| 7/1/2019 | 6/30/2020 |
| 7/1/2020 | 6/30/2021 |
| 7/1/2021 | 6/30/2023 |
| 7/1/2023 | 6/30/2025 |

## Legal Entity Information

**Agent of Service Name:**
William Cavanaugh
**Agent of Service Mailing Address:**
14929 Garfield Ave Paramount 90723 CA United States of America

**Corporation Number:**
**Federal Employment Identification Number:**
**President Name:**
William Cavanaugh
**Vice President Name:**
**Treasurer Name:**
Frank Tobias
**Secretary Name:**
Frank Tobias
**CEO Name:**

## Workers Compensation

**Do you lease employees through Professional** No

**Employer Organization (PEO)?:**

**Please provide your current workers compensation insurance information below:**

| | PEO | PEO | PEO |
|---|---|---|---|
| PEO Information | Name | Phone | Email |

Insured by Carrier

**Policy Holder Name:**Insurance Company of the West**Insurance Carrier:** CYPRESS INSURANCE COMPANY**Policy Number:**WSD 5067620 00**Inception date:** 10/1/2022**Expiration Date:**10/1/2023

DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **382736** Entity CORP

Business Name QUALITY FENCE CO INC

Classification(s) C13 C23 B

Expiration Date 10/31/2025 www.cslb.ca.gov

# Contractors Name

**Questions concerning recent construction projects completed:**

1. **Contractor shall provide information about its six most recently completed K-14 projects and its three largest completed private projects within the last five years. Names and references must be current and verifiable.**

Project Name: Bid # 2020-7-FAC-GC
Location: Fencing at Barton, Franklin, Juarez, Loara, Maddison and Stoddard Elem.
Owner: Anaheim Elementary School District
Owner Contact (name, current phone number, and email):
Jana Mills jmills@orangeusd.org

Architect or Engineer: N/A

Architect or Engineer Contact (name, current phone number, and email):
N/A

Construction Manager or General Contractor (name, current phone number, and email):
Henry Castro (714) 517-7549 ext. 4304
hcastro@aesd.org

Description of Project, Scope of Work Performed:
Fence replacement at (6) schools.

Total Value of Construction (including change orders): $1,123,779.00

Original Scheduled Completion Date: 11/11/2020

Time Extensions Granted (number of days): N/A

Actual Date of Completion: 11/11/2020

*Subcontractors only need to provide one of the General Contractor/Owner/Construction Manager for the project. We need at least one contact name, phone number, and email address*

# Contractors Name

**Questions concerning recent construction projects completed:**

1. **Contractor shall provide information about its six most recently completed K-14 projects and its three largest completed private projects within the last five years. Names and references must be current and verifiable.**

Project Name: Controlled Access Modifications
Location: Corona Del Mar HS
Owner: Newport Mesa USD
Owner Contact (name, current phone number, and email):
Jonathan Geissler (714) 424-5063
jgeissler@nmusd

Architect or Engineer: N/A

Architect or Engineer Contact (name, current phone number, and email):
N/A

Construction Manager or General Contractor (name, current phone number, and email):
Leonel Hernandez (714) 424-3610
ldhernandez@nmusd.us

Description of Project, Scope of Work Performed:
Modify existing iron gates.

Total Value of Construction (including change orders): $98,721.00

Original Scheduled Completion Date: 9/13/2023

Time Extensions Granted (number of days): N/A

Actual Date of Completion: 9/13/2023

*Subcontractors only need to provide one of the General Contractor/Owner/Construction Manager for the project. We need at least one contact name, phone number, and email address*

# Contractors Name

**Questions concerning recent construction projects completed:**

1. **Contractor shall provide information about its six most recently completed K-14 projects and its three largest completed private projects within the last five years. Names and references must be current and verifiable.**

Project Name: Fence and Gates
Location: Various locations in the city of los Angeles
Owner: City of Los Angeles
Owner Contact (name, current phone number, and email):
Maria Rodriguez (213)928-9550 Ext.9550
maria.rodriguez@lacity.org

Architect or Engineer: N/A

Architect or Engineer Contact (name, current phone number, and email):
N/A

Construction Manager or General Contractor (name, current phone number, and email):
Larry lopez (213) 473-8572
Larry.lopez@lacity.org

Description of Project, Scope of Work Performed:
Various projects throughout the city:
new chainlink/iron fence and gate installs.

Total Value of Construction (including change orders): $11,000,000.00

Original Scheduled Completion Date: Yearly Contract 8/1/2017 - 8/1/2023

Time Extensions Granted (number of days): N/A

Actual Date of Completion: 8/1/2023

*Subcontractors only need to provide one of the General Contractor/Owner/Construction Manager for the project. We need at least one contact name, phone number, and email address*

# Contractors Name

**Questions concerning recent construction projects completed:**

1. **Contractor shall provide information about its six most recently completed K-14 projects and its three largest completed private projects within the last five years. Names and references must be current and verifiable.**

Project Name: Contract No. 34696 (ITB LB17-068)
Location: Various locations throughout City.
Owner: City of Long Beach
Owner Contact (name, current phone number, and email):
Christina Sarmiento (562) 570-7062

Architect or Engineer: N/A

Architect or Engineer Contact (name, current phone number, and email):
N/A

Construction Manager or General Contractor (name, current phone number, and email):
Oscar Alaniz (562) 570-4888
oscar.alaniz@longbeach.gov

Description of Project, Scope of Work Performed:
Installing Permanent Fencing and Performing Fence Repairs (wrought iron, chain link, blue wave ornamental)

Total Value of Construction (including change orders): $980,000.00

Original Scheduled Completion Date: Yearly Contract 7/31/2017 - 7/31/2023

Time Extensions Granted (number of days): N/A

Actual Date of Completion: 7/31/2023

*Subcontractors only need to provide one of the General Contractor/Owner/Construction Manager for the project. We need at least one contact name, phone number, and email address*

# Contractors Name

**Questions concerning recent construction projects completed:**

1. **Contractor shall provide information about its six most recently completed K-14 projects and its three largest completed private projects within the last five years. Names and references must be current and verifiable.**

Project Name: Contract MA-080-17011587
Location: Various locations throughout the County of Orange
Owner: County of Orange Public Works - Flood Control
Owner Contact (name, current phone number, and email):
Kris Ruiz (714) 955-0846
Kris.ruiz@ocpw.ocpw.ocgov.com

Architect or Engineer: N/A

Architect or Engineer Contact (name, current phone number, and email):
N/A

Construction Manager or General Contractor (name, current phone number, and email):
Ceaser Segura (714) 448-2924
ceaser.segura@ocpw.ocgov.com

Description of Project, Scope of Work Performed:
Install welded wire mesh fencing and gates throughout the county.

Total Value of Construction (including change orders): $1,312,500.00

Original Scheduled Completion Date: Yearly 7/1/2021 - 7/1/2023

Time Extensions Granted (number of days): N/A

Actual Date of Completion: $1,312,500.00

*Subcontractors only need to provide one of the General Contractor/Owner/Construction Manager for the project. We need at least one contact name, phone number, and email address*

PHILADELPHIA
INSURANCE COMPANIES
A Member of the Tokio Marine Group

January 3, 2024

City of Santa Paula

RE: Quality Fence Co. - Prequalification

Quality Fence Co. is currently bonded by Philadelphia Indemnity Insurance Company, and is an account in good standing. Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company has a Certificate of Authority from the Department of the Treasury with an underwriting limitation of $262,671,000 Philadelphia Indemnity Insurance Company is admitted to conduct surety business throughout the United States.

A bonded work program of $1,500,000 single project and $5,000,000 aggregate has been supported by Philadelphia Indemnity Insurance Company. As is customary, final approval of any bond is predicated upon the most current financial and job information available to the underwriter at the time, and is subject to the following.

Specific requests for surety bonds will be given our due consideration based on our underwriting evaluation at the time of the request. This evaluation includes receipt and review of contract terms and conditions and bond format that are acceptable to Philadelphia Indemnity Insurance Company, adequate project financing as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between Quality Fence Co. and ourselves, and we assume no liability to any party if for any reason we do not execute said bonds which may arise solely from this letter of recommendation.

Philadelphia Indemnity Insurance Company

Cynthia J. Young
Account Manager

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**Civil Code § 1189**

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

State of California )
) ss
County of San Bernardino )

On JAN 0 3 2024, before me, C.L. Hernandez, Notary Public, personally appeared Cynthia J. Young, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

C. L. HERNANDEZ
Notary Public - California
Los Angeles County
Commission # 2414374
My Comm. Expires Sep 27, 2026

Signature: _____
C.L. Hernandez, Notary Public

(Seal)

STATE OF CALIFORNIA
**DEPARTMENT OF INSURANCE** **Nº 07927**
SAN FRANCISCO

Amended
# Certificate of Authority

/

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Philadelphia Indemnity Insurance Company

*of* Bala Cynwyd, Pennsylvania *, organized under the laws of* Pennsylvania *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Plate Glass,
Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, and Miscellaneous

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 14th *day of* October, 2004, *I have hereunto set my hand and caused my official seal to be affixed this* 14th *day of* October, 2004.

John Garamendi
*Insurance Commissioner*

*By* Victoria S. Sidbury
for Ida Zodrow Deputy
Asst. Chief Deputy

**NOTICE:**
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 39391

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Melissa Schwartz and Christina Mountz of Alliant Insurance Services, Inc.,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

(Notary Seal)

Notary Public: Morgan Mropp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of January 2024

Edward Sayago, Corporate Secretary
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject: EIR ADDENDUM FOR THE EAST AREA 1 PROJECT AND AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT (HARVEST AT LIMONEIRA PROJECT)

Date: February 21, 2024

Agenda Item: 10.E

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## RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct second reading of and adopt Ordinance No. 1333 entitled "An Ordinance Approving (1) Addendum No. 3 to the Final Supplemental Environmental Impact Report (EIR) Associated with East Area 1 Specific Plan Amendment No. 4 and Amendment No. 3 to the Development Agreement and (2) Amendment No. 3 to the Development Agreement Subject to City Council Approval of East 1 Specific Plan Amendment No. 4."

Staff intends to present the proposed East Area 1 Specific Plan Amendment No. 4 to the Planning Commission for recommendation to the City Council in February 2024, which would then be brought to the City Council for first reading in March 2024 and later for second reading and adoption in April 2024. These dates will depend on each decision-making body's actions.

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## BACKGROUND:

## PROCEDURAL FACTS:

Limoneira Lewis Community Builders, LLC (“Developer” or “Applicant”) has applied for a fourth amendment to the East Area 1 Specific Plan (hereafter, “EA1 SPA”) and a third amendment to the current Development Agreement (“DA Amendment”) for the planned community development known as the Harvest at Limoneira (hereafter, “Harvest”). On January 29, 2024, the Planning Commission and City Council held a joint study session regarding the DA Amendment. At a special meeting that same evening, the Planning Commission held a public hearing and adopted Resolution No. 3858, recommending City Council (i) approve Addendum No. 3 to Environmental Impact Report (EIR) for the EA1 Specific Plan Amendment and (ii) adopt an ordinance approving the DA Amendment subject to Council approval of EA1 Specific Plan Amendment No. 4. On February 13, 2024, the City Council, after a noticed public hearing, adopted Resolution No. 7500 approving EIR Addendum No. 3, and introduced and waived first reading of Ordinance No. 1333 approving the DA Amendment subject to Council approval of EA1 Specific Plan Amendment No. 4. The EA1 SPA is not before the City Council this evening and will be presented for Planning Commission consideration at its regular meeting in February. It is discussed in this report for a

fuller picture of the Harvest Project.

Since the first model opening in June 2019, Harvest has experienced a strong and steady demand for residential housing with 586 homes completed and occupied, and another 121 homes under construction to date. Throughout Ventura County, there is a lack of housing supply, including affordable new single family residential and multi-family. In contrast, commercial office and retail in Ventura County continue to experience insufficient demand due to increasing vacancy and rent concessions with no recovery forecasted in the near future. Within East Area 1 certain commercial and civic use areas have existing overlay zoning for residential and multi-family uses.

Due to the elementary school 10.3-acre site not being feasible for the school district and a lack of commercial use demand, the Developer is proposing to add 550 residential units consisting of 300 for rent multifamily units, and 250 for sale residential units across Phase I (Haun Creek Neighborhood) and II (Foothill Neighborhood). In August of 2022, Developer requested the additional 550 units and asked for the City Council's preliminary approval to move the process forward with the appointment of an Ad Hoc committee to assist staff in negotiations. On December 21, 2022, then-Mayor Sobel appointed then-Councilmembers Cornejo and Crosswhite to the new Development Agreement Negotiation Team Ad Hoc Committee.

The infrastructure to service East Area 1 has been oversized based on City requirements and has sufficient capacity to service the proposed 550 residential units. East Area 1 future development provides the residential housing in conformance with the land use zoning of the 2040 General Plan and is a critical source of future residential housing for the City of Santa Paula to meet the State- mandated future Housing Element requirements identified within the regional Housing Needs Assessment (RHNA). Furthermore, if the proposed third amendment to the development agreement is approved, the Developer would pay $5.5 Million toward the offsite affordable housing project known as Arrive Santa Paula, generating units that will provide 45% (298 units) of the City's total unit requirement, 39% (40 units) of the City's Very-Low Income requirement, and 103% (122 units) of the City's Low-Income requirement, for the current RHNA cycle.

## ANALYSIS:

### PROJECT OVERVIEW

#### East Area 1 Specific Plan Amendment

*Approved East Area 1 Specific Plan (EA1 SP-3)*

The East Area 1 Specific Plan (EA1 SP-3) was first approved by the City Council in 2008, and was later amended on January 2015 and November 2015. A land use map of the approved plan is attached as Attachment A.

As currently approved, the East Area 1 Specific Plan reserves approximately 80 acres in the northern portion of the Specific Plan area as open space; allows development of up to 1,500 residential units complemented by parks, schools, and other public facilities; and allows for a small amount of neighborhood commercial and business park uses. Primary access to the Specific Plan area is currently provided by Hallock Drive. Santa Paula Street will be extended from the west by a new bridge that will go over Santa Paula Creek to provide additional access in accordance with the approved Specific Plan.

The existing East Area 1 Specific Plan is organized by districts and neighborhoods. The Open Space District includes the open space and agricultural preserve areas in the northern portion of the Specific Plan area and open space buffer areas along Santa Paula Creek and Haun Creek on the western and eastern edges of the Specific Plan area, respectively. The Haun Creek and Foothill Residential Neighborhoods are located in the eastern portion of the Specific Plan area. The Santa Paula Creek Residential Neighborhood is located in the western portion of the Specific Plan area. In addition to these residential neighborhoods, the Specific Plan established a Civic District in the southwestern portion of the Specific Plan area that includes a 35-acre community park (Sports Park) and sites for school facilities, and the Hallock Center District along the southern edge of the Specific Plan area, where development of residential, commercial and business park uses are allowed.

To date, approximately 600 homes have been built in the Haun Creek Neighborhood and Hallock Center District. The first phase of the Sports Park located in the western portion of the Specific Plan area is currently under development. Since approval of the November 2015 Specific Plan Amendment, Santa Paula Unified School District determined the northern site in the Civic District reserved for development of an elementary school was no longer needed and residential development of this site with 121 of the previously approved 1,500 residential units was approved by the City.

*Proposed East Area 1 Specific Plan Amendment (EA1 SPA)*

The proposed EA1 SPA would amend the current East Area 1 Specific Plan and is referred to as the East Area 1 Specific Plan Amendment ("EA1 SPA"). The plan amendment is in response to the increased need for additional housing in Santa Paula and Ventura County. An associated amendment to the approved Development Agreement, which amendment is described further below, is also proposed. In addition, recent plans for commercial and business park development within the City's 95-acre East Gateway planning area, located immediately south of the East Area 1 Specific Plan area has reduced the demand for commercial and business park uses in the East Area 1 Specific Plan area. The below table shows the proposed EA1 SPA land uses in comparison to the approved land uses.

**EAST AREA 1 LAND USE SUMMARY**

| Land Use | Approved[a] | | | Proposed[b] | | | Change |
|---|---|---|---|---|---|---|---|
| | acres | units/size | du/ac | acres | units/size | du/ac | |
| **Residential** | | | | | | | |
| Haun Creek Neighborhood/Hallock Center East (Phase I) | 86.2 | 632 du | 7.3 | 96.6 | 707 du[c] | 7.3 | 75 du |
| Foothill Neighborhood (Phase II) | 98.0 | 492 du | 5.0 | 98.0 | 554 du | 5.7 | 62 du |
| Santa Paula Creek Neighborhood (Phase III) | 50.0 | 376 du | 7.5 | 50.0 | 489 du | 12.2 | 113 du |
| Hallock Center West (Phase I) | 0 | 0 du | 0 | 17.9 | 300 du | 16.8 | 300 du |
| *Subtotal* | *234.2* | *1,500 du* | *6.4* | *262.5* | *2,050 du* | *7.8* | *550 du* |
| **Commercial/Industrial** | | | | | | | |
| Light Industrial – Hallock Center West | 13.5 | 25,000 sf | - | 0 | 0 sf | - | -25,000 sf |
| Commercial – Hallock Center West | 4.4 | 215,000 sf | - | 0 | 0 sf | - | -215,000 sf |
| *Subtotal* | *17.9* | *240,000 sf* | - | *0* | *0 sf* | - | *-240,000 sf* |
| **Civic/Institutional** | | | | | | | |
| Schools – Civic District[d] | 19.2 | - | - | 8.3 | - | - | -10.9 ac |
| *Subtotal* | *20.2* | - | - | *9.8* | - | - | *-10.4 ac* |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Open Space, Parks, and Agriculture** | | | | | | | |
| Public Athletic Fields (OS-3) | 37.8 | - | - | 37.8 | - | - | 0 ac |
| Parks/Greenways (OS-2) | 55.2 | - | - | 55.2 | - | - | 0 ac |
| Open Space Preserve (OS-1) | 77.3 | - | - | 77.3 | - | - | 0 ac |
| Agricultural Preserve (AG) | 55.0 | - | - | 55.0 | - | - | 0 ac |
| *Subtotal* | *225.3* | - | - | *225.3* | - | - | *0 ac* |
| **TOTAL** | **497.6** | | | **497.6** | | | **0 ac** |

Notes:

a – Approved land uses as defined in 2015 East Area 1 SP SEIR

b – Proposed land uses as defined in the 2024 Draft Proposed East Area Specific Plan SP-3

c – The Haun Creek West Neighborhood includes the 10.4 acre site previously reserved for development of an elementary school and approved for development of 121 residential units

d – Reflects Santa Paula Unified School District previously declining use of one of two available school sites and prior City approval of residential units on this site

Attachment B identifies the approved tentative tract maps and shows existing and planned development within the Specific Plan Area. The proposed amendment to the East Area 1 Specific Plan would increase the number of housing units allowed within the Haun Creek, Foothill and Santa Paula Creek Neighborhoods and Hallock Center District by 550 units from 1,500 to 2,050 units, as shown in Attachment B. The 2,050 units includes 1,750 single family units and potentially 300 rental units (150 duplexes).

Assisted living units would no longer be developed. The 19.2 acres reserved for development of school facilities by the Santa Paula Unified School District (SPUSD) would be reduced to a 8.3-acre site due to the SPUSD decision not to use the site for a school. No changes to the approximately 225 acres of park and open space areas defined in the Approved Specific Plan are proposed. The number of acres provided for the Community Park (Sports Park) and neighborhood parks would also remain the same.

**Development Agreement Amendment No. 3**

*Approved 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 Agreement would allow up to 1,500 residential units (including apartment 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, Developer 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 Developer 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 Developer 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 have also been executed throughout the years to clarify and interpret the Development Agreement terms, as permitted by the Development Agreement.

*Proposed Amendment No. 3 to Development Agreement (Amendment No. 3)*

The proposed Amendment No. 3 to the Development Agreement ("Amendment No. 3") is necessary to implement the East Area 1 Specific Plan Amendment's addition of 550 residential units. (See Attachment C.) Proposed Amendment No. 3 was the result of extension negotiations between the City and Developer, including input from an ad hoc committee of the City Council, comprised of then-Councilmembers Cornejo and Crosswhite. Considerable credit was granted for public infrastructure and utilities constructed by the Developer as part of the original 1500-home project. Instead, the focus of negotiations was placed on completion of the regional sports park and on affordable housing.

As a result of those negotiations, the parties agreed to the following key terms in exchange for the 550-unit increase:

**Santa Paula Creek Sports Park**

Except for turf and irrigation features, Phase 1 of the Sports Park would be completed and accepted by the City no later than March 15, 2024. The turf and associated irrigation for Phase 1 is currently inadequate and will likely not be ready for acceptance until after March 2024. Developer would pay up to $200,000 toward Phase 1 turf and irrigation and would continue to work alongside City to establish turf and irrigation satisfactory to the City. In addition, Developer has agreed to waive City's reimbursement of up to $850,000 that Developer incurred in the construction of Phase 1 in excess of Developer's agreed contribution to the Sports Park of $6,000,000 (as adjusted for inflation) plus Developer's payment of the additional Joint Civic Facilities in Lieu Fee of $5,000.000 that was allocated to the Sports Park.

In addition to the contributions described above, Developer would pay up to $4,000,000 for supplemental sports park improvements. Phase 1 supplemental improvements include, for example, overhead lighting, a pickle ball court, and a restroom/concession building.

Construction of the supplemental improvements would begin 120 days after the effective date of Amendment No. 3 or the City's approval of plans for the supplemental improvements, whichever occurs later.

In addition, the City would use Community Facilities District (CFD) No. 1 bond proceeds to reimburse the Developer for the roughly 37 acres of sports park land that had been dedicated to the City under the original Development Agreement. The land is to be valued at $300,000/acre, which is the cost specified in the City's 2016 Development Impact Fee (DIF) Study. If there are insufficient funds in CFD bond proceeds to fully reimburse the Developer for the park land dedication and other eligible Public Facilities (as defined in the amendment), the

City will not be responsible for the unreimbursed amount.

**Water Rights**

For final tract maps recorded this year and after, the amendment would require Developer to transfer groundwater production rights equivalent to demand rates set forth in the current East Area One Potable Water System Master Plan (PWMP). The Developer must perform a water use study and monitoring program one year after the issuance of the last certificate of occupancy for each final map to determine the actual per capita water use for the residential users within Harvest. Depending on the actual per capita residential water use rate, Developer must transfer additional rights to the City if actual use exceeds the 64 gpd rate or the City must credit water rights to the next final tract map if the actual per capita use rate is below 64 pgd. A maximum amount of water rights will be determined based on an updated PWMP.

**Traffic Circulation Infrastructure**

The Developer must complete the following traffic improvements according to the specifications and milestones indicated:

1. Santa Paula Creek Bridge will be completed as required by the Ventura County Fire District (VCFD).
    a. Start construction within 12 months after receiving all required permits and plan approvals, and subject to the Army Corps of Engineers 408 permit restrictions which allow work in the Santa Paula Creek only during the dry season (May – September).
    b. Complete. No building permits or certificates of approval will be issued beyond the first 1,261 units approved through Phase II (Foothill Neighborhood) until the bridge is substantially completed and available for emergency access use.
    c. Before starting construction and issuance of the first building permit in the Foothill Neighborhood, enter into an offsite improvement agreement with the City to secure timely completion of the bridge and provide a performance bond in the approximate amount of $11,000,000. A draft form of the improvement agreement is attached as Exhibit K to the proposed Amendment No. 3. The final improvement agreement will go before the City Council for approval in February, and it should be noted that certain terms in the form improvement agreement attached as Exhibit K continue to be negotiated (e.g. bond amount, liquidated damages, and use of eminent domain).
    d. Developer will use good faith and commercially reasonable efforts to construct an additional temporary emergency access connecting the Harvest project to E. Telegraph using Dike Road and/or Texas Lane. When this access road is complete, an emergency access easement will be granted to VCFD, City, and Ventura County Watershed Protection District.
2. Before or concurrent with the Santa Paula Creek Bridge completion:
    a. Install a traffic signal and reconfigure the intersection of 12th S treet and Santa Paula Street.
    b. Reconfigure and widen intersection of Ojai Road (SR-150)/10th Street and Santa Paula Street.
    c. Reconfigure the intersection of Palm Avenue and Santa Paula Street.
    d. Before the 1000th Certificate of Occupancy, widen and reconfigure the intersection at SR-126 and Hallock Drive.

**Development Impact Fees**

For each unit in excess of the first 1500 units in the East Area 1 project site, Developer will pay the following development impact fees.

Police Facilities

A fee of $1,818 per unit (or $1,000,000 total) toward the completion of the Police Station upgrade and expansion.

Civic Facilities

A fee of $636 per unit (or $350,000 total) to help fund City Hall and Corporate Yard renovations.

Library Facilities

A fee of $2,180 per unit (or $1,200,000 total) for the expansion of City library facilities.

Traffic and Circulation Improvements

A fee of $2,000 per unit to fund circulation and beautification improvements on Telegraph Road between Hallock Drive and 12th Street.

Bike Trail Extension Project

A fee of $1,000 per unit (or $550,000 total) to fund the proposed extension of the existing bike trail adjacent to the railroad tracks out to the Sports Park. This is a new term in the Development Agreement.

Wastewater Facilities

A sewer connection fee of $780 per unit (or $429,000 total) and a wastewater facilities fee of $4,127.34 per unit for the 1501st through 1750th unit. Developer will be exempt from the wastewater facilities fee for the last 300 units (the 1751st through 2050th unit) based on credit for wastewater facilities fees already paid/required under the existing Development Agreement terms.

**Public Benefit Housing**

For each unit in excess of the first 1500 units in the East Area 1 project site, Developer would pay $500 per unit (or $275,000 total) into the Down Payment Assistance Fund. The Down Payment Assistance Fund is intended to offset the down payment on a home either within the Harvest project or outside the project but within the city limits. Homebuyers must apply to the City's Public Housing Program to receive funds. The program gives priority in the following order (i) public safety employees employed by the City, (ii) other employees of the City whose tenancy furthers the inclusionary housing goals of the City, (iii) public school teachers, (iv) other governmental employees whose employment necessitates residence in the City, (v) employees of hospitals located within the City, and (vi) any other qualified participants. Recipients must earn a gross annual income that does not exceed one hundred fifty percent (150%) of the Ventura County median household income. Funds are available until exhausted.

**Inclusionary Housing**

Instead of providing affordable housing units within the Harvest, Developer would make the following contributions to the City's Affordable Housing Trust Fund (AHTF) to construct affordable housing. For the first 1500 units, Developer would pay $6,500.000 into the AHTF for each market rate unit pursuant to the terms of the existing Development Agreement. For the additional 550 units, Developer would pay $5.5 Million into the AHTF to help finance Rise Santa Paula, a pending affordable housing project to be located at 18004 E. Telegraph Road.

Should the City not finance Rise Santa Paula for any reason, Developer would (i) contribute a total of $5,500,000 plus an annual increase of $ 400,000 per year commencing on January 1, 2025, up to a maximum payment of $ 8,250,000 to the AHTF to be used for an alternative offsite rental housing development of at least 50 very-low and low-income units, as determined by City (a "Replacement Project Contribution"). If no Replacement Project Contribution has been made prior to issuance of the 1,501st certificate of occupancy, Developer would pay an in lieu fee to the AHTF of $15,000 per unit prior to issuance of each certificate of occupancy.

**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 two additional Addendums to the 2015 SEIR and 2008 EIR evaluating minor changes to the approved Specific Plan.

CEQA authorizes the preparation of an Addendum to a previously certified EIR if the proposed changes to a project can be addressed by changes or additions to the EIR, but none of the conditions requiring preparation of a Subsequent EIR set forth in State CEQA Guidelines section 15162 have occurred. An addendum to an EIR is appropriate where:

1. No substantial changes are proposed in the Project that would require major revisions of the previous EIR due to the occurrence of new significant effects or a substantial increase in the severity of previously identified significant impact;
2. No substantial changes in circumstances under which the Project is undertaken would occur that would require major revisions of the previous EIR due to the occurrence of new significant environmental effects or a substantial increase in the severity of previously identified effects; and
3. No new information of substantial importance has been discovered that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was prepared.

The City Council adopted Resolution No. 7500 approving EIR Addendum No. 3. An addendum to the previously certified EIR for the Project is appropriate because a review of current conditions and the amended Project demonstrates the following:

1. The amended Project would not have one or more significant effects not discussed in the

previous EIR;
2. Significant effects previously examined would not be substantially more severe than shown in the Final EIR;
3. There are no new mitigation measures or alternatives previously found not to be feasible that would now in fact be feasible that would substantially reduce one or more significant effects of the amended Project, and that the amended Project proponents decline to adopt; and
4. No new mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, and that the amended Project proponents decline to adopt, are recommended.

(State CEQA Guidelines, § 15162(a).)

EIR Addendum No. 3 (Addendum No. 5 to the 2008 EIR and Addendum 3 to the 2015 SEIR) approved by Council evaluates the proposed amendment to the approved Development Agreement and Specific Plan. Based on the information contained in this Addendum, the proposed changes to the Project allowed by the Development Agreement as currently approved would not result in any new significant impacts or any substantial increase in severity of the significant impacts identified in the 2008 EIR and 2015 SEIR as updated by the previously prepared Addendums. Additionally, no new information of substantial importance has been identified that indicates the amended Project would result in any new significant impacts or any substantial increase in the severity of the significant impacts identified in the Final EIR.

**STRATEGIC PLAN:**

Though this item does not promote a specific objective in the City's 2-Year Strategic Plan, it furthers the following general goal: "Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating."

**FISCAL IMPACTS:**

The Development Agreement between LLCB and the City represents the results of a lengthy negotiation process whereby the developers have agreed to the payment of numerous impact fees, while receiving credit for others. These fees are generally in line with the City's adopted Fee Schedule, but a comparative analysis has not been conducted nor would be required. The request for increased housing units represents economic impacts and increased municipal services and resources which were also not fully studied by the City.

**OPTIONS:**

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

1. Decline to adopt the ordinance.
2. Continue the item to gather more information.

**ATTACHMENTS:**

Att A - Approved EA1 Land Use Map.pdf
Att B - Proposed Add'l Units Layout
Att C - Ordinance 1333 re Limoneira DA 3rd Amendment (2nd Reading)




FIGURE **2-1**

# Approved Land Use Plan

| Area | Acres | Approved Units | Proposed Units | Variance | Du/Ac |
|---|---|---|---|---|---|
| Phase I - Haun Creek / Hallock | 71 | 632 | 586 | (46) | 8.3 |
| Phase I - Elementary School Site | 11 | 0 | 121 | 121 | 11.5 |
| Phase II - Foothill | 98 | 492 | 554 | 62 | 5.7 |
| Phase III - Santa Paula | 50 | 376 | 489 | 113 | 9.8 |
| Commercial - Hallock | 18 | 0 | 300 | 300 | 16.9 |
| **Total** | **247** | **1,500** | **2,050** | **550** | **8.3** |

*LAND USE DATA*

- *– HALLOCK CENTER*
- *– NEIGHBORHOOD RESIDENTIAL*
- *– COMMERCIAL*
- *– CIVIC – SCHOOL*
- *– OPEN SPACE – AG*
- *– OPEN SPACE – PARK*

200' 100' 0' 200' 400'

GRAPHIC SCALE: 1"=200'

OPEN SPACE

PHASE II - FOOTHILL
TRACT 6001
554 Units

PARK
2.1 AC

TRACT 5991

TRACT 5989

TRACT 5988

PHASE I - HAUN CREEK
586 Units

TRACT 5990

TRACT 5986

TRACT 5992

PARK
1.5 AC

TRACT 5987

PHASE III - SANTA PAULA CREEK
TRACT 6000
489 Units

THE FARM HOUSE

PHASE 1D
PARCEL 6065
121 Units

SPORTS PARK

TRACT 5985

LOWER BASIN PARK

300 Units

HARVEST
– AT LIMONEIRA –

# ATTACHMENT C

# Ordinance No. 1333

**ORDINANCE NO. 1333**

**AN ORDINANCE APPROVING (1) ADDENDUM NO. 3 TO THE FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT (EIR) ASSOCIATED WITH EAST AREA 1 SPECIFIC PLAN AMENDMENT NO. 4 AND AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT AND (2) AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT SUBJECT TO CITY COUNCIL APPROVAL OF EAST AREA 1 SPECIFIC PLAN AMENDMENT NO. 4**

The Planning Commission of the City of Santa Paula does resolve as follows:

SECTION 1: The Planning Commission 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 development includes up to 1,500 residential units, an estimated 240,000 square feet of office, retail, light industrial and assisted living facilities, 19 acres for educational and other civic facilities and approximately 223 acres of undeveloped land including open space and agricultural preserves, parks and greenways ("Project").

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Developer" or "Applicant") 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 Developer 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 Developer 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 have also been executed throughout the years to clarify and interpret the Development Agreement terms, as permitted by the Development Agreement.

F. Associated with a pending fourth amendment to the East Area 1 Specific Plan and General Plan Amendment that will be considered by the Planning Commission at its regular February meeting and later by the City Council at a regular meeting in March,

Developer now seeks approval of Amendment No. 3 to the Development Agreement ("Amendment No. 3").

G. Amendment No. 3 would among other things (i) vest the Applicant's right to construct the project with up to 550 additional units consistent with the 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 Developer to enter into an offsite improvement agreement and post bonds to ensure the timely completion of the Santa Paula Creek Bridge, and (iv) require Developer 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 ("Amended Project").

H. On January 29, 2024, 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. 3 were heard and at which time Amendment No. 3 was comprehensively reviewed.

I. On February 13, 2024, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with Amendment No. 3 were heard and at which time Amendment No. 3 was comprehensively reviewed. Following public testimony, the City Council adopted Resolution No. 7500 approving EIR Addendum No. 3 for the Amended Project and introduced by title and waived first reading of Ordinance No. 1333.

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. 3 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 1.6 Grid development pattern. Encourage continued use of the grid pattern in new development to enhance access and walkability.
    b. Policy LU 1.8 Quality development. Encourage quality development that:
        i. Contributes significant social, economic and aesthetic benefits to Santa Paula and its citizens.
    c. 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.

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 current East Area 1 Specific Plan (EA1 SP). An amendment to the EA1 SP is pending (EA1 SPA). If approved, the EA1 SPA will increase the maximum units from 1500 to 2050, and allow for any changes in land uses described in Amendment No. 3. A General Plan textual amendment is also in process to replace references to the current EA1 SP with the proposed EA1 SPA. **Therefore, this finding of consistency with the applicable specific plan is subject to City Council approval of the proposed EA1 SPA and General Plan Amendment.**

B. *Amendment No. 3 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. 3 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 current East Area 1 Specific Plan (EA1 SP). An amendment to the EA1 SP is pending (EA1 SPA). If approved, the EA1 SPA will increase the maximum units from 1500 to 2050, and allow for any changes in land uses described in Amendment No. 3. A General Plan textual amendment is also in process to replace references to the current EA1 SP with the proposed EA1 SPA. **Therefore, this finding is subject to City Council approval of the proposed EA1 SPA.**

C. *Amendment No. 3 will promote public convenience, general welfare and good land use practice*. Amendment No. 3 will promote public convenience, general welfare and good land use practice because the amendment will ensure that the Developer installs and pays for the infrastructure necessary for the additional 550 units and provides funds for affordable housing for very-low and low income households, and the amendment will allow for the most efficient and logical development of the property governed by Amendment No. 3 and applicable City land use controls.

D. *Amendment No. 3 will not adversely affect the orderly development of property or the preservation of property values*. Amendment No. 3 will not adversely affect the orderly development of property or the preservation of property values because the amendment provides for the timely completion of infrastructure necessary for the Project, additional public benefits such as additional contributions for the City's down payment assistance program, and development impact fees to cover any increased demands on public facilities and services, such as the police department, among other reasons.

E. *Amendment No. 3 will promote and encourage the development of the proposed project*. Amendment No. 3 will promote and encourage the development of the proposed project because it establishes timeframes for orderly development within

the project including construction of the Santa Paula Creek Bridge, traffic circulation improvements, as well as funding to complete a community sports park.

F. Amendment No. 3 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 City Council makes the following 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 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 (these documents are collectively referenced herein as the "Final EIR").

B. The California Environmental Quality Act (CEQA) authorizes an addendum to a previously certified EIR if, as a result of changes to the project at issue in the EIR, changes or additions to the EIR are needed, but none of the conditions permitting preparation of a Subsequent EIR set forth in State CEQA Guidelines section 15162 have occurred.

C. The City has prepared EIR Addendum No. 3 to the 2015 SEIR ("EIR Addendum No. 3").

D. EIR Addendum No. 3 is appropriate because the Amended Project demonstrates the following:

1. The Amended Project would not have one or more significant effects not discussed in the Final EIR;

2. Significant effects previously examined would not be substantially more severe than shown in the Final EIR;

3. There are no new mitigation measures or alternatives previously found not to be feasible that would now in fact be feasible and that would substantially reduce one or more significant effects of the Amended Project; and there are no new mitigation measures or alternatives that the Amended Project proponents decline to adopt; and

4. No new mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR that would substantially reduce

one or more significant effects on the environment, and that the Amended Project proponents decline to adopt, are recommended.

SECTION 4:. *Approval*. The City Council hereby:

A. Adopts the findings and analysis in Council Resolution No. 7500 approving EIR Addendum No. 3, which is incorporated by this reference as if fully set forth herein.

B. Approves Amendment No. 3 attached as Exhibit "A" and incorporated by reference. The City Council authorizes the City Manager, or the City Manager's designee, to execute Amendment No. 3 on behalf of the City in a form approved by the City Attorney.

SECTION 5: *Reliance on the Record*. Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

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. 3 with the Ventura County Recorder within ten calendar days after the City enters into Amendment No. 3 with the Developer.

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

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PASSED AND ADOPTED this 21st day of February 2024.

_____

Leslie Cornejo, Mayor

ATTEST:

_____

Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

_____

Monica Castillo, City Attorney

EXHIBIT A

Development Agreement Amendment No. 3

[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

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Space above this line for Recorder's Use Only

# AMENDMENT NO. 3 TO THE FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

This Amendment No. 3 to the First Amended and Restated Development Agreement (the "Third Amendment"), dated March___, 2024 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 ("DEVELOPER"), 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 an Amended and Restated Development Agreement ("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 Developer again amended the Original 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. The Original Development Agreement and Amendment Nos. 1 and 2, as clarified and supplemented with all Operating Memoranda executed by the parties as of the Effective Date of this Third Amendment, are collectively referred to herein as the "Development Agreement";

D. In conjunction with this Third Amendment, the Developer is applying for an amendment to the Amended Specific Plan SP-3 ("SP Amendment No. 4") and Addendum No. 3 to the EAO EIR, which revises the permitted uses on the Project Site to remove the previously approved 25,000 square feet of light industrial uses, to reduce the land designated for civic/institutional uses from approximately 20.2 acres to approximately 8.3 acres and to allow an additional 550 residential uses, with potentially up to 300 of the total 2,050 units designated for for-rent, multi-family housing.

E. The purpose of this Third Amendment is to, among other changes, 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 SP Amendment No. 3, and to revise the Development Agreement to address these additional units.

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. **New Exhibits; Operating Memoranda.**

A. The below listed Exhibits A-1 through E ("Original Exhibits") are attached to and incorporated into the Development Agreement:

Exhibit A-1: Map of East Area 1
Exhibit A-2: Legal Description of Project Site
Exhibit B: Location of Proposed Mitigation Parcels
Exhibit C: Development Agreement - East Area 1 Specific Plan Public Benefits
Exhibit D: Operating Memorandum No. 2
Exhibit E: Resolution No. 6230 Exhibit "A" (Summary of Development Impact Fees by Type of Fee)

The following exhibits to this Third Amendment ("New Exhibits") are hereby added to the Development Agreement. The New Exhibits are incorporated into or else supplement the Development Agreement.

| **Third Amendment Exhibit** | **New Lettered Exhibit to Development Agreement** |
|---|---|

| | |
|---|---|
| Exhibit A: Supplemental Sports Park Improvements | Exhibit F: Supplemental Sports Park Improvements |
| Exhibit B: Sports Park Implementation Agreement | Exhibit G: Sports Park Implementation Agreement |
| Exhibit C: First Amendment to Sports Park Implementation Agreement | Exhibit H: First Amendment to Sports Park Implementation Agreement |
| Exhibit D: Sports Park Phase 1 Punch List | Exhibit I: Sports Park Phase 1 Punch List |
| Exhibit E: Operating Memorandum No. 3 | Exhibit J: Operating Memorandum No. 3 |
| Exhibit F: Operating Memorandum No. 4 | Exhibit H: Operating Memorandum No. 4 |
| Exhibit G: Operating Memorandum No. 5 | Exhibit I: Operating Memorandum No. 5 |
| Exhibit H: Operating Memorandum No. 6 | Exhibit J: Operating Memorandum No. 6 |
| Exhibit I: Operating Memorandum No. 7 | Exhibit K: Operating Memorandum No. 7 |
| Exhibit J: Operating Memorandum No. 8 | Exhibit L. Operating Memorandum No. 8 |
| Exhibit K: Form of Offsite Improvement Agreement | Exhibit M: Form of Offsite Improvement Agreement |

In the event of a conflict between the New Exhibits and the Original Exhibits, the New Exhibits will control.

B. Operating Memoranda Nos. 3-8 attached to this Third Amendment as Exhibits E through J, respectively, are hereby added as addenda to the Development Agreement pursuant to Section 10.1.1 of the Development Agreement.

2. **Revisions to Article 2.** Article 2 (Description of the Project) of the Development Agreement is amended as follows:

A. Section 2.1 of the Development Agreement is amended in its entirety to state as follows:

**"2.1 In General.** The term "Project" means the development of the Project site as described in the "Project Approvals" (defined in Section 2.2 below). Without limiting the foregoing, the Project includes up to 2,050 total residential units, approximately 8.3 acres for educational facilities (future elementary school site), and approximately 225.3 acres of park, green space, open space, and agricultural land."

B. Section 2.2 of the Development Agreement is amended to add the following sentence at the end of the section:

> "Project Approvals also mean and include the 2024 amendment to the Amended Specific Plan SP-3 ("SP Amendment No. 4") and Addendum No. 3 to the East Area One (EAO) EIR, which revises the permitted uses on the Project Site to remove the previously approved 25,000 square feet of light industrial uses, to reduce the land designated for civic/institutional uses from approximately 20.2 acres to approximately 8.3 acres, and to allow an additional 550 residential uses, with potentially up to 300 of the total 2,050 units designated for for-rent multi-family housing."

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

A. The following new subdivision (b) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(b) Additional Santa Paula Creek Sports Park Improvements. In addition to the park improvements specified in Section 3.1.1(a) above (as modified by the Sports Park Implementation Agreement, dated March 17, 2021 and attached hereto as Exhibit B, and the First Amendment thereto, dated January 6, 2023 and attached hereto as Exhibit C) (together, the "Sports Park Implementation Agreement") which improvements are expected to be completed by Developer and turned over to the City in Spring 2024 ("Sports Park Phase 1"), Developer shall construct the additional improvements set forth in Exhibit A in accordance with improvement plans developed in cooperation with Developer and approved by City (the "Supplemental Sports Park Improvements"). Notwithstanding any contrary provision in the Sports Park Implementation Agreement, as amended, Developer's costs for constructing the Supplemental Sports Park Improvements shall not exceed a total of Four Million Dollars ($4,000,000), although City may request, and Developer must construct, additional improvements at City's cost, which shall be paid according to the process and procedures set forth in the Sports Park Implementation Agreement. Developer shall commence construction of the Supplemental Sports Park Improvements within 120 days following the later to occur of (i) the Effective Date of Amendment No. 3 to the First Amended and Restated Development Agreement (the "Third Amendment"), and (ii) City approval of the improvement plans for the Supplemental Sports Park Improvements."

B. The following new subdivision (c) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(c) Santa Paula Creek Sports Park Phase 1 Improvements Acceptance and Excess Costs. Upon completion of the outstanding punch list items on Exhibit I, other than items 2 – 4 concerning inadequate turf and irrigation establishment, and in no event later than March 15, 2024, City agrees to accept the Phase 1 Park Improvements and assume all ownership and maintenance obligations with respect thereto. Notwithstanding the foregoing, Developer shall remain obligated to continue working with the City on establishing the turf areas and any associated turf irrigation system (together, "turf establishment") to the City's reasonable satisfaction, at Developer's expense, up to a maximum additional cost to Developer of Two Hundred Thousand Dollars ($200,000). In the event the costs to ensure turf establishment exceed the foregoing limit and LLCB refuses to otherwise pay for the costs to ensure turf establishment in excess of the $200,000, the parties agree that the City shall be permitted to use the Fiscal Shortfall Deposit to fund the additional costs up to $1,000,000, subject to the requirement that City and Developer cooperate in good faith to pursue all available remedies against the contractor and landscape architect regarding costs for turf establishment. Notwithstanding any contrary provision in the Sports Park

Implementation Agreement, and subject to City's timely acceptance of improvements and assumption of maintenance responsibilities as described in this Section 3.1.1(c) above, Developer also agrees to waive City's payment of costs incurred by Developer in constructing Phase 1 of the Santa Paula Creek Sports Park, in excess of available City funds, up to a maximum of Eight Hundred Fifty Dollars ($850,000), which amount is in addition to the $200,000 in additional turf establishment costs described above."

C. The following new subdivision (d) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(d) CFD Reimbursement for Developer's Dedication of Land. City and Developer agree that the fair market value of the approximately 37 acres of land to be dedicated to the City pursuant to Section 3.1.1(a) valuated for park use at the cost specified in the City's 2016 DIF study, i.e. $300,000/acre (the "Parkland Dedication") shall be included in the total cost of the Santa Paula Creek Sports Park to be reimbursed to Developer out of the Project CFD bond financing. The parties agree to cooperate in good faith and take such actions as may be reasonably required to amend the Acquisition Agreement for the Project CFD to include reimbursement of the Parkland Dedication, and to take such other and further actions as may be reasonably necessary to effectuate the reimbursements described herein. In the event there are insufficient CFD bond proceeds to fully reimburse Developer for the Parkland Dedication and all other eligible Public Facilities (as defined in the Acquisition Agreement, as may be amended), the City will not be responsible for any unreimbursed amount."

D. Section 3.2.2 of the Development Agreement is amended in its entirety to state as follows:

"**3.2.2 Dedication of Water Rights.**

(a) Final Maps Before January 1, 2024. This paragraph governs the dedication of water rights to the City with respect to final maps recorded before January 1, 2024 ("Initial Water Rights Dedication Period"). The City's 2005 Urban Water Management Plan (UWMP) Update used demand rates for estimating future water demand of 132 gallons per day (gpd) per capita, whereas the City's 2005 Potable Water Master Plan used a demand rate of 163 gpd per capita. The Water Supply Assessment (WSA) for the East Area 1 Specific Plan utilized both the 132 and 163 rates provided in the UWMP and the Potable Water Master Plan and concluded that the annual average water demand for the proposed East Area 1 Specific Plan was between approximately 1,174.4 acre-feet per year (AFY) and 1,359.2 AFY. The SPMC defines a project's "Projected Demand For Water" as "including an allowance of 25% for potential future increases in the quantity of water required." Upon recordation of the first final map, Developer must transfer groundwater production equivalent to the Demand Rates set forth in Table 8 of the Water Supply Assessment for the uses encompassed in the tract map, plus 25%. Developer must perform a water use study

and monitoring program called for in the WSA one year after the last certificate of occupancy for said tract map to determine the actual per capita use for residential users within the Project. To the extent that the actual per capita residential use exceeds the 132 gpd rate, then Developer must transfer additional water rights to City, if any, in excess of the 25% buffer. 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 to satisfy the water demand of the second tract map. The actual per capita residential use rate for the first tract map, or 163 gpd, whichever is less, will be used to calculate the projected water demand for the uses in the second final tract map which, together with the 25% buffer, must be transferred to City before recordation of the second final tract map. This procedure must be repeated for every final map through buildout of the Project. The total groundwater rights that Developer may be required to transfer to the City during the Initial Water Rights Dedication Period cannot exceed 1,699 AFY (163 gpd per capita residential use, with the 25% buffer). The groundwater rights transferred to City pursuant to this paragraph are subject to Developer's right to use such water for construction and irrigation purposes as set forth in Section 8.6.1 below.

(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 Amendment dated July 25, 2022 based on actual water usage data for the 316 single-family homes occupied for all of 2022 and is pending approval. The yet-to-be approved PWMP is referred to hereafter as the "Final PWMP". 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. 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. 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."

E. Section 3.3.2 (Traffic Circulation Infrastructure), as previously amended in Amendment No. 2 to the Development Agreement, is further amended to state as follows:

**"3.3.2 Traffic Circulation Infrastructure.**

(a) 1st Certificate of Occupancy. Before occupancy of any residences within the Project, Developer must construct sufficient traffic improvements to provide access, as follows:

(i) Telegraph/Hallock. Notwithstanding Mitigation Measure, T-2 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must install the traffic signal and reconfigure the intersection of Telegraph Road and Hallock Drive, as described in said Mitigation Measure, before City issues a final certificate of occupancy for the 1st residential dwelling unit in the Project.

(b) 1,000th Certificate of Occupancy. Before the City issues the 1,000th residential certificate of occupancy, Developer must provide sufficient access 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. Should completion of the intersection improvement 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) Santa Paula Street Bridge Completion. Notwithstanding the timing requirements and thresholds set forth in Section 3.1.1 of this Agreement (as clarified in Operating Memorandum No. 4), the parties have agreed to the following additional requirements for commencement and completion of the Santa Paula Bridge, as required by the Ventura County Fire District (VCFD):

(i) Developer shall commence construction of the Santa Paula Street Bridge within twelve (12) months after receiving all required permits and plan approvals, and subject to the Army Corps of Engineers Section 408 permit restrictions that require all temporary construction work within Santa Paula Creek be completed in the dry season, between the months of May through September.

(ii) Developer shall complete construction of the Santa Paula Street Bridge within twenty-four (24) months of commencing construction. No building permits or certificates of approval shall be issued beyond the 1,261 units approved through Phase II (Foothill Neighborhood) until the Santa Paula Street Bridge is substantially completed and available for emergency access use.

(iii) Prior to commencement of construction of the Santa Paula Street Bridge and prior to issuance of the first building permit in Phase II (Foothill Neighborhood), Developer shall enter into an offsite improvement agreement with City, in substantially the form attached hereto as Exhibit K ("Offsite Improvement Agreement"),. to secure timely completion of the Santa Paula Creek Bridge and shall provide a performance bond in the total estimated construction costs, including estimated future soft costs, in the approximate amount of Eleven Million Dollars ($11,000,000), which security shall be released at the earlier to occur of: (1) completion and acceptance of the Santa Paula Creek Bridge, or (2) City receipt of CFD bond proceeds in the amount of the performance bond, which proceeds shall be paid to Developer upon completion and acquisition of the Santa Paula Creek Bridge pursuant to the terms of the Funding, Construction and Acquisition Agreement – Harvest Community Facilities District No. 1, dated March 1, 2017, as may be amended.

(iv) Developer shall continue to provide emergency secondary access to the Project and shall continue to use its good faith and commercially reasonable efforts to construct an additional emergency access connecting the Project site to E. Telegraph Road using Dike Road and/or Texas Lane, along an alignment approved by the City and VCFD, subject to the parties successfully acquiring all necessary easements, permits and other approvals (the "Dike Road Emergency Access"). Upon completion of Dike Road Emergency Access, Developer shall grant a temporary emergency access easement to VCFD, the City, and if necessary, the Ventura County Watershed Protection District (VCWPD) for the portions of the Dike Road Emergency Access constructed on the Project site.

(v) 12th/Santa Paula. Notwithstanding Mitigation Measure T-3 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must install a traffic signal and reconfigure the intersection of 12th Street and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge.

(vi) SR-150/10th/Santa Paula. Notwithstanding amended Mitigation Measure T-7 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must reconfigure and widen the intersection of Ojai Road (SR-150)/10th Street and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge and subject to receipt of Caltrans and other required approvals.

(vii) Palm/Santa Paula. Notwithstanding Mitigation Measure T-10 set forth in the EAO FEIR, which requires Developer to pay all costs, Developer must reconfigure the intersection of Palm Avenue and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge.

(e) Reimbursement. Developer is entitled to reimbursement for the portion of the costs of the traffic improvements set forth in this section above to the extent that they exceed the Project's pro rata share, as set forth below.

(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."

F. Section 3.5.4 (Elementary School Site) of the Development Agreement is deleted in its entirety, and the 10.8 acres of land reserved for an elementary school shall be designated for residential or other allowed uses as set forth in Amendment No. 4 to the Specific Plan.

G. Section 3.8 (Wastewater Treatment Contribution) of the Development Agreement is amended in its entirety to state as follows:

"**3.8 Wastewater Treatment Contribution.** Developer must pay $3,666.67 to City before City issues each certificate of occupancy for the first 1,500 residential dwelling units in the Project, not to exceed a total of $5,500,000.00, which shall be used by City toward the cost of the City's Water Recycling Facility, which will consequently reduce future user's rates. ."

H. Section 3.9 (Development Impact Fees) of the Development Agreement is hereby revised in its entirety to state as follows:

**"3.9 Development Impact Fees.**

**3.9.1 Development Impact Fees for First 1,500 Residential Units.** In accordance with SPMC Chapter 160, Developer must pay City development impact fees for the first 1,500 residential dwelling units in the Project pursuant to Resolution No. 6230 Exhibit A, which is attached hereto as Exhibit E and incorporated herein by reference, subject to the Fee Credits described in this paragraph. Developer is entitled to credit against the City's Law Enforcement Facilities and Fire Suppression Facilities (DIF East Areas) Fee for all amounts spent on the Public Safety Facility described in paragraph 3.6 of this Agreement. Developer is entitled to credit against the City's Bridges, Signals and Thoroughfares Fee for all amounts spent on the Santa Paula Street Bridge and other off-site roadway improvements described in Sections 3.3.1 and 3.3.2 of this Agreement. Developer is entitled to credit against the City's Water Distribution Facilities Fee for all amounts spent on the new, two-million-gallon water tank described in Section 3.2.1 of this Agreement. Developer is entitled to credit against the City's Storm Drainage Facilities Fee for all amounts spent on the Haun Creek Detention Basin described in Section 3.4 of this Agreement. Developer is entitled to credit against the City's General Government Facilities Fee, Library Expansion Fee, and Public Meeting Facilities Fee for the Five Million Dollars ($5,000,000) Joint Civic Facility In Lieu Fee described in Section 3.5.2 of this Agreement. Developer is entitled to credit against the Parkland Facilities Development Fee for all amounts

spent on the Santa Paula Creek Sports Park and other park and open space facilities described in Sections 3.1.1 through 3.1.3 of this Agreement. For each of the categories of fee credits described herein, the total credits to the Developer are expected to exceed applicable fees, and therefore, Developer is not required to pay any of the creditable fees described in this Section at the time the City issues building permits or, as applicable, certificates of occupancy. Nevertheless, Developer is informed that this section serves as notice pursuant to Government Code § 66020(d) that the City of Santa Paula is imposing impact fees upon the project in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq*.) and the SPMC. Developer is informed that it may protest such fees in accordance with Government Code § 66020.

**3.9.2 DIF for Residential Units In Excess of Initial 1,500 Units.** In recognition of the substantial public improvements constructed and to be constructed by Developer in excess of the City Development Impact Fees referenced in Section 3.9.1 of this Agreement, as well as the specific priorities of the City with respect to public facilities and infrastructure, the parties agree that for all residential dwelling units in the Project in excess of the first 1,500 units, the Developer shall not be subject to the City's Development Impact Fees set forth in SPMC Chapter 160 (nor shall Developer receive the credits described in Section 3.9.1 for the units subject to this Section 3.9.2), and instead, Developer shall be subject to the following development impact fees and obligations:

(a) Police Facilities. In recognition of Developer's payment of $4,750,000 and its contribution of approximately 1.5 acres of land for public safety facilities pursuant to Section 3.6 of the Development Agreement, and in light of the City's priority of funding improvements to the existing police station, the parties agree that Developer shall pay $1,818 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(b) Fire Protection Facilities. In recognition of Developer's payment of $4,750,000 and its contribution of approximately 1.5 acres of land for public safety facilities pursuant to Section 3.6 of the Development Agreement, the parties agree that Developer is exempt from the fee for "Fire Suppression Facilities DIFs East Areas" shown in Exhibit E.

(c) General Government Facilities and Equipment. In recognition of Developer's payment of the $2,500,000 Civic Facility In Lieu Fee pursuant to Section 3.5.2 of this Agreement, and in light of the City's priority of funding the study, design and engineering for City Hall and Corporate Yard renovations, the parties agree that Developer shall pay $636 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(d) Library Facilities. In recognition of Developer's payment of the $2,500,000 Civic Facility In Lieu Fee pursuant to Section 3.5.2 of the Development Agreement, and in light of the City's priority of funding new and expanded library facilities, the parties agree that

Developer shall pay $2,180 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(e) Park Facilities. In recognition of Developer's payment of $6,000,000 and its obligation to contribute approximately 37 acres of land for the Santa Paula Creek Sports Park pursuant to Section 3.1.1 of this Agreement, and its additional obligations under Section 3.1.1(b) set forth above, the parties agree that Developer is exempt from the Parkland Facilities Fee.

(f) Traffic and Circulation Improvements. In recognition of Developer's roadway and other circulation improvement obligations set forth in Section 3.3 of this Agreement, which are anticipated to cost in excess of $24 million, and in light of the City's priority of funding certain circulation and beautification improvements on Telegraph Road between Hallock Drive and 12th Street, the parties agree that Developer shall pay $2,000 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units. Developer shall also pay $1,000 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units to fund the extension of an existing bike trial to the Santa Paula Creek Sports Park.

(g) Drainage Facilities. In recognition of Developer's construction of extensive storm drain improvements costing in excess of $5 million, including the Haun Creek Detention Basin described in Section 3.4 of the Development Agreement, the parties agree that Developer is exempt from this fee.

(h) Wastewater Facilities. In recognition of Developer's payment of $5,500,000 pursuant to Section 3.8 of the Development Agreement, as well as Developer's obligation to construct extensive off-site improvements to public sewer facilities, the parties agree that Developer will pay the $780 per unit sewer collection fee in Exhibit E prior to issuance of a certificate of occupancy for each residential dwelling unit in the Project in excess of the first 1,500 units. In addition to the foregoing sewer collection fee, Developer will pay a $4,127.34 per unit wastewater facilities fee based on the City's 2016 Fee Study prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units but not to exceed the 1,750th unit. The 1751st through 2050th unit will be exempt from wastewater facilities fees.

(i) Water Facilities. In recognition of Developer's construction of extensive public water facilities estimated to cost in excess of $24 million, including the water tanks and related improvements described in Section 3.2.1 of the Development Agreement, the parties agree that Developer is exempt from this fee.

(j) Payment of DIF Prior to Certificate of Occupancy. For all residential dwelling units in the Project in excess of the first 1,500 units, Developer will pay development impact fees before issuance of a certificate of occupancy unless specified otherwise in this Agreement for a particular fee."

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

A. Section 8.6.6 of the Development Agreement is amended in its entirety to state as follows:

"**8.6.6 Growth Management Allocations.** To the extent applicable during the term of this Agreement, City agrees to approve a Growth Management Allocation of 2,050 residential dwelling units for the Specific Plan in accordance with SPMC Chapter 16.106."

B. Section 8.7.1 (Public Benefit Housing) of the Development Agreement, as amended by Amendment No. 2 to the Development Agreement, is further amended to add a new Section 8.7.1(f), as follows:

"(f) Additional Funding for the Down Payment Assistance Fund. Developer shall provide additional funding for the Down Payment Assistance Fund by paying a per unit fee of $500 prior to the issuance of a certificate of occupancy for each residential dwelling unit in the Project in excess of the first 1,500 units."

C. Section 8.7.2 (Inclusionary Housing) of the Development Agreement is amended in its entirety to state as follows:

"**8.7.2 Inclusionary Housing.** In lieu of providing very-low-, low-, and moderate-income housing within the Project, Developer will make the following contributions to the City's Affordable Housing Trust Fund, which must be used by the City for constructing affordable housing. For the first 1,500 residential dwelling units within the Project, Developer shall contribute a total of $6,500,000 to the City's Affordable Housing Trust Fund, which will be paid at a per unit rate of no less than $4,642.86 upon issuance of a certificate of occupancy for each market-rate residential unit. For the additional 550 residential dwelling units described in Section 2.2, Developer shall meet or exceed its obligation to construct or fund affordable housing units under the City's Inclusionary Housing Ordinance by providing the gap financing identified by the City as necessary for the successful development of the affordable multi-family rental housing project in the City proposed by Red Tail Multifamily Land Development, LLC, consisting of 36 very-low income units, 130 low-income units, and 132 market-rate units to be located at 18004 East Telegraph Road (APN: 107-0-042-015) ("Red Tail Project"). Specifically, Developer shall contribute a total of $5,500,000 to the City's Affordable Housing Trust Fund, which shall be paid no later than 30 days before City enters a loan or equivalent instrument to fund the Red Tail Project (the "Red Tail Payment Trigger"). Should the Red Tail Payment Trigger not occur for any reason, in lieu of making the $5,500,000 payment specified above, Developer will (i) contribute a total of $5,500,000 plus an annual increase of $400,000 per year commencing on January 1, 2025, up to a maximum payment of $8,250,000 to the City's Affordable Housing Trust Fund to be used for alternative offsite rental housing development of at least 50 very-low and low-income units, as determined by City (a "Replacement Project Contribution"), or if no Replacement Project

Contribution has been made prior to issuance of the 1,501st certificate of occupancy, (ii) pay an in lieu fee to the City's Affordable Housing Trust Fund of $15,000 per unit prior to issuance of each certificate of occupancy. City agrees to reasonably cooperate in providing documentation at Developer's request to ensure appropriate treatment of this contribution for tax purposes, at no risk or cost to the City."

5. **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 Third 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 Third Amendment.

6. **Integration.** This Third Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this Third Amendment conflicts with the Development Agreement, or any operating memorandum thereto, this Third 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 Third 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, and this Third Amendment. This Third Amendment shall be recorded against the Project Site following its full execution.

7. **Effective Date.** The effective date of this Third Amendment shall be the later to occur of: (i) the effective date of the City ordinance adopted to authorize approval and execution of this Third Amendment, and (ii) the City's approval of SP Amendment No. 3.

8. **Counterparts.** This Third 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.

9. **Authority.** The person or persons executing this Agreement on behalf of the CITY and DEVELOPER warrant and represent that they have the authority to execute this Agreement and the authority to bind the CITY and DEVELOPER, as applicable, to the performance of their respective obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE**
**TO**
**THIRD AMENDMENT**
**TO**
**DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the City and the Developer have signed this Third 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: _____

**EXHIBIT A**
**Supplemental Sports Park Improvements**

# Sports Park - City of Santa Paula

Estimated Park Contribution Uses

| | | Estimated Budget |
|---|---|---|
| Phase I | | $2,750,000.00 |
| | Overhead Lighting | |
| | Tennis Courts 2 (Fence/Gate/Eqp) | |
| | Pickle Bal Court 4 (Stripping/Eqp) | |
| | Restroom/Concession #2 | |
| | Baseball Outfield Fence | |
| Phase II | | $1,250,000.00 |
| | Irrigation | |
| | Turf and/or Ground Cover | |
| | Walking Track/BBQ/Lighting | |
| | Community Gathering Space Areas | |
| | Total Budget | **$4,000,000.00** |

Note - Actual costs will depend on specfications and timing of purchasing of specific approved improvements.

**EXHIBIT B**
**Sports Park Implementation Agreement**

## SPORTS PARK IMPLEMENTATION AGREEMENT

This Sports Park Implementation Agreement (the "**Agreement**") by and between the City of Santa Paula, a municipal corporation ("**City**"), and Limoneira Lewis Community Builders, LLC, a Delaware limited liability company ("**Developer**"), is made and entered into as of March 17, 2021. (City and Developer are from time to time referred to in this Agreement as a "**party**" and collectively as the "**parties**.")

## RECITALS

A. City and Limoneira Company ("**Limoneira**") entered into the First Amended and Restated Development Agreement as of February 26, 2015 (the "**Development Agreement**") and Developer and City entered into Amendment No. 1 to the Development Agreement as of March 18, 2020 ("**Amendment No. 1**") relating to the development of the "**Project Site**" as defined in the Development Agreement. Developer took an assignment of the Development Agreement from Limoneira in 2015.

B. In furtherance of the development of the Project Site and at the request of Developer, the City established its Community Facilities District No. 1 ("**CFD No. 1**") and designated three improvement areas of CFD No. 1 (each, an "**Improvement Area**"). Within each Improvement Area, special taxes have been authorized to be levied, and bonds secured by such special taxes have been authorized to be issued, to finance, among other things, various City improvements to be constructed by, or on behalf of, the Developer (the "**Acquisition Improvements**").

C. In conjunction with the formation of CFD No. 1, City and Developer entered into a Funding, Construction and Acquisition Agreement dated March 1, 2017 (the "**Acquisition Agreement**"). The Acquisition Agreement sets forth the requirements for the bidding, contracting and City inspection of the Acquisition Improvements.

D. Section 3.1.1(a) of the Development Agreement requires Developer to construct the Santa Paula Creek Sports Park in phases within 5 years after the Development Agreement became effective, or before City issues a final certificate of occupancy for the 750th residential dwelling unit within the Project, whichever comes first. Pursuant to Amendment No. 1, City extended the date for construction of the first approximately 23-acre phase of the Santa Paula Creek Sports Park to February 26, 2022 or the issuance of such 750th final certificate of occupancy (the "**Park Condition**"). The Santa Paula Creek Sports Park is one of the Acquisition Improvements.

E. Amendment No. 1 limits the amount of costs Developer is required to incur with respect to the Santa Paula Creek Sports Park to $6,000,000 (the "**Developer's Cap**"). The Developer's Cap is subject to adjustment with each Annual Review.

F. Amendment No. 1 permits City to contribute funding towards the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap.

G. City has approved plans for the Santa Paula Creek Sports Park as described in _____ (the "**Park Plans**") and as depicted in Exhibit A attached hereto. It is expected the total cost of the Santa Paula Creek Sports Park, including, without limitation, all design,

engineering, plan check, construction and inspection costs, will exceed the Developer's Cap. The purpose of this Agreement is to provide for the funding of the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap.

H. Capitalized terms used in this Agreement that are not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

**AGREEMENT**

1. Bidding and Construction of Santa Paula Creek Sports Park. Within thirty (30) days following execution of this Agreement by all parties, Developer shall proceed to solicit bids and enter into contracts for the construction of the first phase of the Santa Paula Creek Sports Park in accordance with the Park Plans and pursuant to the procedures set forth in the Acquisition Agreement. Provided the total amount of the lowest responsive bids to be accepted for construction of the Santa Paula Creek Sports Park are equal to or less than $***[Developer's Cap plus $5,000,000]***, Developer shall proceed diligently to execute the associated construction contracts and commence and diligently prosecute completion of construction. If the amount of lowest, responsive bids exceeds $***[Developer's Cap plus $5,000,000]***, City shall either agree to reductions in the scope of the construction in order to reduce the cost below such amount or the parties shall amend this Agreement in order to specify additional sources of City funding of the excess costs.

2. Funding of Santa Paula Creek Sports Park. As of December 31, 2020, Developer had incurred costs of $409,932 with respect to the design, engineering, preparation of the Park Plans and other costs for the Santa Paula Creek Sports Park. Developer shall be responsible for such costs plus the first $***[Developer's Cap minus $409,932]*** of additional costs incurred for the construction of the Santa Paula Creek Sports Park, which combined amount equals the Developer's Cap. The remaining costs shall be funded as set forth below in this Section 2.

a. Within ninety (90) days following the execution of this Agreement, City shall provide written notice to Developer either (i) that City intends to provide funding for the next $2,500,000 in costs ("**City Funding Election**") or (ii) that City wishes Developer to advance that amount ("**Developer Advance**"). Pursuant to the City Funding Election, once the Developer has incurred costs for the Santa Paula Creek Sports Park in the amount of the Developer's Cap, Developer shall begin to provide City with monthly invoices for the amounts incurred in the previous month, which invoices shall be paid by City to Developer within 30 days of receipt. If the City elects for the Developer to make a Developer Advance, the amount advanced by the Developer in excess of the Developer's Cap, not to exceed $2,500,000, shall be deemed to satisfy an equal amount of the first $2,500,000 payment of the Joint Civic Facility in Lieu Fee required by Section 3.5.2 of the Development Agreement. The actual amounts paid by Developer pursuant to the Developer Advance shall accrue interest at the rate of 5% annualized from the date of payment until the date the City issues the 500th Certificate of Occupancy within the Project.

b. Within 180 days following the execution of this Agreement, City shall provide written notice to Developer if it wishes to make the City Funding Election or require a Developer Advance for up to the next $2,500,000 in costs of constructing the Santa Paula Creek Sports Park in excess of $***[Developer's Cap plus $2,500,000]***. In each case, the election selected by City shall be handled in the same manner described above with respect to the first $2,500,000 except that the Developer Advance shall be deemed to satisfy an equal amount of the second $2,500,000 payment

of the Joint Civic Facility In Lieu Fee and shall accrue interest at 5% annualized until the date the City issues the 1,000th Certificate of Occupancy within the Project. The City shall pay Developer the full amount of accrued interest on the first Developer Advance within 30 days following issuance of the 500th Certificate of Occupancy and on the second Developer Advance within 30 days following issuance of the 1,000th Certificate of Occupancy. In each such case, Developer shall provide City a written accounting of the date and amount of each payment made pursuant to a Developer Advance and proof of payment.

3. Satisfaction of Park Condition. The Park Condition shall be deemed satisfied when Developer has expended an amount equal to the Developer's Cap on costs of the Santa Paula Creek Sports Park.

4. Acquisition of Santa Paula Creek Sports Park. Upon completion of the Santa Paula Creek Sports Park, Developer may submit the required documentation to the City and CFD No. 1 for acquisition of the Santa Paula Creek Sports Park with the proceeds of special taxes and bonds of one or more of the Improvement Areas. The acquisition price to be paid for the Santa Paula Creek Sports Park shall equal only the amount of costs paid by Developer, including amounts paid pursuant to the Developer Advance(s), and shall not include funds advanced by City pursuant to the City Funding Election(s) or interest accrued on Developer Advances.

5. Assignment. Developer may assign this Agreement or any right or duty hereunder without the express written approval of the City; provided, however, Developer shall not be released of a duty unless the assignee expressly assumes such duty. Developer shall provide written notice to the City of any such assignment.

6. Prompt Action. All consents, approvals and determinations required of either the City or Developer pursuant to this Agreement shall be promptly given or made, and shall not be unreasonably withheld.

7. General. This Agreement, together with the agreements and other undertakings described herein, contains the entire agreement between the parties with respect to the matters herein provided for, and may be amended by subsequent written agreement signed on behalf of both parties. This Agreement is for the exclusive benefit of Developer and the City and shall not be construed to confer any rights or benefits upon any persons other than the City and Developer. This Agreement shall, however, inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed and governed by the Constitution and laws of the State of California. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party its attorneys' fees, expert witness fees, court costs, and other costs incurred by it in prosecuting or defending such action or proceeding. Any action arising out of this Agreement shall be brought in Ventura County, California, regardless of where else venue may lie. The captions of the sections of this Agreement are provided for convenience temporarily, and shall not have any bearing on the interpretation of any section hereof. This Agreement may be executed in several counterparts, each of which shall be an original of the same Agreement. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Santa Paula, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____ adopted by the City Council of Santa Paula on the 17th day of March, 2021.

**CITY:**

**CITY OF SANTA PAULA,**
a municipal corporation

By: _____

ATTEST:

By: _____
City Clerk

**OWNER:**

**LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,**
a Delaware limited liability company

By: _____
Its: Authorized Agent

**EXHIBIT C**

**First Amendment to Sports Park Implementation Agreement**

**FIRST AMENDMENT TO**
**SPORTS PARK IMPLEMENTATION AGREEMENT**

This First Amendment to Sports Park Implementation Agreement (the "**First Amendment**") by and between the City of Santa Paula, a municipal corporation ("**City**"), and Limoneira Lewis Community Builders, LLC, a Delaware limited liability company ("**Developer**"), is made and entered into as of January 6, 2023. (City and Developer are from time to time referred to in this Agreement as a "**party**" and collectively as the "**parties**.")

**RECITALS**

A. City and Limoneira Company ("**Limoneira**") entered into the First Amended and Restated Development Agreement as of February 26, 2015 (the "**Development Agreement**") and Developer and City entered into Amendment No. 1 to the Development Agreement as of March 18, 2020 ("**Amendment No. 1**") relating to the development of the "**Project Site**" as defined in the Development Agreement. Developer took an assignment of the Development Agreement from Limoneira in 2015.

B. Section 3.1.1(a) of the Development Agreement requires Developer to construct the Santa Paula Creek Sports Park (the "**Sports Park**") in phases within 5 years after the Development Agreement became effective, or before City issues a final certificate of occupancy for the 750th residential dwelling unit within the Project, whichever comes first. Pursuant to Amendment No. 1, City extended the date for construction of the first approximately 23-acre phase of the Santa Paula Creek Sports Park ("**Phase 1**") to February 26, 2022 or the issuance of such 750th final certificate of occupancy.

C. Section 3.5.2 of the Development Agreement requires the Developer pay to City a fee in lieu of dedicating land and constructing a Civic facility within the Project (as those terms are defined in the Development Agreement) in the amount of Five Million Dollars ($5,000.000) (the "**Joint Civic Facility In Lieu Fee**") as follows: Two Million Five Hundred Thousand ($2,500,000) before the City issues the 500th certificate of occupancy, and Two Million Five Hundred Thousand ($2,500,000) before the City issues the 1000th certificate of occupancy.

D. Pursuant to 10.1.1 (Operating Memorandum) of the Development Agreement, the parties entered that certain Operating Memorandum No. 5, dated May 7, 2018, to clarify and confirm that the Joint Civic Facility In Lieu Fee may be used to construct civic facilities within the Sports Park.

E. Section 3.1.1 of the Development Agreement limits the amount of costs Developer is required to incur with respect to the Santa Paula Creek Sports Park to $6,000,000 (the "**Developer's Cap**").

F. The City is permitted to contribute funding towards the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap. The Developer's Cap is subject to an Annual Adjustment with each Annual Review as set forth in Section 3.10 of the Development Agreement. The Annual Adjustment is calculated by any increase in the Consumer Price Index starting from March 2015 and ending March of the year preceding the City's fiscal year that work is to be

constructed. The parties agree that the cumulative Annual Adjustments are equal to $1,339,350, as set forth in the schedule attached as Exhibit A. The sum of the Developer's Cap plus the Annual Adjustments equals $7,339,350 (the "**Adjusted Developer's Cap**").

G. To facilitate financing construction of Phase I of the Sports Park, the parties entered into the Sports Park Implementation Agreement as of March 17, 2021 so that the City could receive an advance of, or borrow from itself funds equal to, the yet-to-be-due Joint Civic Facility In Lieu Fee as needed to complete Phase 1 (the "**Sports Park Agreement**").

H. As of December 31, 2020, Developer had incurred $422,643 in costs with respect to the Sports Park. The Parties agree that the Developer's total financial obligation toward building the Sports Park (and satisfying its obligations with respect to the Joint Civic Facility In Lieu Fee), is the sum of the Joint Civic Facility In Lieu Fee of $5,000,000 and the Adjusted Developer's Cap of $7,339,350, totaling $12,339,350.

I. In accordance with the Development Agreement, the first payment of $2,500,000 Joint Civic Facility In Lieu Fee was due to the City on or about July 25, 2022 when the City issued the 500th certificate of occupancy, and the second payment of $2,500,000 is due when the City issues the 1,000th certificate of occupancy, which is currently anticipated to occur in 2026.

J. As of January 4, 2023, Developer had incurred known costs to date totaling $10,012,174.02 out of the contracted commitments totaling $12,034,579, with estimated future change orders totaling $257,000, for a total estimated cost of $12,291,579 to complete Phase 1 of the Sports Park. The known costs incurred through January 4, 2023 of $10,012,174.02 consist of $8,486,130 paid to date by Developer plus the following two outstanding pay requests that have been approved by Developer and the City: (i) pay request No. 10 from Environmental Construction, Inc. ("**ECI**") for October 2022, in the amount of $775,057.45, which is currently outstanding and owing to ECI ("**Pay Request No. 10**"); and (ii) pay request No. 11 from ECI for November 2022, in the amount of $750,986.57 ("**Pay Request No. 11**") (collectively, the "**Outstanding Pay Requests**"). The known costs incurred through January 4, 2023 of $10,012,174.02 exceed the Adjusted Developer Cap by $2,672,824.02 (the "**Excess Payment Due Developer**").

K. City Council approved a change order to add $175,000 in City funds for completion of Phase 1 of the Sports Park, which increases the available funding to $12,514,350 ($12,339,350 + $175,000).

L. The purpose of this First Amendment is to confirm amounts owed between the parties, provide for the payment of Pay Request No. 10, provide for the funding of all remaining costs to complete Phase 1 of the Sports Park, and to formalize the Sports Park acceptance and turnover to the City.

M. Capitalized terms used in this First Amendment that are not otherwise defined shall have the meaning ascribed to them in the Sports Pak Agreement or the Development Agreement, as applicable.

## AGREEMENT

1. Payment of First Joint Civic Facility In Lieu Fee. Consistent with the Development Agreement and upon execution of this First Amendment, Developer shall pay to the City the first half of the Joint Civic Facility In Lieu Fee in the amount of $2,500,000 which came due on or about July 25, 2022 when the 500th certificate of occupancy was issued. City agrees said payment shall be used to pay the Excess Payment Due Developer of $2,672,824.02 and future pay requests as they are submitted to and approved by the City.

2. Payment of Outstanding Pay Requests. Concurrent with execution of this First Amendment and receipt of Developer's $2,500,000 payment described in paragraph 1 above, City shall pay to Developer an amount equal to the Excess Payment Due Developer (which includes the amounts necessary for Developer to pay the City-approved Outstanding Pay Requests for Pay Request No. 10 ($775,057.45) and Pay Request No. 11 ($750,986.57), which Developer shall use to promptly pay ECI for the Outstanding Pay Requests. The total amount to be paid by City to Developer pursuant to this provision is $2,672,824.02.

3. Payment of Future Pay Requests. Developer shall continue to promptly provide City with copies of each pay request received, and within 10 business days of receipt thereof, City shall pay Developer an amount equal to that pay request, which Developer shall use to promptly pay the outstanding pay request. By way of example only, Developer expects to receive the December 2022 pay request on or about January 20, 2023, and will submit same to City after reviewing and approving the pay request. Within 10 business days of receipt of that pay request, City shall pay Developer the amount of the pay request, and Developer will use said funds to pay the December 2022 pay request.

If the City fails to timely pay Developer for any of the remaining pay requests, Developer shall have the right to pay the pay request. Any such payments by Developer shall be considered a Developer Advance which City agrees to repay to Developer. All actual amounts paid by Developer pursuant to any Developer Advance shall accrue interest at the rate of 7.5% annualized from the date of payment until the date the City repays the Developer Advance. The repayment amount shall equal the Developer Advance plus interest that accrued up to the date of repayment. Developer shall provide City a written accounting of the date and amount of each payment made pursuant to a Developer Advance and proof of payment, as well as any repayments made by the City.

4. Satisfaction of Park Condition. City agrees that upon execution of this agreement and payment of the Excess Payment Due Developer to Developer, and payment of Joint Civic Facility In Lieu Fee to City, pursuant to the terms and conditions set forth in this First Amendment, the Park Condition shall be deemed fully satisfied. Notwithstanding satisfaction of the Park Condition, Developer agrees it will cause ECI to complete the remainder of Phase 1 by processing pay requests with the City pursuant to paragraph 3, with all costs in excess of the Adjusted Developer's Cap to be paid by the City.

5. Sports Park City Acceptance and Turnover. Upon completion of Sports Park Phase 1 improvements in accordance with City approved plans and permits, Developer shall provide a notice of completion to the City. Upon receipt of the notice of completion from the Developer, the City shall have 30 calendar days to inspect and provide a list of items to complete ("**Punch**

**List**") by the Developer. Upon Developer completion of Punch List items, City shall have 30 calendar days to approve or disapprove completion of Punch List items, and shall not add additional conditions or requirements unless required by law or any existing agreement between the parties. Upon the City's request, Developer may approve extensions to City's deadlines in this Section, which approval shall not be unreasonable withheld. All requests and approvals must be in writing. Within 30 calendar days of City approval of the Punch List, a) the contractors 90-day maintenance period shall begin, and b) the Sports Park Phase I shall be scheduled for City Council to approve and accept turnover of Sports Park Phase I.

6. Authority. Each individual executing this Amendment on behalf of an entity hereby represents and warrants to the other party or parties to this Amendment that (i) such individual has been duly and validly authorized to execute and deliver this Amendment on behalf of such entity; and (ii) this Amendment is and will be duly authorized, executed and delivered by such entity.

7. Miscellaneous. Except to the extent expressly modified by this Amendment, the Sports Park Agreement is ratified and remains in full force and effect. To the extent of any inconsistency between this Amendment and the Sports Park Agreement, the recitals, terms and conditions of this Amendment shall control. This Amendment may be executed in multiple counterparts, all of which, taken together, shall constitute one document. This Amendment shall be deemed effective against a party upon receipt by the other party (or its counsel) of a signed counterpart executed electronically or delivered by e-mail (in PDF).

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this First Amendment effective as of the first date written above.

**CITY:**

**CITY OF SANTA PAULA,**
a municipal corporation

By: _____
Dan Singer, City Manager

ATTEST:

By: _____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

By: _____
Monica Castillo, Interim City Attorney

**OWNER:**

**LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,**
a Delaware limited liability company

By: _____
Its: Authorized Agent

## Exhibit A

## Sports Park CPI Annual Cost Escalation

# Sports Park
# CPI Annual Cost Escalation

| City Fiscal Year | Sports Park Cost Remaining | Fiscal Year Cost | CPI Fraction | CPI Escalation | Revised Dev. Cap |
|---|---|---|---|---|---|
| 2020/2021 | $6,000,000 | $422,643 | 1.13 | $54,944 | $6,054,944 |
| 2021/2022 | $5,632,301 | $3,058,198 | 1.16 | $488,207 | $6,543,150 |
| 2022/2023 | $3,062,309 | $3,062,309 | 1.26 | $796,200 | $7,339,350 |
| | | $6,543,150 | | $1,339,350 | |

| Date | CPI | Annual Review | Numerator | Denominator | Fraction |
|---|---|---|---|---|---|
| Mar 2015 CPI | 243.738 | 2015 | 243.738 | 243.738 | 1.00 |
| Mar 2016 CPI | 247.873 | 2016 | 247.873 | 243.738 | 1.02 |
| Mar 2017 CPI | 254.525 | 2017 | 254.525 | 243.738 | 1.04 |
| Mar 2018 CPI | 264.158 | 2018 | 264.158 | 243.738 | 1.08 |
| Mar 2019 CPI | 271.311 | 2019 | 271.311 | 243.738 | 1.11 |
| Mar 2020 CPI | 276.589 | 2020 | 276.589 | 243.738 | 1.13 |
| Mar 2021 CPI | 282.648 | 2021 | 282.648 | 243.738 | 1.16 |
| Mar 2022 CPI | 306.679 | 2022 | 306.679 | 243.738 | 1.26 |

Source:
U.S. Dept Labor for all urban consumers within Los Angeles,/Anaheim/Riverside Metropolitan area

**EXHIBIT D**
**Sports Park Phase 1 Punch List**

# SPORTS PARK

City of Santa Paula Punch List 11/7/23

| | |
|---|---|
| 1 | As-Built Plans |
| 2 | Turf and Irrigation |
| 3 | Poor turf establishment and water coverage - General |
| 4 | Poor turf establishment and water coverage - along sidewalks |
| 5 | Tree replacement selection |
| 5a | Plant replacement selection |
| 6 | Missing vacuum breaker and support post on hose bibbs |
| 7 | Inadequate or absent water pressure/flow at drinking fountains |
| 8 | Missing lamp cylinder covers |
| 9 | Incomplete electrical at Stage/ cover plates missing |
| 10 | Concrete base around light post is missing |
| 11 | Seagull deterrent needed on top of lighting fixtures |
| 12 | Restroom Building #1 - signage, fire extinguisher, shut-off valve, FD sign off |
| 13 | Trash Enclosures and gate locks |
| 14 | Trash can sticker replacement |
| 15 | Missing fire extinguishers and plexiglass |
| 16 | Fence anchor bolt nut and washer to be seated and tightened on Back Stop |
| 17 | ¼” or more offsets (vertical lip) in the new sidewalk surrounding the park |
| 18 | Amphitheater complete turf, landscape, and irrigation |
| 19 | Booster pump electrical service/supply and telemetry operational |
| 20 | One light base to be replaced |
| 21 | Light concrete based extended into walkway ramp |

**EXHIBIT E**
**Operating Memorandum No. 3**

"Citrus Capital of the World"

# City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

October 1, 2015

Harold S. Edwards, President
Limoneira Company
1141 Cummings Road
Santa Paula, CA 93060

***Re:*** ***Operating Memorandum – No. 3***
***Acceleration of Payment of Development Impact Funds for Police Services as Specified in Section 3.6 of the First Amended and Restated Development Agreement***

Dear Mr. Edwards:

Section 10.1.1 of the Development Agreement authorizes the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement. This letter is written pursuant to Section 10.1.1 to confirm the Parties' understanding with respect to the timing of the payment of the $750,000 additional funds provided in Section 3.6 of the Agreement, entitled Public Safety Facility.

Section 3.6 requires Limoneira to construct and offer to dedicate a 1.5-acre site to house a public safety facility. Section 3.6 states that the construction, equipping and operating of the Public Safety Facility cannot cost Developer more than $4,750,000, which "includes three payments to the City of $250,000, made on the first, second and third anniversaries of the effective date of this Agreement."

This third operating memorandum confirms that Limoneira will accelerate the first two payments of $250,000 by making a $500,000 payment on or before October 2, 2015. Limoneira will make the third and final $250,000 payment on or before February 1, 2016.

Upon the City's receipt of Limoneira's third payment of $250,000 in February, 2016, Limoneira's maximum cost for the Public Safety Facility obligation under Section 3.6 will be Four Million Dollars ($4,000,000.00).

If the above comports with your understanding, please sign where indicated below. Thank you for your continued commitment to the City of Santa Paula.

Very truly yours,

Martin F. Hernandez, Vice Mayor
City of Santa Paula

Agreed and Acknowledged:

Harold S. Edwards, President
Limoneira Company

**EXHIBIT F**
**Operating Memorandum No. 4**

20180206-00013008-0 1/5
Ventura County Clerk and Recorder
MARK A. LUNN
02/06/2018 03:02:29 PM
1301023 $.00 CR

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code § 6103

To Recorded Agreement No.201450427-00062760-0
1/101

OPERATING MEMORANDUM NO. 4
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 4 (the "Operating Memorandum") is made as of November 6, 2017 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

## RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

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

C. Section 10.1.1 of the Development Agreement allows the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. Section 3.3.1(a) of the Development Agreement provides that Developer must construct the Santa Paula Bridge before City issues a final certificate of occupancy for the 250th residential dwelling unit.

E. Section 3.3.3 of the Development Agreement requires Limoneira Lewis to dedicate a 95-foot wide right-of-way and fund a study to determine the feasibility of the SR 150 bypass.

F. Through this Operating Memorandum, the Parties desire to clarify Sections 3.3.1 and 3.3.3 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Santa Paula Bridge. Under Section 3.3.1(a) of the Development Agreement, the Developer must use "commercial reasonable efforts" to construct a new bridge extending Santa Paula Street across Santa Paula Creek to the Project. The Parties intend by this Operating Memorandum to incorporate a definition of the phrase "commercially reasonable efforts" into Section 3.3.1(a) of the Development Agreement. The phrase "commercially reasonable efforts" shall have the following meaning as it pertains to Section 3.3.1(a):

> "Limoneira Lewis will have been found to have used "commercially reasonable efforts" if, at the time the City issues a certificate of occupancy for the 250th residential unit, Limoneira Lewis has submitted all plans, specifications and applications necessary to construct the Santa Paula Street bridge with all entities having jurisdiction over the public right-of-ways and the Santa Paula Creek watercourse."

2. Future State Route 150 Bypass. The Project is designed to accommodate a decision by the City to construct a future State Route 150 Bypass with the extension of Hallock Drive northward. Section 3.3.3 requires Developer to dedicate a 95-foot right-of-way to the City and pay $100,000 toward the cost of preparing a study evaluating the feasibility of the State Route 150 Bypass. Because at this time the State Route 150 Bypass is infeasible due to several factors beyond the Developer's control, the City elects not to accept the offer of dedication or conduct a study on the feasibility of the State Route 150 Bypass. As required by Section 3.3.3(b), the Developer must within ninety days of the execution of this Operating Memorandum remit payment of $100,000 to the City for any lawful use.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

| CITY: | DEVELOPER: |
|---|---|
| CITY OF SANTA PAULA, | LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC |
| Michael Rock,<br>City Manager | Harold Edwards,<br>Chief Executive Officer |

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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

State of California )
County of Ventura )

On January 17, 2018 before me, Dave M. Malagon, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Harold Edwards
*Name(s) of Signer(s)*

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

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

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

WITNESS my hand and official seal.

Signature Dave M Malagon
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: OPERATING MEMO #4 AMEND & RESTATED DEV AGRMNT
Document Date: Nov 06, 2017 Number of Pages: 4
Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: _____ | Signer Is Representing: _____ |

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of Ventura )

On January 17, 2018 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

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

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

WITNESS my hand and official seal.

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

Signature _____ (Seal)

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of _____

_____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

_____.

### Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other _____

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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ATTEST:

Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

**EXHIBIT G**
**Operating Memorandum No. 5**

NO FEE GOVT CODE 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

20180515-00055766-0 1/6
Ventura County Clerk and Recorder
MARK A. LUNN
05/15/2018 01:27:15 PM
1338251 $.00 CO

OPERATING MEMORANDUM NO. 5 AMENDED AND RESTATED DEVELOPMENT AGREEMENT TO RECORDED AGREEMENT NO. 201450427-00062760-01/101

This Operating Memorandum No. 5 (the "Operating Memorandum") is made as of May 7, 2018 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

## RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

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

C. Section 10.1.1 of the Development Agreement allows the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. Section 3.5.2 of the Development Agreement requires Limoneira Lewis to pay the City five million dollars in lieu of dedicating land and constructing a civic facility in the East Area 1 project area.

E. Section 3.6 of the Development Agreement requires Limoneira Lewis to dedicate a 1.5-acre site on which it must construct a public safety facility to house a fire station in an amount not to exceed four million dollars.

F. Through this Operating Memorandum, the Parties desire to clarify Sections 3.5.2 and 3.6 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Civic Facility Fee. Section 3.5.2 of the Development Agreement states:

In lieu of dedicating land and constructing a Civic facility with the Project, Developer will pay the City an in lieu fee of Five Million Dollars ($5,000,000), payable as follows: Two

Million Five Hundred Thousand ($2,500,000) before the City issues the 500th Certificate of Occupancy, and Two Million Five Hundred Thousand ($2,500,000) before the City issues the 1000th Certificate of Occupancy.

The City is in the process of designing the Santa Paula Sports Park in which the City intends to construct several public facilities, including City offices and storage, a public pool and aquatic center, amphitheater and other civic facilities. The City does not intend to construct any other civic facilities within the East Area 1 Project area.

This Operating Memorandum No. 5 clarifies and confirms that the Civic facility fee can be used to construct Civic facilities within the Santa Paula Sports Park.

2. Public Safety Facility. Pursuant to Section 3.6 of the Development Agreement, Limoneira Lewis must dedicate a 1.5-acre site (the "Dedication Property") and thereafter construct a public safety facility to house a fire station. Section 3.6 states further that the construction, equipping and operating of the fire station cannot cost more than four million dollars ("Public Safety Fee").

On January 17, 2018, the Ventura County Local Agency Formation Commission approved the annexation of the Santa Paula Fire Department to the Ventura County Fire Protection District ("VCFPD"). As part of the annexation, the City and VCPFD entered into a Memorandum of Agreement governing the provision of fire protection services with the City. Section 3 of the Memorandum of Agreement requires the VCFPD to commence construction of two new fire stations to service the City. Pursuant to Section 5(b) and (c) of the Memorandum of Agreement, the City must within 180 days of the commencement of fire protection services by the VCFPD, transfer the Dedication Property and the Public Safety Fee to the VCFPD.

This Operating Memorandum No. 5 clarifies and confirms that, in light of the annexation of fire protection services to VCFPD, Limoneira Lewis shall within 90 days of execution of this Operating Memorandum No. 5 satisfy Section 3.6 of the Development Agreement by (1) transferring title to the Dedication Property to the City by grant deed; and (2) paying Four Million Dollars ($4,000,000) to the City.

Limoneira Lewis consents to the transfer of the Dedication Property and Public Safety Fee to the VCFPD.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Michael Rock,
City Manager

ATTEST:

Lucy Blanco,
City Clerk

CITY OF SANTA PAULA INCORPORATED APRIL 1902 VENTURA CO. CAL.

APPROVED AS TO FORM:

John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

By: LIMONEIRA EA1 LAND, LLC,
a Delaware limited liability company,

By: Limoneira Company,
a Delaware Corporation – Its Sole Member

By:
Name: Mark Palamountain,
Its: Authorized Agent

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Michael Rock,
City Manager

ATTEST:

Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

By: LIMONEIRA EA1 LAND, LLC,
a Delaware limited liability company,

By: Limoneira Company,
a Delaware Corporation – Its Sole Member

By:
Name: Mark Palamountain,
Its: Authorized Agent

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of Ventura )

On May 15, 2018 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

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

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

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of OP Memo. #5 Amend and Restated Development Agreement,

containing 3 pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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

State of California )
County of Ventura )

On May 05, 2018 before me, Dave M. Malagon, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Mark Palamountain
*Name(s) of Signer(s)*

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

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: OP. Memo. #5 Amend and Restated Development Agreement
Document Date: May 07, 2018 Number of Pages: 3
Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: _____ | Signer Is Representing: _____ |

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**EXHIBIT H**
**Operating Memorandum No. 6**

20180927-00109803-0 1/5
Ventura County Clerk and Recorder
MARK A. LUNN
09/27/2018 08:23:00 AM
1387674 $.00 HE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code § 6103

**To Recorded Agreement No. 20150427-00062760-0 1/101**

OPERATING MEMORANDUM NO. 6 TO THE
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 6 (the "Operating Memorandum") is made as of August 1, 2018 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

## RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

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

C. Section 3.1.3(b) of the Development Agreement requires Limoneira Lewis to construct the Haun Creek Linear Greenway and Detention Basin Park, which must include 5.5 acres of grass soccer fields, related health facilities, picnic tables and benches (the "Detention Basin Park"). The Detention Basin Park will be located in the Southeastern portion of the East Area 1 Project site;

D. Limoneira Lewis is required to construct the Detention Basin Park prior to issuance of a building permit for the Project. Limoneira Lewis, or its successor in interest, intends to apply for building permits to construct model homes at the end of 2018. Construction of the streets and related facilities necessary to access the Detention Basin Park will not be completed at the time building permits for the model homes are issued. The Detention Basin Park will therefore not be safely accessible by the general public;

E. Upon completion of the model homes, Limoneira Lewis, or its successor in interest, will apply for building permits for individual production housing units for the first phase of the Project. At that time, the streets and related facilities will be constructed allowing safe access to the Detention Basin Park;

F. This Operating Memorandum No. 6 is intended to clarify that "prior to issuance of a building for the project" was intended to mean building permits for the construction of individual residential production housing units;

G. Operating Memorandum No. 6 does not materially alter the rights or obligations of Limoneira Lewis or the City under the Development Agreement;

H. Through this Operating Memorandum No. 6, the Parties desire to clarify Section 3.1.3(b) of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Haun Creek Linear Greenway and Detention Basin Park. Section 3.1.3(b) of the Development Agreement states:

> *Before the City issues a building permit for the Project*, Developer must improve approximately 5.5 acres of the Detention Basis as grass soccer field(s), together with acceptable health facilities (such as portable toilets upon opening and permanent restrooms by the time conveyed to the Owner's Association or Landscape Maintenance District) and picnic tables and benches.

Operating Memorandum No. 6 clarifies and confirms that "building permit" contemplated in the phrase "*before the City issues a building permit for the Project,*" as set forth in Section 3.1.3(b), shall mean a building permit for an individual residential production housing unit.

Limoneira Lewis approves this Operating Memorandum No. 6.

2. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 6, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

3. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

4. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Michael Rock,

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDER LLC
a Delaware limited liability company

By: LIMONEIRA EA1 LAND, LLC

City Manager

ATTEST:

Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

a Delaware limited liability company

By: Limoneira Company,
a Delaware corporation
Its sole Member

By: _____

Name: MARK PALAMOUNTAIN

Title: CFO

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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

State of California )
County of Ventura )

On August 16, 2018 before me, Dave M. Malagon, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Mark Palamountain
*Name(s) of Signer(s)*

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

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: Operating Memorandum No. 6 to the Amended and Restated Development Agreement
Document Date: Aug. 1, 2018 Number of Pages: 4
Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: _____ | Signer Is Representing: _____ |

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of Ventura )

On August 23, 2014 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

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

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

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public – California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Operating Memorandum No. 6 to the Amended & Restated Development Agreement, containing 3 pages, and dated Aug 1, 2014.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 87 Entry # 6

Notary contact: (805) 223-3090

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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**EXHIBIT I**
**Operating Memorandum No. 7**

RECORDING REQUESTED BY /SYNRGO
LAWYERS TITLE COMPANY

**RECORDING REQUESTED BY:**

**AND WHEN RECORDED MAIL TO:**

CITY CLERK
CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA CA 93061
ORDER NO: 418241035
APN:
REF: LIMONEIRA LEWIS

**20190916-00109539-0 1/7**
**Ventura County Clerk and Recorder**
**MARK A. LUNN**
**09/16/2019 01:21:47 PM**
**1516022 $.00 CE**

**Electronically Recorded in Official Records, County of Ventura**

THIS SPACE FOR RECORDER'S USE ONLY

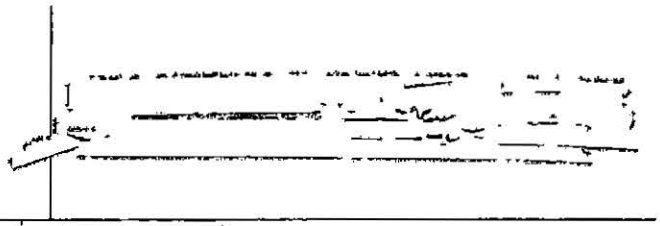
EXEMPT FROM RECORDER'S FEE PURSUANT TO GOVERNMENT CODE 6103

# OPERATING AGREEMENT NO. 7 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 20150427-00062760-1/101

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION**
**(ADDITIONAL RECORDING FEE APPLIES)**

RECORDING REQUESTED BY /SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061



DEV19-21103

OPERATING MEMORANDUM NO. 7 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 20150427-00062760-01/101

This Operating Memorandum No. 7 (the "Operating Memorandum") is made as of August 21, 2019 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

## RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

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

C. Section 10.1.1 of the Development Agreement authorizes the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. In order to provide increased water storage and pressure to existing City users, Section 3.2.1 of the Development Agreement requires Limoneira Lewis to construct a three million gallon potable water tank/reservoir. The tank/reservoir must be constructed and dedicated to the City before the City issues a certificate of occupancy for the first residential dwelling unit in the Project;

E. Limoneira Lewis constructed the tank/reservoir and it is ready to connected to the City's water system. Currently, there is insufficient demand for water service in the area of the tank/reservoir and, if placed online, water in the tank/reservoir will stagnate;

F. Until there is sufficient demand for water service in the area of the tank/reservoir and in order to prevent the stagnation of water in the tank/reservoir, this Operating Memorandum No. 7 is intended to clarify that the tank/reservoir will be dedicated to the City prior to issuance of a certificate of occupancy for the 100th

residential dwelling unit, unless, based on demand, dedication of the tank/reservoir is requested by the City prior to the 100th residential unit;

G. Through this Operating Memorandum No. 7, the Parties desire to clarify Sections 3.2.1 and 3.1.2 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Water Tanks. Section 3.2.1 of the Development Agreement states, in part:

To protect public health and safety, Developer agrees (at City's request) to elevate the location of a three million gallon potable water tank/reservoir . . . . The three-million gallon tank/reservoir must be constructed and dedicated before the City issues a certificate of occupancy for the first residential dwelling unit in the Project . . . .

Operating Memorandum No. 7 is intended to clarify that the tank/reservoir will be dedicated to the City prior to issuance of a certificate of occupancy for the 100th residential dwelling unit, unless, based on demand, dedication of the tank/reservoir is requested by the City prior to the 100th residential unit.

2. Approval. Limoneira Lewis approves this Operating Memorandum No. 7.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 7, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Ikani Taumoepeau
Acting City Manager

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

Harold Edwards,
Chief Executive Officer

ATTEST:




Lucy Blanco
City Clerk

APPROVED AS TO FORM:

John C. Cotti
City Attorney

STATE OF CALIFORNIA )
) ss.
COUNTY OF Ventura )

On August 23, 2019 before me, Dave M. Malagon, Notary Public,
[here insert name and title of officer]
personally appeared Harold Edwards,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

DAVE M. MALAGON
Notary Public - California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

Signature _____

(Seal)

STATE OF CALIFORNIA )
) ss.
COUNTY OF )

On August 27, 2019 before me, Lucy Blanco, Notary Public,
[here insert name and title of officer]
personally appeared Ikani Taumoepeau,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

Signature _____

(Seal)

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of Ventura )

On August 27, 2019 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Ikani Taumoepeau,

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

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

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public – California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Operating Memorandum No. 7 to Amended & Restated Development Agreement containing 3 pages, and dated August 21, 2019.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-In-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 109 Entry # 7

Notary contact: _____

Other _____

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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

State of California )
County of Ventura )

On August 23, 2019 before me, Dave M. Malagon, Notary Public
*Date* *Here Insert Name and Title of the Officer*

personally appeared Harold Edwards
*Name(s) of Signer(s)*

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

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: _____ | Signer Is Representing: _____ |

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**EXHIBIT J**
**Operating Memorandum No. 8**

RECORDING REQUESTED BY:
Lawyers Title/ EPN

AND WHEN RECORDED MAIL TO:
City Clerk
City of Santa Paula
970 Ventura Street
Santa Paula, Ca 93061

Limoneira

**Electronically Recorded in Official Records**
**County of Ventura County**
**Mark A. Lunn**
**Ventura County Clerk-Recorder**

**DOC# 2022000073769**

**07/07/2022**
**Titles: 1 Pages: 7**
**10:43 AM**
**Total Fees: $0.00**
**ONTIVD**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# OPERATING MEMORANDUM NO.8 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This page is added to provide adequate space for recording information.

RECORDING REQUESTED BY
LAWYERS TITLE COMPANY /ERN

| | |
|---|---|
| RECORDING REQUESTED BY<br>AND WHEN RECORDED MAIL TO:<br>CITY CLERK<br>CITY OF SANTA PAULA<br>970 Ventura Street<br>Santa Paula, CA 93061 | EXEMPT FROM RECORDER'S FEES<br>Pursuant to Government Code § 6103 |

OPERATING MEMORANDUM NO. 8 TO THE
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 8 (the "Operating Memorandum") is made as of 6-21-22 2022 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

Lawyers Title Company has recorded this instrument as an accommodation only. It has not been examined as to it's execution or it's affect upon the title to any real property that may be described therein.

## RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement for developing the area commonly known as "East Area 1." On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

B. The Development Agreement has been amended twice. On March 18, 2020, Section 3.1. l(a) of the 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 Limoneira Lewis 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"). The Development Agreement and Amendment Nos. 1 and 2 are collectively referred to herein as the "Development Agreement";

D. Section 3.3.4 of the Development Agreement provides that if there are delays in completion of any of the improvements specified in Section 3.3 that are outside Developer's control, the City will not unreasonably refuse to issue certificates of occupancy, notwithstanding the deadlines specified in the Development Agreement, so long as Developer is continuing to

pursue completion of the improvements in a good faith and commercially reasonable manner;

E. To date, Developer has used its good faith and commercially reasonable efforts to obtain the necessary rights-of-way to complete the SR 126/Hallock Improvements, but has not been able to acquire all the necessary right-of-way, which is preventing Developer from completing the SR 126/Hallock Improvements;

F. Section 10.1.1 of the Development Agreement authorizes the Parties to enter into an operating memorandum in order to detail the performance of provisions covered in general under the Development Agreement;

G. Through this Operating Memorandum No. 8, the parties confirm that despite Developer's good faith and commercially reasonable efforts to complete the SR 126/Hallock Improvements, Developer has encountered delays beyond its control;

H. Pursuant to Section 3.3.4 of the Development Agreement, City will not withhold certificates of occupancy or other development permits and approvals for the Project if the SR 126/Hallock Improvements or other off-site traffic improvements are not completed by the deadlines specified in Section 3.3 of the Development Agreement;

I. Operating Memorandum No. 8 does not materially alter the rights or obligations of Developer or the City under the Development Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Developer shall continue to use its good faith and commercially reasonable efforts to obtain the necessary rights-of-way and take such further actions as are reasonably necessary to complete the SR 126/Hallock Improvements and the other remaining off-site traffic improvements specified in Section 3.3 of the Development Agreement.

2. Developer will coordinate these efforts with the City and, if necessary, ask the City to acquire any remaining rights-of-way through its power of eminent domain, and upon such request, City Staff will recommend to the City Council that the City acquire the remaining rights-of-way through the exercise of its power of eminent domain.

3. The City will not withhold any certificates of occupancy or other permits needed for development and occupancy of the project based on Developer's inability to complete any of the off-site improvements specified in Section 3.3 of the Development Agreement unless it finds, based on changed circumstances, that Developer has not continued to use its good faith and commercially reasonable efforts to complete such improvements.

4. Approval. Developer and City approve this Operating Memorandum No. 8.

5. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 8, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

6. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended, or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

7. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA

Dan Singer,
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDER LLC
a Delaware limited liability company

By: LIMONEIRA EA1 LAND, LLC
a Delaware limited liability company

By: Limoneira Company,
a Delaware corporation
Its sole Member

By:

Name: MARK PALAMOUNTAIN

Title: CFO

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1904 VENTURA COUNTY

STATE OF CALIFORNIA )
) ss.
COUNTY OF Ventura )

On JUNE 16, 2022 before me, DEANNA RULE, NOTARY PUBLIC.
[here insert name and title of officer]
personally appeared MARK PALAMOUNTAIN,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

DEANNA RULE
Notary Public - California
Ventura County
Commission # 2377920
My Comm. Expires Oct 9, 2025

(Seal)

STATE OF CALIFORNIA )
) ss.
COUNTY OF Ventura )

On JUNE 21, 2022 before me, JULIE LATSHAW, NOTARY PUBLIC,
[here insert name and title of officer]
personally appeared DAN SINGER,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

JULIE LATSHAW
Notary Public - California
Ventura County
Commission # 2401674
My Comm. Expires May 19, 2026

(Seal)

## ACKNOWLEDGMENT

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

State of California
County of VENTURA )

On JUNE 16, 2022 before me, DEANNA RULE NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DEANNA RULE
Notary Public - California
Ventura County
Commission # 2377920
My Comm. Expires Oct 9, 2025

Signature _____ (Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California
County of VENTURA }

On JUNE 21, 2022 before me, JULIE LATSHAW,
*Date* *Here Insert Name and Title of the Officer*

personally appeared DAN SINGER,
*Name(s) of Signer(s)*

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

JULIE LATSHAW
Notary Public - California
Ventura County
Commission # 2401674
My Comm. Expires May 19, 2026

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian of Conservator | ☐ Trustee ☐ Guardian of Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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**EXHIBIT K**
**Form of Offsite Improvement Agreement**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

No fee per Government Code § 6103

APNs 107-0-220-055, -065, -025, -035

**HARVEST AT LIMONEIRA**
**OFFSITE IMPROVEMENT AGREEMENT**

**SANTA PAULA STREET BRIDGE**

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2024 ("Effective Date"), by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("CITY") and LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware Limited Liability Company ("DEVELOPER"). Capitalized terms not otherwise defined in this Agreement will have the meanings attributed to them in the Development Agreement.

The Parties agree as follows:

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

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Original Development Agreement") for developing the area commonly known as "East Area 1" for a mixed-use planned community ("Project") on real property shown in Tract Map No. 5854 recorded in the Official Records of Ventura County ("Official Records") on December 28, 2017, as Document No. 20171220-00164292-0 ("Property").

B. The Original Development Agreement was recorded in the Official Records on April 27, 2015, as Document No. 20150427-00062760-0. On or about September 21, 2015, DEVELOPER became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Original Development Agreement.

C. The Original Development Agreement was amended by the First

Amendment to the Development Agreement, dated March 18, 2020 ("Amendment No. 1"), and by the Second Amendment to the Development Agreement, dated April 21, 2021 ("Amendment No. 2"). The Parties also intend to enter a Third Amendment to the Development Agreement ("Amendment No. 3") in March 2024.

D. The Original Development Agreement has been further clarified and supplemented by Operating Memoranda Nos. 1 - 8 (collectively, the "Operating Memoranda") on file with the City. The Original Development Agreement, as amended by Amendment Nos. 1, 2, and 3, and the Operating Memoranda are collectively referred to herein as the "Development Agreement."

E. Pursuant to the Development Agreement, DEVELOPER must construct certain public improvements known as the Santa Paula Street Bridge improvements ("Improvements"). The Improvements will be constructed in accordance with plans and specifications on file with CITY known as City Drawing No. 40.35.112 and generally described in the attached **Exhibit A.** Section 7.1.2 of the Development Agreement requires DEVELOPER to provide improvement security for the Improvements to the extent they are not financed by a Financing Mechanism.

F. The Acquisition Agreement defined in Section 14, below, together with the CFD No. 1 formation documents, is a Financing Mechanism.

G. Section 14 of the Acquisition Agreement provides that DEVELOPER must secure construction of the Improvements with a bond or other security, but that such bond amount must be reduced by amounts of CFD proceeds dedicated for the Improvements as the City "determine[s] is appropriate."

2. **CONSTRUCTION OF IMPROVEMENTS.** At its sole cost and expense, DEVELOPER agrees to furnish all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary to complete the Improvements set forth in the approved plans and specifications and in conformance with the Approvals (as that term is defined in the Development Agreement), CITY standards, and federal and state requirements.

3. **ESTIMATED COST OF IMPROVEMENTS.**

A. The estimated hard costs of the Improvements is $9,742,000, inclusive of a 15% contingency ("Estimated Hard Costs").

B. A copy of the Estimated Hard Costs is attached hereto as **Exhibit B** and incorporated by this reference.

C. The estimated additional cost to complete the Improvements include final design of 5%, right-of-way acquisition of 5%, permits of 3%, 5% for future

price inflation, and construction management and project management and inspections of 10%, and 5% for future price inflation, less costs incurred to date, for an estimated additional cost of $ $_____ ("Estimated Soft Costs") at time of completion.

D. The combined total of Estimated Hard Costs and Estimated Soft Costs is $_____ (hereafter, the "Total Estimated Costs").

4. **MODIFICATIONS TO TOTAL ESTIMATED COSTS.**

A. The Estimated Hard Costs in **Exhibit B** shall not be increased by more than five percent (5%) without DEVELOPER delivering written notice to the City Engineer. If during the course of construction of the Improvements, DEVELOPER is presented with a change order or set of change orders that would increase the Estimated Hard Costs secured by a bond by more than 15%, DEVELOPER must receive the approval of City Engineer before approving the change order(s), which shall not be unreasonably withheld or conditioned, subject only to the City Engineer's right to require, pursuant to Subsection B below, a corresponding increase in the amount of the bonds for such Improvements.

B. Should the Total Estimated Costs bonded for be inadequate to cover increased costs to complete the Improvements, the City Engineer may require, and Developer will comply with, an increase in the bond coverage to reflect the increased costs for constructing the Improvements to ensure adequate bonds are in place. To the extent such costs exceed the Total Estimated Costs, the bonds applicable to such Improvements shall be increased by the difference.

5. **TIME FOR COMPLETION.** DEVELOPER shall complete the Improvements in accordance with the timing requirements and thresholds set forth in the Development Agreement. Improvements will be deemed "complete" when they may be safely used by pedestrians and motorists for their intended purpose as reasonably determined by the City Engineer. Pursuant to Section 7.2.1 of the Development Agreement, CITY must cooperate with Developer and take all actions necessary and appropriate to facilitate timely completion of the Improvements. To that end, the parties acknowledge that DEVELOPER has exhausted all commercially reasonable efforts to obtain the required property for Improvements, and therefore, the CITY shall be responsible for acquiring any right-of-way or real property interest required by DEVELOPER to complete the Improvements. Notwithstanding the foregoing, it shall remain the DEVELOPER's responsibility to complete the Improvements as set forth in this Section and the Development Agreement, and DEVELOPER will hold CITY free and harmless from any liability arising from any delays in acquiring needed property caused by factors beyond CITY's control. DEVELOPER and CITY shall comply with the following additional schedule and time limits for completion of the Improvements:

| Action | Date |
|---|---|
| Developer has submitted to the City plans, specifications, reports, cost estimates and schedules ("Plan Submittal") to City | Last City submittal made on December 12, 2023. |
| City to submit comments and/or notice of deficiency to Developer with fee deposit request | No later than 45 working days from Plan Submittal |
| Developer to submit fee deposit and responses and/or corrections to City comments and/or notice of deficiency | No later than 45 working days from receipt of City comments and/or notice of deficiency |
| Developer to commence construction | No later than 12 months after receiving all required permits and approvals. |
| Developer to complete construction | No later than 24 months from when construction commences |

CITY's City Manager, in his/her reasonable discretion, may approve extensions of time upon submittal of a written request from DEVELOPER. If DEVELOPER seeks an extension of time to complete the Improvements more than twenty-four (24) months after receipt of all required permits and approvals, DEVELOPER agrees it must obtain the written approval of the Ventura County Fire Department and will provide a copy of said approval to CITY upon receipt.

6. **COMPLETION BY CITY.** Should DEVELOPER fail to complete the Improvements within the time for completion in breach of the terms of this Agreement, CITY, at its option, may enter onto DEVELOPER's property to complete the Improvement and satisfy Section 4, above, at DEVELOPER's cost. This option is in addition to any other remedies available to CITY.

7. **INSPECTION; CONSTRUCTION; FINAL ACCEPTANCE.**

A. DEVELOPER will provide on-site construction management to supervise construction and ensure the Improvements are completed in accordance with the plans approved by the City Engineer. The DEVELOPER shall have responsibility to ensure that the construction is accomplished in accordance with the approved plans and specifications. The DEVELOPER's construction manager shall submit timely requests for inspection by City and/or other required public agencies as needed throughout project construction.

B. The City Engineer shall have the right to inspect the construction of the Improvements to confirm that the construction is accomplished in accordance with the approved plans. City personnel shall have access to the construction at all reasonable times for the purpose of accomplishing

such inspection.

C. After DEVELOPER's contractor has completed the Improvements, DEVELOPER shall request a final inspection of such work, and the work shall be inspected, approved and accepted in strict compliance with the terms of Government Code section 66499.7.

D. No inspection or acceptance pertaining to specific parts of the Improvements shall be construed as final acceptance of any part until the overall final acceptance of the Improvements is made by the CITY in accordance with Government Code section 66499.7 and the Development Agreement. Final acceptance shall not constitute a waiver by CITY of defective work subsequently discovered.

E. DEVELOPER will contract with Psomas as engineer of record to provide construction support services and provide certified as-built plans to the CITY prior to final acceptance of the Improvements.

F. DEVELOPER will contract with a consultant experienced in right-of-way acquisition services for completion of the Improvements.

G. Upon completion of the Improvements and final acceptance by the CITY, DEVELOPER shall promptly file a Notice of Completion with the City Clerk for recordation at the Ventura County Recorder's Office.

8. **CONTINUOUS WORK ON THE IMPROVEMENTS**. After commencement of construction of the Improvements, which will commence within twelve (12) months after receiving all required permits and plan approvals and acquisition of all necessary right-of-way, DEVELOPER shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than sixty (60) days, events of Force Majeure excepted. For the avoidance of doubt, restrictions imposed by a 408 ACOE permit or any other permit or approval, as well as any delays relating thereto, are a Force Majeure event. Notwithstanding the foregoing, the Improvements shall be completed by Developer within twenty – four (24 months) after commencement of construction of the Improvements and accepted by the City in accordance with subsections C. and D. of Section 7, above.

9. **WARRANTY OF IMPROVEMENT PLANS.** DEVELOPER warrants that the plans and specifications for the Improvements shall conform to the Approvals (as the term is defined in the Development Agreement), together with all conditions made a part of such Approvals. Except as directed by CITY, DEVELOPER further warrants that the plans and specifications can be relied upon to accomplish the Improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect except to the extent said plans and specifications were directed by the CITY, DEVELOPER agrees to make such changes

reasonably deemed necessary by CITY to complete the Improvements in a good, workmanlike manner and in accordance with accepted construction practices. DEVELOPER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

10. **CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS**. CITY is not an insurer or surety for the design or construction of the Project. And CITY, its officers, officials, employees, agents, representatives, and certified volunteers are not liable or responsible for any claim arising during construction of the Project or Improvements, unless it can be shown that such person directed that the Project or Improvements be designed or constructed in a manner contrary to the wishes and desires of DEVELOPER, and DEVELOPER filed a written objection or equivalent notice with the City Engineer before commencing such work or Improvement. .

11. **WARRANTY OF WORK.** DEVELOPER warrants that the Improvements will be constructed in conformance with the approved plans and specifications, CITY standards, and the highest industry standards. Should any Improvement fail to comply with this warranty or any other provision of this Agreement within one (1) year after CITY's final acceptance, DEVELOPER shall, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should DEVELOPER fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements to be made before DEVELOPER can be notified, CITY will, at its option, make the necessary repairs, replacements, or reconstruction, as determined by CITY. DEVELOPER shall pay to CITY the actual cost of such repairs, replacements, or reconstruction plus CITY's administrative costs. This section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

12. **REPAIRS AND REPLACEMENTS.** DEVELOPER shall repair or replace, as reasonably determined by CITY, Improvements and monuments destroyed or damaged by DEVELOPER's actions and to repair or replace, as reasonably determined by CITY, any property damaged or destroyed by DEVELOPER. Any such repair or replacement shall be completed to CITY's reasonable satisfaction and approval, and at no cost to CITY and not limited by any surety bond required in this Agreement.

13. **CITY'S RIGHT OF ENTRY**. DEVELOPER grants CITY right of entry to DEVELOPER's property, to the extent applicable, to inspect the Improvements constructed by DEVELOPER and to ensure compliance with this Agreement.

14. **CONTRACT SECURITY.**

A. Concurrently with the execution of this Agreement, DEVELOPER shall

furnish:

i. A surety bond in an amount equal to at least one hundred percent (100%) of the Total Estimated Costs as security for the faithful performance of this Agreement, in the amount of $_____.

ii. A separate surety bond in an amount equal to at least one hundred percent (100%) of the Estimated Hard Costs for said Improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

B. The surety bonds in Subsection A. shall be paid and in effect until the earlier to occur of (i) CITY's final acceptance of the Improvements and receipt of warranty bonds in accordance with the warranty required by Section 11 and 14, or (ii) receipt in CITY's account of CFD bond sale proceeds from Harvest Community Facilities District No. 1 sufficient to fund the Improvements and designated for that purpose. Should another jurisdiction with authority over the Improvements project require security for the Improvements that are duplicative of the amounts set forth in this Agreement, the parties will cooperate in good faith to ensure that Developer is not required to incur the cost of bonding twice for the Improvements and to ensure that City and any other agency requiring bonding are adequately secured, such as adding one or more of the agencies as an obligee to the surety in an appropriate rider to the bonds furnished to the lead agency for the Improvements. Additionally, pursuant to Government Code 66499.5, CITY acknowledges the Improvements contemplated herein are financed and installed pursuant to special assessment proceedings and, in accordance with Santa Paula Municipal Code § 16.80.950 and DEVELOPER's satisfaction of same, agrees that, upon furnishing by the contractor of the faithful performance and labor and material bonds required by the special assessment act being used, the improvement security of the DEVELOPER shall be reduced by an amount corresponding to the amount of such bonds so furnished by the contractor.

C. CFD bond sale proceeds will be paid to DEVELOPER upon completion of the Improvements by DEVELOPER and acquisition of the Improvements by CITY pursuant to this Agreement and the terms of the Funding, Construction and Acquisition Agreement for Harvest Community Facilities District No.1 dated as of March 1, 2017, as may be amended ("Acquisition Agreement"). In the event there are insufficient CFD bond proceeds, the CITY will not be responsible for reimbursing DEVELOPER for the Improvements, and pursuant to Section 15 of the Acquisition Agreement, the CITY is only required to reimburse DEVELOPER for those Public Facilities (as the term is defined in the Acquisition Agreement) which can be reimbursed with the total of the amount of available bond sale proceeds. Nothing herein shall relieve DEVELOPER from its obligation to complete

the Public Facilities pursuant to the terms of this Agreement and the Development Agreement.

D. In accordance with Section 14 of the Acquisition Agreement, the CITY will reduce the aggregate principal amount of the surety bonds by such amount as it determines is appropriate to allocate to the Improvements, upon receipt of the bond sale proceeds.

15. **WARRANTY BONDS.** Prior to CITY's final acceptance of the Improvements, DEVELOPER shall file with the CITY a bond guaranteeing the warranty requirements of Section 11 in the amount of at least ten percent (10%) of the Total Estimated Costs. This warranty bond will be released one year after final acceptance of the Improvements, subject to CITY's timely inspection of the Improvements and determination that the Improvements are free of defects.

16. **PERFORMANCE BY CITY OR SURETY**.

A. Should DEVELOPER fail to construct the Improvements in the manner and at such locations as specified within the time requirements of this Agreement, or if DEVELOPER is not carrying out the intent of this Agreement, CITY may serve written notice upon DEVELOPER and the surety on DEVELOPER's faithful performance bond demanding satisfactory compliance with this Agreement.

B. Should CITY serve such written notice, CITY may do any one, or combination of, the following:

i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five (5) days, assume control and construct the Improvements as DEVELOPER'S successor;

ii. CITY may construct the improvements itself, or by contract, at DEVELOPER's expense on a time and materials basis. In such event, CITY may take possession of and utilize in completing the Improvements' construction, materials, appliances, and other property belonging to DEVELOPER as may be on the site of the work without liability to CITY. DEVELOPER's surety will be liable to CITY for any excess cost of damages incurred by CITY.

C. Nothing in this section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

17. **SURETY BOND TO INCLUDE LETTER OF CREDIT.** The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in the State of California.

18. **BEST MANAGEMENT PRACTICES**. DEVELOPER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Santa Paula Municipal Code, in constructing the improvements anticipated by this Agreement. DEVELOPER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

19. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports specific to the improvements identified herein prepared by DEVELOPER under this Agreement are CITY's property. DEVELOPER may retain copies of said documents and materials as desired, but must deliver all original materials to CITY upon CITY's written notice.

20. **INDEPENDENT CONTRACTOR.** CITY and DEVELOPER agree that DEVELOPER will act as an independent contractor and will have control of all work and the manner in which it is performed. DEVELOPER will be free to contract for similar service to be performed for other employers while under contract with CITY. DEVELOPER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct DEVELOPER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

21. **INDEMNIFICATION.**

A. DEVELOPER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, DEVELOPER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY 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 officers, officials, employees, agents, representatives, and certified volunteers.

C. The Parties agree that this section will remain in full force and effect until the

Improvements have been formally accepted by CITY.

D. The requirements as to the types and limits of insurance coverage to be maintained by DEVELOPER, 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 DEVELOPER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

22. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

| Type of Insurance | Limits |
|---|---|
| Commercial General Liability (Bodily Injury, Personal Injury, and Property Damage) | $5,000,000 Occurrence |
| Commercial Automobile Liability (Any Auto Hired and Non-Owned Liability) | $2,000,000 Per Accident |
| Worker's Compensation | Statutory |
| Employers Liability (Bodily Injury by Accident) | $1,000,000 Each Accident |

B. The amount of insurance set forth above will be a per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officers, officials, agents, employees and volunteers as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days' prior written notice to CITY.

C. DEVELOPER must furnish and require its contractors and subcontractors to furnish to CITY duly authenticated Certificates of Insurance evidencing

maintenance of the insurance required under this Agreement 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." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. DEVELOPER will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

23. **NOTICES.**

A. Unless expressly stated otherwise, all notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

If to the City
City of Santa Paula
Public Works Department
Attn: Clete J. Saunier, P.E., Public Works Director
P.O. Box 569
Santa Paula, CA 93061-0569

If to the Developer
Limoneira Lewis Community Builders LLC
c/o Lewis Management Corporation
Attn: David Lauletta
133 N. 10th Street
Santa Paula, CA 93060

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

24. **COMPLIANCE WITH LAW.** DEVELOPER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at DEVELOPER's own cost.

25. **FORCE MAJEURE.** Developer's time for commencement and completion of the Improvements shall be extended for the period of any delay due to one more of the following circumstances beyond the control and without the fault of DEVELOPER ("Force

Majeure"): adverse weather conditions; flood; earthquakes; strikes; lockouts; acts of God; enemy action; civil commotion; acts or failures to act of a public agency (including, without limitation, delay in the issuance of permits or approvals by governmental authorities that are required for the work); fire or other casualty; failure or inability to secure materials or labor; changes in local, state or federal laws or regulations; pandemics; epidemics; lack of financing due to generally applicable economic conditions affecting the capital markets generally; and strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of DEVELOPER, its contractors, and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. DEVELOPER shall be required to provide CITY with timely notice of the facts and circumstances constituting or giving rise to the Force Majeure event and to keep the CITY fully apprised with respect thereto. The parties shall meet as early as reasonably practicable to discuss the Force Majeure event, agree on any additional actions to be taken by either party, and document the agreed length of delay caused by the Force Majeure event. Should the Force Majeure event be further delays in ACOE issuance of a 408 Permit, "commencement of the grounds" for an extension shall be the date that the ACOE next notifies DEVELOPER of additional requests for information or corrections to its permit application, and notice to the City of the additional requests via email to the Public Works Director and City Engineer shall constitute adequate written notice of the Force Majeure event to the City. The City Manager shall evaluate and approve or deny all claims to Force Majeure made by the DEVELOPER and the decision of the City Manager shall be the final determination of the City, subject only to judicial review.

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

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

28. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

29. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

30. **GOVERNING LAW.** This Agreement 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 Agreement will be in the County of Ventura.

31. **AUTHORITY/MODIFICATION.** This Agreement is subject to and conditioned upon approval and ratification by the Santa Paula City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

32. **BINDING UPON SUCCESSORS**. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the terms will run with the Property and become binding upon DEVELOPER's heirs, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA PAULA,
a municipal corporation

Dan Singer,
City Manager

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

David Lauletta,
Authorized Agent

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

Monica Castillo,
City Attorney

65283.00302\41962492.3

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

*The bridge construction consists of the construction of an approximate 232-foot long single-span bridge over Santa Paula Creek as part of the extension of Santa Paula Street from Grant Line Street to Hallock Drive. The span bridge will be supported by two abutments, wing walls, and will accommodate two 12-foot wide traffic lanes, two 6-foot wide sidewalks, two 5-foot wide bike lanes for a total width of 48-feet. The superstructure of the bridge will be a 232-ft long, 48-ft wide, reinforced concrete, post- tensioned box girder carrying two lanes of traffic, two bike lanes, and two sidewalks. The bridge has been designed as a free-span bridge, with no permanent pier support (substructure) placed in the creek bed. Two abutments will support the superstructure on each side of the creek above the 100-year flood elevation. The plans and specifications for the bridge, known as City Drawing No. 40.35-112, are on file with the City.*



EXHIBIT B

ESTIMATED COST OF IMPROVEMENTS

(Attached behind)

**CITY OF SANTA PAULA**
**LEWIS LIMONEIRA**
**PROJECT: SANTA PAULA CREEK BRIDGE, UNDERCROSSING, AND APPROACH WALLS**
**CITY #**
**DATE: 9/28/2023**

## ENGINEERS OPINION OF PROBABLE COST

| CALTRANS BEES No. | Item No. | ITEM | Unit of Measure | Estimated Quantity | Unit Price | Item Total |
|---|---|---|---|---|---|---|
| | 1 | MOBILIZATION 10% | LS | 1 | $847,083.74 | $847,084 |
| | | **SANTA PAULA CREEK BRIDGE** | | | | |
| 192003 | 2 | STRUCTURE EXCAVATION (BRIDGE) | CY | 649 | $150.00 | $97,315 |
| 193003 | 3 | STRUCTURE BACKFILL (BRIDGE) | CY | 598 | $250.00 | $149,528 |
| 260203 | 4 | CLASS 2 AGGREGATE BASE | CY | 69 | $300.00 | $20,622 |
| 500001 | 5 | PRESTRESSING CAST-IN-PLACE CONCRETE | LB | 83749 | $5.00 | $418,746 |
| 510051 | 6 | STRUCTURAL CONCRETE, BRIDGE FOOTING | CY | 174 | $1,000.00 | $174,222 |
| 510053 | 7 | STRUCTURAL CONCRETE, BRIDGE | CY | 1242 | $2,000.00 | $2,484,682 |
| 510086 | 8 | STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N) | CY | 128 | $1,300.00 | $166,111 |
| 511035 | 9 | ARCHITECTURAL TREATMENT | SF | 1650 | $25.00 | $41,247 |
| 519100 | 10 | JOINT SEAL (MR 3") | LF | 95 | $300.00 | $28,400 |
| 520102 | 11 | BAR REINFORCING STEEL (BRIDGE) | LB | 284514 | $2.50 | $711,285 |
| xxxxx | 12 | WATER PIPE SUPPORTS | LS | 1 | $54,000.00 | $54,000 |
| 839719 | 13 | CONCRETE BARRIER (TYPE 732SW) | LF | 506 | $400.00 | $202,267 |
| 833090 | 14 | TUBULAR HANDRAILING (MODIFIED) | LF | 506 | $175.00 | $88,492 |
| | | **UNDERCROSSING** | | | | |
| 192025 | 15 | STRUCTURE EXCAVATION (CULVERT) | CY | 830 | $150.00 | $124,536 |
| 193004 | 16 | STRUCTURE BACKFILL (CULVERT) | CY | 325 | $180.00 | $58,486 |
| 260203 | 17 | CLASS 2 AGGREGATE BASE | CY | 54 | $300.00 | $16,100 |
| 510090 | 18 | STRUCTURAL CONCRETE, BOX CULVERT | CY | 242 | $2,000.00 | $484,220 |
| 520101 | 19 | BAR REINFORCING STEEL | LB | 46565 | $2.50 | $116,413 |
| 740550 | 20 | PUMPING PLANT EQUIPMENT | LS | 1 | $100,000.00 | $100,000 |
| 190101 | 21 | ROADWAY EXCAVATION | CY | 182 | $150.00 | $27,320 |
| 192037 | 22 | STRUCTURE EXCAVATION (RETAINING WALL) | CY | 2056 | $150.00 | $308,384 |
| 193003 | 23 | STRUCTURE BACKFILL | CY | 71 | $180.00 | $12,700 |
| 260203 | 24 | CLASS 2 AGGREGATE BASE | CY | 309 | $300.00 | $92,556 |
| 510060 | 25 | STRUCTURAL CONCRETE, RETAINING WALL | CY | 643 | $850.00 | $546,628 |
| | 26 | 6" CONCRETE ASPHALT PAVEMENT | SF | 1320 | $10.00 | $13,200 |
| 520101 | 27 | BAR REINFORCING STEEL | LB | 121221 | $2.50 | $303,052 |
| 833033 | 28 | CHAIN LINK RAILING (TYPE 7 MODIFIED) | LF | 407 | $130.00 | $52,910 |
| | | **APPROACH MSE WALLS** | | | | |
| 477020 | 29 | MECHANICALLY STABILIZED EMBANKMENT | SF | 7186 | $120.00 | $862,267 |
| 833090 | 30 | TUBULAR HANDRAILING (MODIFIED) | LF | 722 | $175.00 | $126,350 |
| 839719 | 31 | CONCRETE BARRIER (TYPE 732SW) | LF | 722 | $400.00 | $288,800 |
| | | **OTHER ITEMS** | | | | |
| | 32 | WATERLINE | LS | 1 | $200,000.00 | $200,000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 33 | APPROACH ROADWAY SURFACE, STRIPING, ETC | LS | 1 | $50,000.00 | $50,000 |
| | 34 | ROADWAY LIGHTING | LS | 1 | $50,000.00 | $50,000 |
| | | | | | | |
| | | | | | **SUBTOTAL** | **$8,470,837** |
| | | | | | CONTINGENCY (15%) | $1,270,626 |
| | | | | | **TOTAL** | **$9,741,463** |
| | | | | | ***ROUNDED TOTAL*** | **$9,742,000** |

**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: MID-YEAR FISCAL REPORT

Date: February 21, 2024

Agenda Item: 11.A

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## RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 7502 Amending the City's Operating and CIP Budgets for FY 2022/2023 & 2023/24.

**Presented by**: Finance Director Christy Ramirez

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## BACKGROUND:

The purpose of this Mid-Year Financial Review is to provide a status update on the City's revenue and expenditure activity as it relates to the FY 2023/24 Operating Budget, which was originally adopted on June 21, 2023. This report provides an overview of the revenue and expenditure activity in the General Fund, as well as the City's Special Funds, and presents recommendations for adjustments to the adopted budget, where needed.
The first section of this report is a summary of the financial activity for the City's most significant fund, the General Fund, as of February 13, 2024. Staff has also included discussion on other miscellaneous funds and the Capital Improvement Program (CIP) budget. In analyzing the attached report, the following information should be taken into consideration:

- Revenues and expenditures are recorded during the period received or paid. It is only at the end of the fiscal year that accrual entries are made to associate the revenues and expenditures to the corresponding period.
- The receipt of revenues varies according to the source of funding, so the December totals may not represent six months of revenues in many categories. For example, "Traditional" Property Tax payments are normally received as follows: 56% in December, 41% in April, and 3% in June.
- Expenditures for salaries and some operating costs may be disbursed evenly on a month-to-month basis, however, there are some expenditure line items whereby funds are released or encumbered at the start of the new fiscal year. In addition, expenditures for Liability Insurance, Workers Compensation and Debt Service are made on a quarterly, semi-annual or annual basis.

## ANALYSIS:

Fiscal Year 23/24 revenues are trending below expectations due to a delay in development

activity. This staff report addresses significant variances on a line item basis. Following is a breakdown of staff recommendations to budget modifications for Q2 23/24 by fund:

**GENERAL FUNDS -**

Overall, based on year-to-date activity analysis and comparison to prior year actuals in the Second Quarter of FY 2022/23, revenues and expenditures for the General Fund are tracking as expected, or higher (not including development related revenues). At this time, staff is recommending revenue and expenditure adjustments that continue to maintain a balanced budget, described in further sections of this report.

The General Fund is the general operating fund of the City and accounts for activities and services traditionally associated with general municipal services. When discussing the General Fund in this report, included is the sub funds such as Measure T and Recreation Program funds. Staff has included recommended budget adjustments for all funds within the analysis of the Revenues, Expenditures, and Capital Improvement Program and Other Funds sections of this report. Additionally, a summary by general ledger accounts can be found in Exhibit A to the attached resolution.

Staff continues to closely monitor revenue projections, as well as evaluate resource requirements, and will advise Council of any changes as they arise. Details regarding revenue and expenditure performances, previous Council approved budget appropriations made this fiscal year, as well as recommended budget revisions are further outlined in this report.

**General Fund Revenue Analysis:**

The tables and summary information below provide additional detail on the revenue activity to date on a budget to actual comparison.

| All General Funds | Budget | Actuals | Proposed Adjustments | Variance |
|---|---|---|---|---|
| Charges for Service | 4,454,108 | 459,187 | (1,595,792.00) | 89.7% |
| Licenses & Permits | 254,106 | 169,002 | 18,005.00 | 33.5% |
| Fines & Penalties | 95,000 | 42,055 | - | 55.7% |
| Other Revenue | 21,500 | 165,782 | 157,194.72 | -671.1% |
| Intergovernmental Revenues | 772,371 | 204,673 | 5,000.00 | 73.5% |
| Property Related | 4,804,258 | 2,728,479 | 353,356.05 | 43.2% |
| Sales Tax | 7,972,364 | 3,031,884 | - | 62.0% |
| Other Taxes | 420,500 | 212,425 | - | 49.5% |

| | | | | |
|---|---|---|---|---|
| TOT | 140,000 | 46,330 | - | 66.9% |
| Business License | 140,500 | 97,157 | - | 30.8% |
| Real Property Transfer Tax | 140,000 | 68,937 | - | 50.8% |
| Franchise Fee | 1,067,750 | 485,699 | - | 54.5% |
| Investments & Income | 162,365 | 36,882 | - | 77.3% |
| Transfers | 2,243,204 | - | - | 100.0% |
| **Totals** | **22,267,526** | **7,536,069** | **(1,062,236.23)** | **66.2%** |

**Licenses and Permits** revenue categories are generally on track to reach target levels. Permits budgeted for FY 23/24 primarily consist of regular ongoing activity and are not heavily dependent on development activity, as they are in Charges for Services this year. A modest **increase of $18,005** is recommended for this category.

**Charges for Services** is seeing a significant shortfall due to development activity, specifically in Plan Check Fees. As noted in the budget process, the majority of the $3.5m budget relied on one-time revenues stemming from three major projects. While two projects are anticipated to progress in FY 23/24, the third and most significant has had a change prompting revised fee calculations which necessitate a **$1,595,792 decrease** to this group. The remaining revenues more than likely will not materialize until year two of the FY 23/25 Budget. Staff will return during the third quarter Fiscal Review to determine whether the use of reserves is required or if the Council would like to amend it's Fiscal Policy to reflect a Balanced Budget over two years, as other municipalities who utilize two-year budgeting do.

**Other Revenues** encompasses all other revenues not otherwise mentioned. Staff is recommending an increase of $58,575 to Worker's Compensation for the reimbursement of police department personnel. An additional increase of $1,000 and matching expenditure increase is recommended in grant funding for donations received by the Police Department intended for trainings. Lastly an increase of $97,620 is recommended to recognize the reimbursement of staff time and other costs related to the Waste Haulers Franchise Agreement and the third bond issuance for the Community Facilities District. The total combined **increase recommended is $157,194**.

The **Intergovernmental Revenue** category, which includes the **Prop 172 sales tax** (sales tax for public safety activities), is expected to meet projections. A slight **increase of $5,000** is requested to address POST reimbursement revenue received for training from prior years.

The **Property Tax** category is composed of two payment types - the “Traditional” Property Tax, which are received in large part during the months of December and April, and the Property Tax in Lieu of Motor Vehicle License Fees (MVLF) which is received in two payments during January and May. Traditional property taxes are trending approximately at expected

levels with the exception of residual receipts which require an increase of $108,739 for funds received in January. The first half of the MLVF fees have exceeded projections and staff has been informed of an increased allocation by $244,617 above budgeted figures. Staff recommends an overall **$353,356 increase** in **property tax revenue** to this category.

The annual **Sales Tax** budgeted figure of $6.3m is comprised of twelve (12) monthly payments for the traditional Sales Tax line item, as well as an equal amount of payments for the Measure T 1% Sales Tax. To date, the revenues collected totaled $2.73m, or 43.2% of the estimated revenue for the year, accounting for 5 months of revenue. While a decrease of $100,000 is expected from the loss of a sales tax generator is anticipated, staff has budgeted conservatively so as to not require any budget adjustments at this time.

Other Taxes consists of three subcategories including **Transient Occupancy Tax (TOT), Business License, and Real Property Transfer Tax. TOT** actual revenues are trending on target in comparison with prior year totals, and as such no changes are currently recommended.

The City collects **Franchise Fees** from five main service provider sources (Cable, Electric, Gas, Pipeline, Solid Waste). Each provider of these services has a different payment schedule. Electric and Gas providers make annual payments in April. The Cable provider is on a quarterly payment plan, while Pipeline franchise fees are collected twice a year. This category also includes the Commercial Refuse Hauler, or Trash Hauler Franchise Fees, The Mid-Year totals are on par with projections. Staff will continue to monitor additional franchise payments to determine any further adjustments.

**Investments & Income** Staff is not recommending any changes to this group as revenues are in line with projections.

**Overhead/Transfers In** are revenues provided by other funds to offset costs in the General Fund. These charges are done via journal entry and trued up at the end of the year. No changes are recommended for this category at this time.

**General Fund Expenditure Analysis:**

The General Fund expenditures budget is currently at $22.17 million and reflects the budget originally adopted and additional appropriations approved by Council through December 2023 (not including carryovers).

All departments are currently significantly below the expected target of their overall allocated budgets as of February 13, 2023 primarily due to ongoing staffing shortages throughout the City. Staff is recommending the adjustments shown as bullet points below. These changes will have a net neutral fiscal impact in the General Funds.

- $1.06 million in salary savings in the General Fund (Fund 100)
    - This will include the full use of Measure T funds allocated to the Police Department to be expensed as such.
- $1,000 increase in Police Training to offset the donation received.

Attached for your review is the Purchase Order Activity Report, which has been provided on a quarterly basis to improve transparency, along with a detailed check register, to communicate to the public Council items not brought before the City Council for approval.

**CAPITAL IMPROVEMENT PROGRAM AND OTHER FUNDS:**

On a budget basis, the various grant type funds are balanced with revenues matching expenditures. However, on an actual basis, funds are reimbursed after they are expended. The reimbursement requests for grant expenditures are submitted in a timely manner either on a monthly or quarterly basis by the staff responsible for the project reimbursements. Any negative balances are the result of timing of revenues. Revenue projections are reviewed on a quarterly basis and recommended adjustments are made when necessary.

Staff is recommending an increase of $94,880 in expense allocations for a Yield Reduction Payment for the Santa Paula Utility Authority 2019 Water Revenue Bonds. This payment was unanticipated and stems from the 5th year arbitrage calculation for the bonds, as determined by City consultants.

Staff proposes an increase budget adjustment to FY 22/23 to account for the Interfund Loan Council approved from the Miscellaneous Deposits Fund ($2m) and the Measure T Fund ($.5m) to the Civic Facilities Fund to cover expenses related to the Sports Park Construction, as well as a total budget allocation of $5m for the entire project. The funding, as noted, will be from $2.5m in interfund loans as well as $2.5m in existing fund balance in the Civic Facilities Fees. While Council approved the Interfund Loans and provided direction to move forward with the work, the actual budget allocation was omitted from the staff report and will be needed for auditing purposes.

**STRATEGIC PLAN:**

This item is not a goal or objective in City Council's two-year Strategic Plan, however it is important to communicate the City's fiscal status to the Council and the public to maintain operational excellence.

**FISCAL IMPACTS:**

These changes will have a net neutral impact to the General Funds. The changes recommended to the Water Fund will decrease fund balance by $94,880 until staff can confirm the availability of interest accrued in the project fund. The impacts to the Civic Facilities Fund, Miscellaneous Deposits Fund, and Measure T Fund are neutral as the funding has previously been provided and approved by Council, these adjustments are for administrative purposes.

**OPTIONS:**

1. The Council may reject staff’s recommendations and provide additional guidance on reserve transfers and budget allocations.

**ATTACHMENTS:**

Purchase Order Activity Report.pdf
Budget Resolution 7502.docx

# Purchase Order Activity Report
## Purchase Order Summary

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 014663 | | **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC. | | |
| **Purchase Order:** 19-01292-R4 | | | | |
| 7/1/2023 | Issued | | 33,485.49 | 33485.49 |
| **Vendor Number:** 011089 | | **Vendor Name:** CAROLLO ENGINEERS | | |
| **Purchase Order:** 19-01339-R4 | | | | |
| 7/1/2023 | Issued | | 125,314.54 | 125314.54 |
| 9/21/2023 | Invoiced | FB36960 | (22,770.71) | 102543.83 |
| 9/21/2023 | Invoiced | FB38166 | (26,000.00) | 76543.83 |
| 9/21/2023 | Invoiced | FB40664 | (5,610.00) | 70933.83 |
| 12/14/2023 | Invoiced | FB41864 | (14,500.00) | 56433.83 |
| 12/14/2023 | Invoiced | FB43111 | (1,500.00) | 54933.83 |
| 12/14/2023 | Invoiced | FB39337 | (2,800.00) | 52133.83 |
| 2/8/2024 | Invoiced | FB44386 | (4,500.00) | 47633.83 |
| **Vendor Number:** 014369 | | **Vendor Name:** GSI WATER SOLUTIONS, INC. | | |
| **Purchase Order:** 19-01464-R4 | | | | |
| 7/1/2023 | Issued | | 7,440.57 | 7440.57 |
| **Vendor Number:** 014369 | | **Vendor Name:** GSI WATER SOLUTIONS, INC. | | |
| **Purchase Order:** 19-01508-R4 | | | | |
| 7/1/2023 | Issued | | 146.29 | 146.29 |
| 11/1/2023 | Voided - Change | | (146.29) | 0.00 |
| **Vendor Number:** 010347 | | **Vendor Name:** RINCON CONSULTANTS, INC | | |
| **Purchase Order:** 19-01590-R4 | | | | |
| 7/1/2023 | Issued | | 6.23 | 6.23 |
| **Vendor Number:** 014663 | | **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC. | | |
| **Purchase Order:** 19-01687-R2 | | | | |
| 7/1/2023 | Issued | | 4,679.23 | 4679.23 |
| 9/21/2023 | Invoiced | 22576 | (2,920.00) | 1759.23 |
| **Vendor Number:** 011089 | | **Vendor Name:** CAROLLO ENGINEERS | | |
| **Purchase Order:** 19-01705-R4 | | | | |
| 7/1/2023 | Issued | | 5.46 | 5.46 |
| **Vendor Number:** 015593 | | **Vendor Name:** CANNON CORPORATION | | |
| **Purchase Order:** 19-01709-R2 | | | | |
| 7/1/2023 | Issued | | 254.10 | 254.10 |
| **Vendor Number:** 015438 | | **Vendor Name:** ENCOMPASS CONSULTANT GROUP | | |
| **Purchase Order:** 19-01827-R3 | | | | |
| 7/1/2023 | Issued | | 2,835.00 | 2835.00 |
| **Vendor Number:** 015640 | | **Vendor Name:** HUITT-ZOLLARS, INC. | | |
| **Purchase Order:** 19-01832-R3 | | | | |
| 7/1/2023 | Issued | | 8,637.62 | 8637.62 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 014663 | | **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC. | | |
| **Purchase Order:** 19-01834-R3 | | | | |
| 7/1/2023 | Issued | | 18.75 | 18.75 |
| **Vendor Number:** 014663 | | **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC. | | |
| **Purchase Order:** 19-01835-R3 | | | | |
| 7/1/2023 | Issued | | 12,638.75 | 12638.75 |
| 10/5/2023 | Invoiced | 22622 | (1,137.50) | 11501.25 |
| 11/2/2023 | Invoiced | 22673 | (2,450.00) | 9051.25 |
| 12/14/2023 | Invoiced | 22698 | (700.00) | 8351.25 |
| 1/25/2024 | Invoiced | 22730 | (787.50) | 7563.75 |
| **Vendor Number:** 015636 | | **Vendor Name:** S.L LEONARD & ASSOCIATES, INC. | | |
| **Purchase Order:** 19-01850-R3 | | | | |
| 7/1/2023 | Issued | | 4,518.75 | 4518.75 |
| **Vendor Number:** 015636 | | **Vendor Name:** S.L LEONARD & ASSOCIATES, INC. | | |
| **Purchase Order:** 19-01851-R3 | | | | |
| 7/1/2023 | Issued | | 5,310.55 | 5310.55 |
| **Vendor Number:** 015636 | | **Vendor Name:** S.L LEONARD & ASSOCIATES, INC. | | |
| **Purchase Order:** 19-01852-R3 | | | | |
| 7/1/2023 | Issued | | 6,390.55 | 6390.55 |
| **Vendor Number:** 015633 | | **Vendor Name:** M6 CONSULTING, INC. | | |
| **Purchase Order:** 19-01874-R3 | | | | |
| 7/1/2023 | Issued | | 899.50 | 899.50 |
| **Vendor Number:** 015633 | | **Vendor Name:** M6 CONSULTING, INC. | | |
| **Purchase Order:** 19-01887-R3 | | | | |
| 7/1/2023 | Issued | | 8,925.04 | 8925.04 |
| **Vendor Number:** 010602 | | **Vendor Name:** JENSEN DESIGN & SURVEY INC | | |
| **Purchase Order:** 19-01896-R3 | | | | |
| 7/1/2023 | Issued | | 40,235.25 | 40235.25 |
| 10/5/2023 | Invoiced | 64814 | (1,005.00) | 39230.25 |
| **Vendor Number:** 015632 | | **Vendor Name:** EARTH SYSTEMS PACIFIC | | |
| **Purchase Order:** 19-01918-R3 | | | | |
| 7/1/2023 | Issued | | 6,913.48 | 6913.48 |
| **Vendor Number:** 011598 | | **Vendor Name:** JHD PLANNING LLC | | |
| **Purchase Order:** 19-01982-R3 | | | | |
| 7/1/2023 | Issued | | 19,050.00 | 19050.00 |
| 9/21/2023 | Invoiced | 5 2023 | (6,600.00) | 12450.00 |
| 9/21/2023 | Invoiced | 7 2023 | (6,750.00) | 5700.00 |
| **Vendor Number:** 015633 | | **Vendor Name:** M6 CONSULTING, INC. | | |
| **Purchase Order:** 19-01987-R3 | | | | |
| 7/1/2023 | Issued | | 16,537.50 | 16537.50 |
| **Vendor Number:** 012961 | | **Vendor Name:** VISTA FORD | | |
| **Purchase Order:** 21-10058-R2 | | | | |
| 7/1/2023 | Issued | | 28,978.72 | 28978.72 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 015884 | | **Vendor Name:** NATIONAL AUTO FLEET GROUP | | |
| **Purchase Order:** 21-10107-R2 | | | | |
| 7/1/2023 | Issued | | 30,762.51 | 30762.51 |
| **Vendor Number:** 015633 | | **Vendor Name:** M6 CONSULTING, INC. | | |
| **Purchase Order:** 21-10110-R2 | | | | |
| 7/1/2023 | Issued | | 777.50 | 777.50 |
| **Vendor Number:** 010241 | | **Vendor Name:** OILFIELD ELECTRIC & MOTOR | | |
| **Purchase Order:** 21-10139-R2 | | | | |
| 7/1/2023 | Issued | | 75,500.00 | 75500.00 |
| **Vendor Number:** 010241 | | **Vendor Name:** OILFIELD ELECTRIC & MOTOR | | |
| **Purchase Order:** 21-10140-R2 | | | | |
| 7/1/2023 | Issued | | 87,530.00 | 87530.00 |
| **Vendor Number:** 010347 | | **Vendor Name:** RINCON CONSULTANTS, INC | | |
| **Purchase Order:** 21-10155-R2 | | | | |
| 7/1/2023 | Issued | | 28,152.91 | 28152.91 |
| **Vendor Number:** 015640 | | **Vendor Name:** HUITT-ZOLLARS, INC. | | |
| **Purchase Order:** 21-10176-R2 | | | | |
| 7/1/2023 | Issued | | 71,795.11 | 71795.11 |
| 10/5/2023 | Invoiced | 3134740108 | (16,657.50) | 55137.61 |
| 11/16/2023 | Invoiced | 3134740109 | (20,377.49) | 34760.12 |
| 11/16/2023 | Invoiced | 3134740110 | (860.00) | 33900.12 |
| 12/14/2023 | Invoiced | 3134740111 | (5,037.50) | 28862.62 |
| 1/11/2024 | Invoiced | 3134740112 | (4,225.00) | 24637.62 |
| **Vendor Number:** 014663 | | **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC. | | |
| **Purchase Order:** 21-10179-R2 | | | | |
| 7/1/2023 | Issued | | 490,373.65 | 490373.65 |
| 10/5/2023 | Invoiced | 22629 | (52,832.40) | 437541.25 |
| 11/2/2023 | Invoiced | 22681 | (99,576.83) | 337964.42 |
| 12/14/2023 | Invoiced | 22705 | (48,200.00) | 289764.42 |
| 2/8/2024 | Invoiced | 22734 | (85,009.50) | 204754.92 |
| **Vendor Number:** 015438 | | **Vendor Name:** ENCOMPASS CONSULTANT GROUP | | |
| **Purchase Order:** 21-10186-R2 | | | | |
| 7/1/2023 | Issued | | 322.50 | 322.50 |
| **Vendor Number:** 015438 | | **Vendor Name:** ENCOMPASS CONSULTANT GROUP | | |
| **Purchase Order:** 21-10189-R2 | | | | |
| 7/1/2023 | Issued | | 7,028.44 | 7028.44 |
| 9/21/2023 | Invoiced | 04717 | (426.25) | 6602.19 |
| **Vendor Number:** 015438 | | **Vendor Name:** ENCOMPASS CONSULTANT GROUP | | |
| **Purchase Order:** 21-10190-R2 | | | | |
| 7/1/2023 | Issued | | 13,247.25 | 13247.25 |
| 9/21/2023 | Invoiced | 04718 | (4,638.75) | 8608.50 |
| 12/14/2023 | Invoiced | 04829 | (2,090.80) | 6517.70 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 011089 | | **Vendor Name:** CAROLLO ENGINEERS | | |
| **Purchase Order:** 21-10194-R2 | | | | |
| 7/1/2023 | Issued | | 106,808.49 | 106808.49 |
| 10/19/2023 | Invoiced | FB42747 | (6,632.75) | 100175.74 |
| 10/19/2023 | Invoiced | FB38537 | (1,065.25) | 99110.49 |
| 10/19/2023 | Invoiced | FB41209 | (4,214.00) | 94896.49 |
| 11/30/2023 | Invoiced | FB43886 | (7,689.50) | 87206.99 |
| 12/28/2023 | Invoiced | FB45214 | (4,691.00) | 82515.99 |
| 1/11/2024 | Invoiced | FB45479 | (5,325.75) | 77190.24 |
| **Vendor Number:** 010975 | | **Vendor Name:** VENTURA REGIONAL SANITATION DISTRICT | | |
| **Purchase Order:** 21-10196-R2 | | | | |
| 7/1/2023 | Issued | | 12,567.00 | 12567.00 |
| 11/6/2023 | Voided - Change | | (12,567.00) | 0.00 |
| **Vendor Number:** 015640 | | **Vendor Name:** HUITT-ZOLLARS, INC. | | |
| **Purchase Order:** 21-10216-R2 | | | | |
| 7/1/2023 | Issued | | 82,668.49 | 82668.49 |
| 10/5/2023 | Invoiced | 3134730108 | (18,347.50) | 64320.99 |
| 11/16/2023 | Invoiced | 3134730110 | (860.00) | 63460.99 |
| 11/16/2023 | Invoiced | 3134730109 | (27,945.00) | 35515.99 |
| 12/14/2023 | Invoiced | 3134730111 | (4,387.50) | 31128.49 |
| 1/11/2024 | Invoiced | 3134730112 | (2,555.00) | 28573.49 |
| **Vendor Number:** 014663 | | **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC. | | |
| **Purchase Order:** 22-02651-R2 | | | | |
| 7/1/2023 | Issued | | 17,401.25 | 17401.25 |
| 10/5/2023 | Invoiced | 22621 | (1,237.50) | 16163.75 |
| 11/2/2023 | Invoiced | 22675 | (2,350.00) | 13813.75 |
| 12/14/2023 | Invoiced | 22697 | (3,500.00) | 10313.75 |
| 1/25/2024 | Invoiced | 22733 | (1,493.75) | 8820.00 |
| **Vendor Number:** 016021 | | **Vendor Name:** VISTA PAINT | | |
| **Purchase Order:** 22-02671-R1 | | | | |
| 7/1/2023 | Issued | | 3,000.00 | 3000.00 |
| **Vendor Number:** 013360 | | **Vendor Name:** ENGEO INCORPORATED | | |
| **Purchase Order:** 22-02688-R1 | | | | |
| 7/1/2023 | Issued | | 21,887.00 | 21887.00 |
| 11/29/2023 | Voided - Change | | (21,887.00) | 0.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 012696 | | **Vendor Name:** TORO ENTERPRISES, INC. | | |
| **Purchase Order:** 22-02701-R1 | | | | |
| 7/1/2023 | Issued | | 6,448,168.00 | 6448168.00 |
| 10/5/2023 | Invoiced | 16904 R | (770,104.89) | 5678063.11 |
| 10/5/2023 | Changed | | 52,094.14 | 5730157.25 |
| 10/9/2023 | Changed | | 57,078.66 | 5787235.91 |
| 10/10/2023 | Changed | | 774,785.88 | 6562021.79 |
| 11/15/2023 | Changed | | 42,791.86 | 6604813.65 |
| 11/16/2023 | Invoiced | 17197 | (769,550.00) | 5835263.65 |
| 11/16/2023 | Invoiced | 17112 | (1,016,139.91) | 4819123.74 |
| 11/30/2023 | Invoiced | 17270 | (480,687.30) | 4338436.44 |
| 1/3/2024 | Changed | | 1,654,654.11 | 5993090.55 |
| 1/25/2024 | Invoiced | 17368 R | (431,339.78) | 5561750.77 |
| 1/29/2024 | Changed | | 160,628.16 | 5722378.93 |
| 2/8/2024 | Invoiced | 17462 | (308,819.33) | 5413559.60 |
| **Vendor Number:** 015438 | | **Vendor Name:** ENCOMPASS CONSULTANT GROUP | | |
| **Purchase Order:** 22-02702-R1 | | | | |
| 7/1/2023 | Issued | | 2,000.00 | 2000.00 |
| **Vendor Number:** 016027 | | **Vendor Name:** YUNEX LLC | | |
| **Purchase Order:** 22-02703-R1 | | | | |
| 7/1/2023 | Issued | | 1,068.66 | 1068.66 |
| 1/11/2024 | Invoiced | 90000959 PO#02703-R1 | (341.00) | 727.66 |
| **Vendor Number:** 016079 | | **Vendor Name:** MARIPOSA TREE MANAGEMENT, INC. | | |
| **Purchase Order:** 22-02715-R1 | | | | |
| 7/1/2023 | Issued | | 16,753.65 | 16753.65 |
| **Vendor Number:** 015001 | | **Vendor Name:** SYNAGRO-WWT, INC. | | |
| **Purchase Order:** 22-02722-R1 | | | | |
| 7/1/2023 | Issued | | 14,137.98 | 14137.98 |
| 9/29/2023 | Voided - Change | | (14,137.98) | 0.00 |
| **Vendor Number:** 013544 | | **Vendor Name:** LARRY WALKER ASSOCIATES, INC. | | |
| **Purchase Order:** 22-02723-R1 | | | | |
| 7/1/2023 | Issued | | 27,706.25 | 27706.25 |
| **Vendor Number:** 016096 | | **Vendor Name:** GERALD GARCIA | | |
| **Purchase Order:** 22-02731-R1 | | | | |
| 7/1/2023 | Issued | | 3,000.00 | 3000.00 |
| **Vendor Number:** 015884 | | **Vendor Name:** NATIONAL AUTO FLEET GROUP | | |
| **Purchase Order:** 22-02732-R1 | | | | |
| 7/1/2023 | Issued | | 37,131.12 | 37131.12 |
| 1/11/2024 | Invoiced | WF8817 | (37,131.12) | 0.00 |
| **Vendor Number:** 015633 | | **Vendor Name:** M6 CONSULTING, INC. | | |
| **Purchase Order:** 22-02739-R1 | | | | |
| 7/1/2023 | Issued | | 28,824.90 | 28824.90 |
| **Vendor Number:** 015450 | | **Vendor Name:** NORTHERN DIGITAL, INC. | | |
| **Purchase Order:** 22-02749-R1 | | | | |
| 7/1/2023 | Issued | | 40,029.00 | 40029.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 013911 | | **Vendor Name:** MKN ASSOCIATES INC | | |
| **Purchase Order:** 22-02761-R1 | | | | |
| 7/1/2023 | Issued | | 767,099.34 | 767099.34 |
| 10/19/2023 | Invoiced | 1039237-YEAR ONE | (41,082.40) | 726016.94 |
| 10/19/2023 | Invoiced | 1039239-YEAR ONE | (16,462.53) | 709554.41 |
| 11/16/2023 | Invoiced | 1039441 YEAR ONE | (19,478.09) | 690076.32 |
| 12/28/2023 | Invoiced | 1039590 PO 22-02761-R | (8,383.94) | 681692.38 |
| 1/10/2024 | Changed | | (164,938.39) | 516753.99 |
| 1/25/2024 | Invoiced | 1039765 PO#22-02761-I | (43,523.96) | 473230.03 |
| **Vendor Number:** 015633 | | **Vendor Name:** M6 CONSULTING, INC. | | |
| **Purchase Order:** 22-02764-R1 | | | | |
| 7/1/2023 | Issued | | 1,084.07 | 1084.07 |
| **Vendor Number:** 016062 | | **Vendor Name:** BANNER BANK | | |
| **Purchase Order:** 22-02780-R1 | | | | |
| 7/1/2023 | Issued | | 342,518.50 | 342518.50 |
| 10/5/2023 | Invoiced | 16904R-RET | (40,531.83) | 301986.67 |
| 11/8/2023 | Changed | | (57,078.66) | 244908.01 |
| 11/8/2023 | Changed | | 40,778.21 | 285686.22 |
| 11/15/2023 | Changed | | 2,252.20 | 287938.42 |
| 11/16/2023 | Invoiced | 17112-RET | (53,481.05) | 234457.37 |
| 11/30/2023 | Invoiced | 17270-RET | (25,299.33) | 209158.04 |
| 12/28/2023 | Invoiced | 17197-RET | (40,502.63) | 168655.41 |
| 1/3/2024 | Changed | | 87,087.58 | 255742.99 |
| 1/25/2024 | Invoiced | 17368 R-RET | (22,702.10) | 233040.89 |
| 1/29/2024 | Changed | | 8,454.11 | 241495.00 |
| 2/8/2024 | Invoiced | 17462-RET | (16,253.65) | 225241.35 |
| **Vendor Number:** 015399 | | **Vendor Name:** ROBERT WILLIAM COMPANY, LLC | | |
| **Purchase Order:** 22-02781-R1 | | | | |
| 7/1/2023 | Issued | | 70,319.64 | 70319.64 |
| **Vendor Number:** 012895 | | **Vendor Name:** MNS ENGINEERS, INC. | | |
| **Purchase Order:** 22-02782-R1 | | | | |
| 7/1/2023 | Issued | | 47,875.13 | 47875.13 |
| 11/2/2023 | Invoiced | 83865 | (9,373.75) | 38501.38 |
| 11/2/2023 | Invoiced | 84106 | (7,770.76) | 30730.62 |
| 11/2/2023 | Invoiced | 84439 | (3,193.75) | 27536.87 |
| 12/14/2023 | Invoiced | 84635 | (1,518.75) | 26018.12 |
| **Vendor Number:** 014663 | | **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC. | | |
| **Purchase Order:** 22-02783-R1 | | | | |
| 7/1/2023 | Issued | | 274,832.20 | 274832.20 |
| 10/5/2023 | Invoiced | 22630 | (22,799.80) | 252032.40 |
| 11/16/2023 | Invoiced | 22680 | (70,494.58) | 181537.82 |
| 12/14/2023 | Invoiced | 22710 | (44,336.26) | 137201.56 |
| 2/8/2024 | Invoiced | 22732 | (36,542.98) | 100658.58 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 010149 | | **Vendor Name:** EJS CONSTRUCTION | | |
| **Purchase Order:** 22-02787-R1 | | | | |
| 7/1/2023 | Issued | | 9,687.07 | 9687.07 |
| **Vendor Number:** 016120 | | **Vendor Name:** CANYON SPRINGS ENTERPRISES | | |
| **Purchase Order:** 22-02788-R1 | | | | |
| 7/1/2023 | Issued | | 3,631,901.06 | 3631901.06 |
| 9/21/2023 | Invoiced | 07 | (221,166.88) | 3410734.18 |
| 10/5/2023 | Invoiced | 06 | (232,883.56) | 3177850.62 |
| 11/2/2023 | Invoiced | 08 | (189,219.64) | 2988630.98 |
| 12/28/2023 | Invoiced | 10 | (129,437.50) | 2859193.48 |
| 12/28/2023 | Invoiced | 09 | (276,979.36) | 2582214.12 |
| 1/25/2024 | Invoiced | 11 | (229,092.50) | 2353121.62 |
| **Vendor Number:** 010347 | | **Vendor Name:** RINCON CONSULTANTS, INC | | |
| **Purchase Order:** 22-02792-R1 | | | | |
| 7/1/2023 | Issued | | 1,446.29 | 1446.29 |
| **Vendor Number:** 016027 | | **Vendor Name:** YUNEX LLC | | |
| **Purchase Order:** 22-02793-R1 | | | | |
| 7/1/2023 | Issued | | 14,075.37 | 14075.37 |
| 10/5/2023 | Invoiced | 5610000058 | (4,517.33) | 9558.04 |
| 10/5/2023 | Invoiced | 90000053 | (1,409.64) | 8148.40 |
| 10/19/2023 | Invoiced | 5610000252 | (919.69) | 7228.71 |
| 11/2/2023 | Invoiced | 90000598 | (1,409.64) | 5819.07 |
| 11/30/2023 | Invoiced | 5610000586 | (2,265.89) | 3553.18 |
| 11/30/2023 | Invoiced | 90000815 | (1,409.64) | 2143.54 |
| 1/11/2024 | Invoiced | 90000959 PO#22-02793 | (1,068.64) | 1074.90 |
| **Vendor Number:** 010595 | | **Vendor Name:** J & H ENGINEERING GENERAL CONTRACTOR, INC | | |
| **Purchase Order:** 22-02794-R1 | | | | |
| 7/1/2023 | Issued | | 22,468.09 | 22468.09 |
| **Vendor Number:** 016125 | | **Vendor Name:** ARANDA, MIKE | | |
| **Purchase Order:** 22-02795-R1 | | | | |
| 7/1/2023 | Issued | | 31,080.00 | 31080.00 |
| 8/10/2023 | Invoiced | 0000018 | (2,400.00) | 28680.00 |
| 8/10/2023 | Invoiced | 0000019 | (2,400.00) | 26280.00 |
| 8/24/2023 | Invoiced | 0000020 | (2,400.00) | 23880.00 |
| 9/21/2023 | Invoiced | 0000022 | (2,400.00) | 21480.00 |
| 9/21/2023 | Invoiced | 0000021 | (2,400.00) | 19080.00 |
| 10/5/2023 | Invoiced | 0000023 | (2,400.00) | 16680.00 |
| 10/19/2023 | Invoiced | 0000024 | (2,400.00) | 14280.00 |
| 11/2/2023 | Invoiced | 0000026 | (1,200.00) | 13080.00 |
| 11/2/2023 | Invoiced | 0000025 | (2,400.00) | 10680.00 |
| 1/11/2024 | Invoiced | 0000027 | (1,800.00) | 8880.00 |
| 1/11/2024 | Invoiced | 0000028 | (1,800.00) | 7080.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 015859 | | **Vendor Name:** ROGERS, ANDERSON, MALODY & SCOTT, LLP | | |
| **Purchase Order:** 22-02802-R1 | | | | |
| 7/1/2023 | Issued | | 20,050.00 | 20050.00 |
| 9/21/2023 | Invoiced | 73385 | (12,000.00) | 8050.00 |
| **Vendor Number:** 015505 | | **Vendor Name:** TRIPEPI, SMITH AND ASSOCIATES, INC. | | |
| **Purchase Order:** 22-02816-R1 | | | | |
| 7/1/2023 | Issued | | 4,200.00 | 4200.00 |
| **Vendor Number:** 016062 | | **Vendor Name:** BANNER BANK | | |
| **Purchase Order:** 22-02818-R1 | | | | |
| 7/1/2023 | Issued | | 161,914.12 | 161914.12 |
| 9/21/2023 | Invoiced | 07 | (11,640.36) | 150273.76 |
| 10/5/2023 | Invoiced | 06 | (12,257.03) | 138016.73 |
| 11/2/2023 | Invoiced | 08 | (9,958.93) | 128057.80 |
| 12/28/2023 | Invoiced | 09 | (14,577.86) | 113479.94 |
| 12/28/2023 | Invoiced | 10 | (6,812.50) | 106667.44 |
| 1/25/2024 | Invoiced | 11 | (12,057.50) | 94609.94 |
| **Vendor Number:** 014663 | | **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC. | | |
| **Purchase Order:** 22-02832-R1 | | | | |
| 7/1/2023 | Issued | | 12,757.26 | 12757.26 |
| 10/5/2023 | Invoiced | 22612 | (875.00) | 11882.26 |
| 11/2/2023 | Invoiced | 22674 | (700.00) | 11182.26 |
| 1/25/2024 | Invoiced | 22731 | (525.00) | 10657.26 |
| **Vendor Number:** 015438 | | **Vendor Name:** ENCOMPASS CONSULTANT GROUP | | |
| **Purchase Order:** 22-02845-R1 | | | | |
| 7/1/2023 | Issued | | 3,978.75 | 3978.75 |
| **Vendor Number:** 011010 | | **Vendor Name:** WILLDAN ENGINEERING | | |
| **Purchase Order:** 22-02852-R1 | | | | |
| 7/1/2023 | Issued | | 82,610.00 | 82610.00 |
| 11/27/2023 | Voided - Change | | (82,610.00) | 0.00 |
| **Vendor Number:** 010347 | | **Vendor Name:** RINCON CONSULTANTS, INC | | |
| **Purchase Order:** 22-02858-R1 | | | | |
| 7/1/2023 | Issued | | 5.90 | 5.90 |
| **Vendor Number:** 015633 | | **Vendor Name:** M6 CONSULTING, INC. | | |
| **Purchase Order:** 22-02859-R1 | | | | |
| 7/1/2023 | Issued | | 440.16 | 440.16 |
| **Vendor Number:** 015886 | | **Vendor Name:** JTEC CORPORATION | | |
| **Purchase Order:** 22-02861-R1 | | | | |
| 7/1/2023 | Issued | | 14,000.00 | 14000.00 |
| **Vendor Number:** 015886 | | **Vendor Name:** JTEC CORPORATION | | |
| **Purchase Order:** 22-02862-R1 | | | | |
| 7/1/2023 | Issued | | 49,000.00 | 49000.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 016177 | | **Vendor Name:** STEIGER, JEFFREY S. | | |
| **Purchase Order:** 22-02863-R1 | | | | |
| 7/1/2023 | Issued | | 52,000.00 | 52000.00 |
| 8/10/2023 | Invoiced | JULY 2023 | (4,000.00) | 48000.00 |
| 8/10/2023 | Invoiced | AUGUST 2023 | (4,000.00) | 44000.00 |
| 9/13/2023 | Invoiced | SEPTEMBER 2023 | (4,000.00) | 40000.00 |
| 9/21/2023 | Invoiced | OCTOBER 2023 | (4,000.00) | 36000.00 |
| 10/19/2023 | Invoiced | NOVEMBER 2023 | (4,000.00) | 32000.00 |
| 11/30/2023 | Invoiced | DECEMBER 2023 | (4,000.00) | 28000.00 |
| 12/28/2023 | Invoiced | JANUARY 2024 | (4,000.00) | 24000.00 |
| 1/25/2024 | Invoiced | FEBRUARY 2024 | (4,000.00) | 20000.00 |
| **Vendor Number:** 013815 | | **Vendor Name:** PATRIOT ENVIRONMENTAL SERVICES | | |
| **Purchase Order:** 22-02874-R1 | | | | |
| 7/1/2023 | Issued | | 49,500.00 | 49500.00 |
| **Vendor Number:** 016077 | | **Vendor Name:** MORAGA, LARRY CHRIS | | |
| **Purchase Order:** 22-02884-R1 | | | | |
| 7/1/2023 | Issued | | 4,500.00 | 4500.00 |
| **Vendor Number:** 014342 | | **Vendor Name:** FLOORING 101 | | |
| **Purchase Order:** 22-02885-R1 | | | | |
| 7/1/2023 | Issued | | 2,290.00 | 2290.00 |
| **Vendor Number:** 016095 | | **Vendor Name:** LA CASA DE CERAMICA LLC | | |
| **Purchase Order:** 22-02886-R1 | | | | |
| 7/1/2023 | Issued | | 1,193.26 | 1193.26 |
| **Vendor Number:** 016052 | | **Vendor Name:** NATURAL GREEN LANDSCAPE, INC. | | |
| **Purchase Order:** 22-02891-R1 | | | | |
| 7/1/2023 | Changed | | 2,500.00 | 2500.00 |
| 11/14/2023 | Issued | | 20,526.60 | 23026.60 |
| 12/28/2023 | Invoiced | 22879 | (20,526.60) | 2500.00 |
| 12/28/2023 | Invoiced | 22880 | (2,500.00) | 0.00 |
| **Vendor Number:** 015633 | | **Vendor Name:** M6 CONSULTING, INC. | | |
| **Purchase Order:** 22-02894-R1 | | | | |
| 7/1/2023 | Issued | | 18,807.00 | 18807.00 |
| **Vendor Number:** 014315 | | **Vendor Name:** XYLEM WATER SOLUTIONS USA, INC. | | |
| **Purchase Order:** 22-02896-R1 | | | | |
| 7/1/2023 | Issued | | 14,708.32 | 14708.32 |
| 10/5/2023 | Invoiced | 3556C86281 | (14,708.33) | -0.01 |
| **Vendor Number:** 014719 | | **Vendor Name:** INTERWEST CONSULTING GROUP | | |
| **Purchase Order:** 22-02898-R1 | | | | |
| 7/1/2023 | Issued | | 9,290.25 | 9290.25 |
| **Vendor Number:** 010347 | | **Vendor Name:** RINCON CONSULTANTS, INC | | |
| **Purchase Order:** 22-02903-R1 | | | | |
| 7/1/2023 | Issued | | 3.58 | 3.58 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 016221 | | **Vendor Name:** BANUELOS, NICHOLAS | | |
| **Purchase Order:** 22-02906-R1 | | | | |
| 7/1/2023 | Issued | | 4,000.00 | 4000.00 |
| 11/2/2023 | Invoiced | #101223 | (4,000.00) | 0.00 |
| **Vendor Number:** 016117 | | **Vendor Name:** BARRANCO, PABLO | | |
| **Purchase Order:** 22-02915-R1 | | | | |
| 7/1/2023 | Issued | | 5,950.00 | 5950.00 |
| 11/2/2023 | Invoiced | #GVS01 | (5,950.00) | 0.00 |
| **Vendor Number:** 015778 | | **Vendor Name:** ADVANCED TURF SOLUTIONS, INC. | | |
| **Purchase Order:** 22-02920-R1 | | | | |
| 7/1/2023 | Issued | | 2,449.11 | 2449.11 |
| 8/10/2023 | Invoiced | SO1105966 | (2,451.88) | -2.77 |
| **Vendor Number:** 016240 | | **Vendor Name:** ATKINSON, ANDELSON, LOYA, RUUD AND ROMO | | |
| **Purchase Order:** 22-02934-R1 | | | | |
| 7/1/2023 | Issued | | 2,752.30 | 2752.30 |
| 10/19/2023 | Invoiced | 689509 | (1,260.01) | 1492.29 |
| 11/2/2023 | Changed | | (354.79) | 1137.50 |
| 1/3/2024 | Changed | | 1,463.00 | 2600.50 |
| 1/11/2024 | Invoiced | 692149 | (2,598.75) | 1.75 |
| **Vendor Number:** 011389 | | **Vendor Name:** TYLER TECHNOLOGIES, INC | | |
| **Purchase Order:** 23-02921 | | | | |
| 7/5/2023 | Issued | | 11,397.51 | 11397.51 |
| 7/13/2023 | Invoiced | 025-428067 | (11,397.51) | 0.00 |
| **Vendor Number:** 015805 | | **Vendor Name:** JUSTFOIA, INC. | | |
| **Purchase Order:** 23-02922 | | | | |
| 7/5/2023 | Issued | | 5,500.00 | 5500.00 |
| 7/13/2023 | Invoiced | RN13427 | (5,500.00) | 0.00 |
| **Vendor Number:** 010527 | | **Vendor Name:** HDL COREN & CONE | | |
| **Purchase Order:** 23-02923 | | | | |
| 7/5/2023 | Issued | | 12,800.00 | 12800.00 |
| 8/10/2023 | Invoiced | SIN030279 | (3,200.00) | 9600.00 |
| 10/5/2023 | Invoiced | SIN031745 | (267.37) | 9332.63 |
| 11/2/2023 | Invoiced | SIN032992 | (3,200.00) | 6132.63 |
| **Vendor Number:** 013292 | | **Vendor Name:** SANTA PAULA ANIMAL RESCUE CENTER (SPARC) | | |
| **Purchase Order:** 23-02924 | | | | |
| 7/5/2023 | Issued | | 150,000.00 | 150000.00 |
| 7/10/2023 | Invoiced | JULY 2023 | (12,500.00) | 137500.00 |
| 8/1/2023 | Invoiced | AUGUST 2023 | (12,500.00) | 125000.00 |
| 8/24/2023 | Invoiced | SEPTEMBER 2024 | (12,500.00) | 112500.00 |
| 9/21/2023 | Invoiced | OCTOBER 2024 | (12,500.00) | 100000.00 |
| 10/19/2023 | Invoiced | NOVEMBER 2023 | (12,500.00) | 87500.00 |
| 11/16/2023 | Invoiced | DECEMBER 2023 | (12,500.00) | 75000.00 |
| 12/14/2023 | Invoiced | JANUARY 2024 | (12,500.00) | 62500.00 |
| 1/25/2024 | Invoiced | FEBRUARY 2024 | (12,500.00) | 50000.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 016249 | | **Vendor Name:** U.S. SAWS , INC | | |
| **Purchase Order:** 23-02925 | | | | |
| 7/7/2023 | Issued | | 2,219.13 | 2219.13 |
| 7/27/2023 | Invoiced | 1133591 | (2,265.63) | -46.50 |
| **Vendor Number:** 010975 | | **Vendor Name:** VENTURA REGIONAL SANITATION DISTRICT | | |
| **Purchase Order:** 23-02926 | | | | |
| 7/7/2023 | Issued | | 740,066.00 | 740066.00 |
| 8/23/2023 | Changed | | 192,744.00 | 932810.00 |
| 10/19/2023 | Invoiced | 234200-09/30/23 | (87,142.31) | 845667.69 |
| 10/19/2023 | Invoiced | 234206-08/31/23 | (65,622.35) | 780045.34 |
| 10/20/2023 | Invoiced | 234200-07/31/23 | (74,169.76) | 705875.58 |
| 11/16/2023 | Invoiced | 234201-10/31/23 | (36,219.14) | 669656.44 |
| 11/16/2023 | Invoiced | 234200-06/30/23 FINAL | (372.58) | 669283.86 |
| 12/28/2023 | Invoiced | 234200-11/30/23 | (79,726.32) | 589557.54 |
| 12/28/2023 | Invoiced | 234701-11/30/23 | (172,500.00) | 417057.54 |
| 1/25/2024 | Invoiced | 234200-12/31/23 | (81,449.00) | 335608.54 |
| **Vendor Number:** 010975 | | **Vendor Name:** VENTURA REGIONAL SANITATION DISTRICT | | |
| **Purchase Order:** 23-02928 | | | | |
| 7/7/2023 | Issued | | 1,295,379.00 | 1295379.00 |
| 10/5/2023 | Invoiced | 234302 - 06.30.23 CORR | (722.58) | 1294656.42 |
| 10/5/2023 | Invoiced | 234302 - 08.31.23 | (83,472.91) | 1211183.51 |
| 10/19/2023 | Invoiced | 234302-06/30/23 | (722.58) | 1210460.93 |
| 10/19/2023 | Invoiced | 234302-07/31/23 | (83,620.60) | 1126840.33 |
| 11/30/2023 | Invoiced | 234303 - 10.31.23 | (83,301.99) | 1043538.34 |
| 12/14/2023 | Invoiced | 234302 - 09.30.23 | (77,545.98) | 965992.36 |
| 12/28/2023 | Invoiced | 234302-11/30/23 | (82,906.57) | 883085.79 |
| 1/25/2024 | Invoiced | 234302-12/31/23 | (73,930.44) | 809155.35 |
| **Vendor Number:** 015153 | | **Vendor Name:** HINDERLITER DE LLAMAS & ASSOCIATES | | |
| **Purchase Order:** 23-02929 | | | | |
| 7/10/2023 | Issued | | 4,500.00 | 4500.00 |
| 10/5/2023 | Invoiced | SIN031335 | (1,134.40) | 3365.60 |
| 10/5/2023 | Invoiced | SIN031585 | (697.66) | 2667.94 |
| 1/11/2024 | Invoiced | SIN034266 | (1,176.73) | 1491.21 |
| 1/11/2024 | Invoiced | SIN034661 | (300.00) | 1191.21 |
| **Vendor Number:** 010856 | | **Vendor Name:** TRACNET CORP | | |
| **Purchase Order:** 23-02930 | | | | |
| 7/10/2023 | Issued | | 28,117.33 | 28117.33 |
| 7/13/2023 | Invoiced | 10028 | (28,117.33) | 0.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 014369 | | **Vendor Name:** GSI WATER SOLUTIONS, INC. | | |
| **Purchase Order:** 23-02931 | | | | |
| 7/11/2023 | Issued | | 170,446.00 | 170446.00 |
| 10/5/2023 | Invoiced | 00694.010-12 | (31,859.06) | 138586.94 |
| 10/5/2023 | Invoiced | 00694.010-11 | (30,320.51) | 108266.43 |
| 11/2/2023 | Invoiced | 00694.010-13 | (9,434.65) | 98831.78 |
| 11/16/2023 | Invoiced | 00694.010 - 14 | (10,862.87) | 87968.91 |
| 12/28/2023 | Invoiced | 00694.010 - 15 | (10,203.24) | 77765.67 |
| 1/25/2024 | Invoiced | 00694.010 - 16 | (11,284.92) | 66480.75 |
| **Vendor Number:** 013544 | | **Vendor Name:** LARRY WALKER ASSOCIATES, INC. | | |
| **Purchase Order:** 23-02932 | | | | |
| 7/11/2023 | Issued | | 66,000.00 | 66000.00 |
| 10/19/2023 | Invoiced | 00506.12-12 | (2,451.50) | 63548.50 |
| 10/19/2023 | Invoiced | 00506.12-11 | (10,735.75) | 52812.75 |
| 11/2/2023 | Invoiced | 00506.12-13 | (5,447.00) | 47365.75 |
| 12/14/2023 | Invoiced | 00506.12-14 | (5,083.25) | 42282.50 |
| 1/11/2024 | Invoiced | 00506.12-15 | (9,817.25) | 32465.25 |
| 2/8/2024 | Invoiced | 00506.12-16 | (1,236.50) | 31228.75 |
| **Vendor Number:** 011582 | | **Vendor Name:** ECS IMAGING INC | | |
| **Purchase Order:** 23-02933 | | | | |
| 7/11/2023 | Issued | | 7,290.00 | 7290.00 |
| 7/13/2023 | Invoiced | 17886 | (7,290.00) | 0.00 |
| **Vendor Number:** 015236 | | **Vendor Name:** CIVIC PLUS / PATTI CORPORATION | | |
| **Purchase Order:** 23-02935 | | | | |
| 7/12/2023 | Issued | | 5,510.29 | 5510.29 |
| 7/13/2023 | Invoiced | #263627 | (5,510.29) | 0.00 |
| **Vendor Number:** 010385 | | **Vendor Name:** ENVIRONMENTAL HEALTH DIVISION | | |
| **Purchase Order:** 23-02938 | | | | |
| 7/13/2023 | Issued | | 15,049.90 | 15049.90 |
| 7/27/2023 | Invoiced | IN0241618 | (15,049.90) | 0.00 |
| **Vendor Number:** 013911 | | **Vendor Name:** MKN ASSOCIATES INC | | |
| **Purchase Order:** 23-02939 | | | | |
| 7/13/2023 | Issued | | 1,267,783.00 | 1267783.00 |
| 10/19/2023 | Invoiced | 1039237 | (60,394.72) | 1207388.28 |
| 10/19/2023 | Invoiced | 1039239 | (24,155.30) | 1183232.98 |
| 11/16/2023 | Invoiced | 1039441 | (37,190.22) | 1146042.76 |
| 12/28/2023 | Invoiced | 1039590 PO 23-02939 | (31,457.22) | 1114585.54 |
| 1/24/2024 | Invoiced | 1039765 PO#23-02939 | (13,047.01) | 1101538.53 |
| **Vendor Number:** 016254 | | **Vendor Name:** HUNT DESIGN ASSOCIATES, INC. | | |
| **Purchase Order:** 23-02941 | | | | |
| 7/18/2023 | Issued | | 60,000.00 | 60000.00 |
| 10/19/2023 | Invoiced | 10471 | (2,077.50) | 57922.50 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 013561 | | **Vendor Name:** GOVERNMENTJOBS.COM, INC. | | |
| **Purchase Order:** 23-02942 | | | | |
| 7/18/2023 | Issued | | 4,178.00 | 4178.00 |
| 7/27/2023 | Invoiced | INV-34212 | (4,178.00) | 0.00 |
| **Vendor Number:** 011336 | | **Vendor Name:** CDCE INC. | | |
| **Purchase Order:** 23-02943 | | | | |
| 7/18/2023 | Issued | | 2,900.00 | 2900.00 |
| 8/24/2023 | Invoiced | 138445-28 | (290.00) | 2610.00 |
| 10/5/2023 | Invoiced | 138445-29 | (290.00) | 2320.00 |
| 11/2/2023 | Invoiced | 138445-27 | (290.00) | 2030.00 |
| 11/2/2023 | Invoiced | 138445-30 | (290.00) | 1740.00 |
| 11/30/2023 | Invoiced | 138445-31 | (290.00) | 1450.00 |
| 1/11/2024 | Invoiced | 138445-32 | (290.00) | 1160.00 |
| 2/8/2024 | Invoiced | 138445-33 | (290.00) | 870.00 |
| **Vendor Number:** 011336 | | **Vendor Name:** CDCE INC. | | |
| **Purchase Order:** 23-02944 | | | | |
| 7/18/2023 | Issued | | 3,240.00 | 3240.00 |
| 8/24/2023 | Invoiced | 139414-20 | (180.00) | 3060.00 |
| 10/5/2023 | Invoiced | 139414-21 | (180.00) | 2880.00 |
| 11/2/2023 | Invoiced | 139414-22 | (180.00) | 2700.00 |
| 11/2/2023 | Invoiced | 139414-19 | (180.00) | 2520.00 |
| 11/30/2023 | Invoiced | 139414-23 | (180.00) | 2340.00 |
| 1/11/2024 | Invoiced | 139414-24 | (180.00) | 2160.00 |
| 2/8/2024 | Invoiced | 139414-25 | (180.00) | 1980.00 |
| **Vendor Number:** 010975 | | **Vendor Name:** VENTURA REGIONAL SANITATION DISTRICT | | |
| **Purchase Order:** 23-02945 | | | | |
| 7/19/2023 | Issued | | 45,048.30 | 45048.30 |
| 11/30/2023 | Invoiced | 234700-09/30/23 | (27,208.18) | 17840.12 |
| **Vendor Number:** 015175 | | **Vendor Name:** ANDERSON REFRIGERATION, INC. | | |
| **Purchase Order:** 23-02946 | | | | |
| 7/19/2023 | Issued | | 9,890.00 | 9890.00 |
| 9/21/2023 | Invoiced | #4549343 | (9,890.00) | 0.00 |
| **Vendor Number:** 011524 | | **Vendor Name:** SOLID WASTE SOLUTIONS | | |
| **Purchase Order:** 23-02947 | | | | |
| 7/19/2023 | Issued | | 31,700.00 | 31700.00 |
| 8/24/2023 | Invoiced | 190 | (3,631.75) | 28068.25 |
| 9/21/2023 | Invoiced | 321 | (1,616.75) | 26451.50 |
| 11/16/2023 | Invoiced | 192 | (6,650.25) | 19801.25 |
| 11/16/2023 | Invoiced | 191 | (2,263.50) | 17537.75 |
| 12/14/2023 | Invoiced | 193 | (646.75) | 16891.00 |
| 1/11/2024 | Invoiced | 194 | (833.25) | 16057.75 |
| **Vendor Number:** 016180 | | **Vendor Name:** SUPERIOR ELECTRIC MOTOR SERVICE, INC. | | |
| **Purchase Order:** 23-02948 | | | | |
| 7/20/2023 | Issued | | 3,989.13 | 3989.13 |
| 8/24/2023 | Invoiced | 133039 | (3,841.52) | 147.61 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 015666 | | **Vendor Name:** GOVINVEST INC. | | |
| **Purchase Order:** 23-02949 | | | | |
| 7/20/2023 | Issued | | 7,000.00 | 7000.00 |
| 7/27/2023 | Invoiced | 2023-4536 | (7,000.00) | 0.00 |
| **Vendor Number:** 013039 | | **Vendor Name:** GRANICUS, INC. | | |
| **Purchase Order:** 23-02950 | | | | |
| 7/24/2023 | Issued | | 25,700.59 | 25700.59 |
| 7/27/2023 | Invoiced | 168566 | (25,700.59) | 0.00 |
| **Vendor Number:** 016276 | | **Vendor Name:** YSI, INC | | |
| **Purchase Order:** 23-02951 | | | | |
| 7/27/2023 | Issued | | 29,154.07 | 29154.07 |
| 12/28/2023 | Invoiced | 1039846 | (5,976.90) | 23177.17 |
| 12/28/2023 | Invoiced | 1042952 | (1,484.11) | 21693.06 |
| 12/28/2023 | Invoiced | 1041973 | (20,693.07) | 999.99 |
| **Vendor Number:** 015989 | | **Vendor Name:** MERCHANT MCINTYRE & ASSOCIATES, LLC | | |
| **Purchase Order:** 23-02952 | | | | |
| 7/27/2023 | Issued | | 78,000.00 | 78000.00 |
| 8/10/2023 | Invoiced | 109-2023-007 | (6,500.00) | 71500.00 |
| 8/24/2023 | Invoiced | 109-2023-008 | (6,500.00) | 65000.00 |
| 9/21/2023 | Invoiced | 109-2023-009 | (6,500.00) | 58500.00 |
| 10/19/2023 | Invoiced | 109-2023-010 | (6,500.00) | 52000.00 |
| 11/30/2023 | Invoiced | 109-2023-011 | (6,500.00) | 45500.00 |
| 12/14/2023 | Invoiced | 109-2023-012 | (6,500.00) | 39000.00 |
| 1/11/2024 | Invoiced | 109-2024-001 | (6,500.00) | 32500.00 |
| **Vendor Number:** 015505 | | **Vendor Name:** TRIPEPI, SMITH AND ASSOCIATES, INC. | | |
| **Purchase Order:** 23-02954 | | | | |
| 7/31/2023 | Issued | | 25,000.00 | 25000.00 |
| 8/10/2023 | Invoiced | 10469 | (1,551.66) | 23448.34 |
| 8/24/2023 | Invoiced | 10675 | (1,551.66) | 21896.68 |
| 10/5/2023 | Invoiced | 10855 | (1,551.96) | 20344.72 |
| 10/19/2023 | Invoiced | 11042 | (1,551.66) | 18793.06 |
| 11/30/2023 | Invoiced | 11238 | (1,551.66) | 17241.40 |
| 11/30/2023 | Invoiced | 10828 | (252.50) | 16988.90 |
| 12/28/2023 | Invoiced | 11410 | (1,551.66) | 15437.24 |
| 1/25/2024 | Invoiced | 11590 | (1,551.66) | 13885.58 |
| 2/8/2024 | Invoiced | 11190 | (404.70) | 13480.88 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 013711 | | **Vendor Name:** INDEPENDENT ORDER OF ODD FELLOWS | | |
| **Purchase Order:** 23-02956 | | | | |
| 8/1/2023 | Issued | | 31,472.00 | 31472.00 |
| 8/1/2023 | Invoiced | JULY 2023 | (2,701.22) | 28770.78 |
| 8/1/2023 | Invoiced | AUGUST 2023 | (2,701.22) | 26069.56 |
| 8/1/2023 | Invoiced | JULY 2023 LATE FEE | (125.00) | 25944.56 |
| 9/13/2023 | Invoiced | SEPTEMBER 2023 | (2,701.22) | 23243.34 |
| 9/21/2023 | Invoiced | OCTOBER 2023 | (2,826.22) | 20417.12 |
| 10/19/2023 | Invoiced | NOVEMBER 2023 | (2,826.22) | 17590.90 |
| 11/30/2023 | Invoiced | DECEMBER 2023 | (2,826.22) | 14764.68 |
| 12/28/2023 | Invoiced | JANUARY 2023 | (2,826.22) | 11938.46 |
| 1/25/2024 | Invoiced | FEBRUARY 2024 | (2,826.22) | 9112.24 |
| **Vendor Number:** 016086 | | **Vendor Name:** THE HOUSE OF MAGIC FOUNDATION FOR THE ARTS, | | |
| **Purchase Order:** 23-02958 | | | | |
| 8/2/2023 | Issued | | 6,600.00 | 6600.00 |
| 8/10/2023 | Invoiced | 06/26/23 - 07/20/2023 | (6,600.00) | 0.00 |
| **Vendor Number:** 014320 | | **Vendor Name:** POLYDYNE, INC. | | |
| **Purchase Order:** 23-02959 | | | | |
| 8/3/2023 | Issued | | 221,100.00 | 221100.00 |
| 8/10/2023 | Invoiced | 1753267 | (25,511.97) | 195588.03 |
| 11/2/2023 | Invoiced | 1766222 | (25,511.97) | 170076.06 |
| 11/16/2023 | Invoiced | 1781254 | (25,511.97) | 144564.09 |
| 12/28/2023 | Invoiced | 1793253 | (25,511.97) | 119052.12 |
| **Vendor Number:** 010017 | | **Vendor Name:** LIEBERT CASSIDY WHITMORE | | |
| **Purchase Order:** 23-02960 | | | | |
| 8/24/2023 | Issued | | 5,070.00 | 5070.00 |
| 8/24/2023 | Invoiced | 244775 | (5,070.00) | 0.00 |
| **Vendor Number:** 014053 | | **Vendor Name:** AMERICA IN BLOOM SANTA PAULA | | |
| **Purchase Order:** 23-02962 | | | | |
| 8/24/2023 | Issued | | 20,000.00 | 20000.00 |
| 9/7/2023 | Invoiced | 299 | (20,000.00) | 0.00 |
| **Vendor Number:** 013539 | | **Vendor Name:** WAGE WORKS, INC. | | |
| **Purchase Order:** 23-02963 | | | | |
| 8/24/2023 | Issued | | 1,357.20 | 1357.20 |
| 9/21/2023 | Invoiced | INV5549900 | (113.10) | 1244.10 |
| 9/21/2023 | Invoiced | INV5439569 | (113.10) | 1131.00 |
| 11/2/2023 | Invoiced | INV5671044 | (113.10) | 1017.90 |
| 1/11/2024 | Invoiced | INV5993137 | (100.00) | 917.90 |
| 1/11/2024 | Invoiced | INV5885489 | (100.00) | 817.90 |
| **Vendor Number:** 016255 | | **Vendor Name:** CITYGATE ASSOCIATES, LLC | | |
| **Purchase Order:** 23-02967 | | | | |
| 7/1/2023 | Issued | | 77,785.00 | 77785.00 |
| 10/5/2023 | Invoiced | 31365 | (3,535.09) | 74249.91 |
| 12/14/2023 | Invoiced | 31395 | (12,095.18) | 62154.73 |
| 12/14/2023 | Invoiced | 31421 | (4,185.78) | 57968.95 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 013575 | **Vendor Name:** KAMRAN & CO. INC. | | | |
| **Purchase Order:** 23-02968 | | | | |
| 9/1/2023 | Issued | | 7,499.56 | 7499.56 |
| 11/16/2023 | Invoiced | 572826 | (7,443.87) | 55.69 |
| **Vendor Number:** 015633 | **Vendor Name:** M6 CONSULTING, INC. | | | |
| **Purchase Order:** 23-02969 | | | | |
| 9/12/2023 | Issued | | 14,454.60 | 14454.60 |
| 9/21/2023 | Invoiced | 2690-C | (14,454.60) | 0.00 |
| **Vendor Number:** 015633 | **Vendor Name:** M6 CONSULTING, INC. | | | |
| **Purchase Order:** 23-02970 | | | | |
| 9/12/2023 | Issued | | 6,003.88 | 6003.88 |
| 9/21/2023 | Invoiced | 2787-C | (6,003.88) | 0.00 |
| **Vendor Number:** 015633 | **Vendor Name:** M6 CONSULTING, INC. | | | |
| **Purchase Order:** 23-02971 | | | | |
| 9/12/2023 | Issued | | 7,030.00 | 7030.00 |
| 9/21/2023 | Invoiced | 2788-C | (7,030.00) | 0.00 |
| **Vendor Number:** 015633 | **Vendor Name:** M6 CONSULTING, INC. | | | |
| **Purchase Order:** 23-02972 | | | | |
| 9/12/2023 | Issued | | 5,694.45 | 5694.45 |
| 9/21/2023 | Invoiced | 2848-C | (5,694.45) | 0.00 |
| **Vendor Number:** 016293 | **Vendor Name:** MCR TECHNOLGIES | | | |
| **Purchase Order:** 23-02973 | | | | |
| 9/12/2023 | Issued | | 8,749.18 | 8749.18 |
| 11/16/2023 | Invoiced | 41970 | (8,720.26) | 28.92 |
| **Vendor Number:** 011389 | **Vendor Name:** TYLER TECHNOLOGIES, INC | | | |
| **Purchase Order:** 23-02974 | | | | |
| 9/13/2023 | Issued | | 14,305.14 | 14305.14 |
| 11/16/2023 | Invoiced | 025-431539 | (14,305.14) | 0.00 |
| **Vendor Number:** 015987 | **Vendor Name:** MAINTSTAR, INC. | | | |
| **Purchase Order:** 23-02975 | | | | |
| 9/14/2023 | Issued | | 24,000.00 | 24000.00 |
| 9/21/2023 | Invoiced | 3136 | (24,000.00) | 0.00 |
| **Vendor Number:** 010424 | **Vendor Name:** FOLSOM LAKE FORD | | | |
| **Purchase Order:** 23-02976 | | | | |
| 9/15/2023 | Issued | | 102,323.78 | 102323.78 |
| 9/21/2023 | Invoiced | FL2106 | (51,161.89) | 51161.89 |
| 9/21/2023 | Invoiced | FL2083 | (51,161.89) | 0.00 |
| **Vendor Number:** 010689 | **Vendor Name:** SANTA PAULA CHAMBER OF COMMERCE | | | |
| **Purchase Order:** 23-02977 | | | | |
| 9/18/2023 | Issued | | 30,000.00 | 30000.00 |
| 10/5/2023 | Invoiced | 1668 | (30,000.00) | 0.00 |
| **Vendor Number:** 011303 | **Vendor Name:** CDW GOVERNMENT INC | | | |
| **Purchase Order:** 23-02978 | | | | |
| 9/19/2023 | Issued | | 7,540.11 | 7540.11 |
| 12/14/2023 | Invoiced | NK72548 | (5,679.00) | 1861.11 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 016242 | | **Vendor Name:** NATIONAL DEMOGRAPHICS, INC | | |
| **Purchase Order:** 23-02979 | | | | |
| 9/19/2023 | Issued | | 47,000.00 | 47000.00 |
| 10/19/2023 | Invoiced | 1770 | (47,000.00) | 0.00 |
| **Vendor Number:** 016252 | | **Vendor Name:** AIR SCIENCE USA, LLC | | |
| **Purchase Order:** 23-02980 | | | | |
| 9/19/2023 | Issued | | 14,054.10 | 14054.10 |
| **Vendor Number:** 016052 | | **Vendor Name:** NATURAL GREEN LANDSCAPE, INC. | | |
| **Purchase Order:** 23-02981 | | | | |
| 9/20/2023 | Issued | | 208,000.00 | 208000.00 |
| 10/19/2023 | Invoiced | 22463 | (5,450.00) | 202550.00 |
| 11/2/2023 | Invoiced | 22251 | (5,450.00) | 197100.00 |
| 11/2/2023 | Invoiced | 22091 | (5,450.00) | 191650.00 |
| 1/10/2024 | Changed | | 27,900.00 | 219550.00 |
| 1/11/2024 | Invoiced | 23083 | (8,450.00) | 211100.00 |
| **Vendor Number:** 016004 | | **Vendor Name:** OPTIV SECURITY INC. | | |
| **Purchase Order:** 23-02982 | | | | |
| 9/20/2023 | Issued | | 8,677.80 | 8677.80 |
| 10/5/2023 | Invoiced | INV-10025855970 | (8,677.80) | 0.00 |
| **Vendor Number:** 011303 | | **Vendor Name:** CDW GOVERNMENT INC | | |
| **Purchase Order:** 23-02983 | | | | |
| 9/20/2023 | Issued | | 16,448.86 | 16448.86 |
| **Vendor Number:** 016303 | | **Vendor Name:** FLOCK GROUP, INC. | | |
| **Purchase Order:** 23-02984 | | | | |
| 9/20/2023 | Issued | | 31,350.00 | 31350.00 |
| 10/5/2023 | Invoiced | INV-12798 | (31,350.00) | 0.00 |
| **Vendor Number:** 010580 | | **Vendor Name:** INTERFACE CHILDREN FAMILY SVCS | | |
| **Purchase Order:** 23-02985 | | | | |
| 9/20/2023 | Issued | | 5,400.00 | 5400.00 |
| 9/21/2023 | Invoiced | 6127 | (5,400.00) | 0.00 |
| **Vendor Number:** 015785 | | **Vendor Name:** FORD MOTOR CREDIT COMPANY LLC | | |
| **Purchase Order:** 23-02986 | | | | |
| 9/20/2023 | Issued | | 33,744.23 | 33744.23 |
| 9/21/2023 | Invoiced | 1775167 | (33,744.23) | 0.00 |
| **Vendor Number:** 016304 | | **Vendor Name:** ALL TRAFFIC SOLUTIONS, INC. | | |
| **Purchase Order:** 23-02987 | | | | |
| 9/25/2023 | Issued | | 18,842.11 | 18842.11 |
| 9/26/2023 | Invoiced | SIN038173 | (18,842.11) | 0.00 |
| **Vendor Number:** 010774 | | **Vendor Name:** PROFESSIONAL POLICE SUPPLY | | |
| **Purchase Order:** 23-02989 | | | | |
| 9/26/2023 | Issued | | 49,090.00 | 49090.00 |
| 10/5/2023 | Invoiced | INV402265 | (24,545.00) | 24545.00 |
| 10/5/2023 | Invoiced | INV402262 | (24,545.00) | 0.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 015874 | | **Vendor Name:** CHANDLER ASSET MANAGEMENT, INC. | | |
| **Purchase Order:** 23-02990 | | | | |
| 9/26/2023 | Issued | | 30,000.00 | 30000.00 |
| 10/19/2023 | Invoiced | 2309SANTAPAU | (2,455.64) | 27544.36 |
| 10/19/2023 | Invoiced | 2307SANTAPAU | (2,442.24) | 25102.12 |
| 10/19/2023 | Invoiced | 2308SANTAPAU | (2,451.94) | 22650.18 |
| 11/16/2023 | Invoiced | 2310SANTAPAU | (2,458.12) | 20192.06 |
| 12/14/2023 | Invoiced | 2311SANTAPAU | (2,472.34) | 17719.72 |
| 1/11/2024 | Invoiced | 2312SANTAPAU | (2,495.52) | 15224.20 |
| **Vendor Number:** 015001 | | **Vendor Name:** SYNAGRO-WWT, INC. | | |
| **Purchase Order:** 23-02991 | | | | |
| 9/27/2023 | Issued | | 275,008.00 | 275008.00 |
| 10/5/2023 | Invoiced | 40605 | (18,857.43) | 256150.57 |
| 10/5/2023 | Invoiced | 40988 | (23,394.71) | 232755.86 |
| 10/19/2023 | Invoiced | 42199 | (23,717.50) | 209038.36 |
| 11/30/2023 | Invoiced | 42671 | (19,486.34) | 189552.02 |
| 12/14/2023 | Invoiced | 43642 | (16,680.06) | 172871.96 |
| 1/25/2024 | Invoiced | 44484 | (17,466.08) | 155405.88 |
| **Vendor Number:** 013908 | | **Vendor Name:** NORTHSTAR CHEMICAL | | |
| **Purchase Order:** 23-02993 | | | | |
| 9/28/2023 | Issued | | 6,821.35 | 6821.35 |
| 10/5/2023 | Invoiced | 258549 | (6,821.35) | 0.00 |
| **Vendor Number:** 014968 | | **Vendor Name:** WILLDAN FINANCIAL SERVICES | | |
| **Purchase Order:** 23-02994 | | | | |
| 9/29/2023 | Issued | | 30,000.00 | 30000.00 |
| 10/5/2023 | Invoiced | 010-55325 | (6,427.00) | 23573.00 |
| 10/5/2023 | Invoiced | 010-55895 | (480.00) | 23093.00 |
| 11/2/2023 | Invoiced | 010-56277 | (625.00) | 22468.00 |
| 11/2/2023 | Invoiced | 010-56339 | (7,714.26) | 14753.74 |
| 12/28/2023 | Invoiced | 010-56811 | (1,343.00) | 13410.74 |
| 1/25/2024 | Invoiced | 010-57216 | (991.00) | 12419.74 |
| **Vendor Number:** 015884 | | **Vendor Name:** NATIONAL AUTO FLEET GROUP | | |
| **Purchase Order:** 23-02995 | | | | |
| 10/5/2023 | Issued | | 59,936.24 | 59936.24 |
| 11/16/2023 | Invoiced | WF8602 | (59,936.24) | 0.00 |
| **Vendor Number:** 016316 | | **Vendor Name:** DREW, BUCK ADAM | | |
| **Purchase Order:** 23-02996 | | | | |
| 10/10/2023 | Issued | | 15,000.00 | 15000.00 |
| 10/10/2023 | Invoiced | 10/09/2023 | (15,000.00) | 0.00 |
| **Vendor Number:** 015450 | | **Vendor Name:** NORTHERN DIGITAL, INC. | | |
| **Purchase Order:** 23-02997 | | | | |
| 10/12/2023 | Issued | | 50,000.00 | 50000.00 |
| 10/19/2023 | Invoiced | 057502 | (4,077.50) | 45922.50 |
| 11/30/2023 | Invoiced | 057550 | (640.00) | 45282.50 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 016320 | | **Vendor Name:** MRC ROCK & SAND LLC | | |
| **Purchase Order:** 23-02999 | | | | |
| 10/16/2023 | Issued | | 35,000.00 | 35000.00 |
| 11/2/2023 | Invoiced | D-042 | (2,000.00) | 33000.00 |
| 12/14/2023 | Invoiced | D-045 | (8,000.00) | 25000.00 |
| **Vendor Number:** 016325 | | **Vendor Name:** SAN BUENAVENTURA RESEARCH ASSOCIATES | | |
| **Purchase Order:** 23-03000 | | | | |
| 10/16/2023 | Issued | | 5,000.00 | 5000.00 |
| **Vendor Number:** 016328 | | **Vendor Name:** PLACER LABS INC. | | |
| **Purchase Order:** 23-03002 | | | | |
| 10/17/2023 | Issued | | 24,000.00 | 24000.00 |
| 10/19/2023 | Invoiced | #12.0939 | (24,000.00) | 0.00 |
| **Vendor Number:** 015633 | | **Vendor Name:** M6 CONSULTING, INC. | | |
| **Purchase Order:** 23-03003 | | | | |
| 10/18/2023 | Issued | | 249,200.00 | 249200.00 |
| 10/19/2023 | Invoiced | 2924 | (23,973.44) | 225226.56 |
| 10/19/2023 | Invoiced | 2928 | (24,284.20) | 200942.36 |
| 11/2/2023 | Invoiced | 2985 | (25,209.20) | 175733.16 |
| 11/30/2023 | Invoiced | 3059 | (26,647.28) | 149085.88 |
| 1/11/2024 | Invoiced | 3141 | (27,942.28) | 121143.60 |
| **Vendor Number:** 015602 | | **Vendor Name:** MATA, IVAN | | |
| **Purchase Order:** 23-03004 | | | | |
| 10/24/2023 | Issued | | 21,120.00 | 21120.00 |
| 10/24/2023 | Invoiced | 1645 | (7,040.00) | 14080.00 |
| 10/24/2023 | Invoiced | 1627 | (7,040.00) | 7040.00 |
| 11/30/2023 | Invoiced | 1661 | (7,040.00) | 0.00 |
| **Vendor Number:** 014427 | | **Vendor Name:** HARRINGTON INDUSTRIAL PLASTICS | | |
| **Purchase Order:** 23-03005 | | | | |
| 10/26/2023 | Issued | | 7,575.68 | 7575.68 |
| 12/28/2023 | Invoiced | 013D0999 | (7,575.68) | 0.00 |
| **Vendor Number:** 016145 | | **Vendor Name:** MARK43, INC. | | |
| **Purchase Order:** 23-03006 | | | | |
| 10/26/2023 | Issued | | 92,873.00 | 92873.00 |
| 12/14/2023 | Invoiced | INV0980 | (39,436.50) | 53436.50 |
| **Vendor Number:** 014315 | | **Vendor Name:** XYLEM WATER SOLUTIONS USA, INC. | | |
| **Purchase Order:** 23-03008 | | | | |
| 10/30/2023 | Issued | | 2,557.79 | 2557.79 |
| 10/30/2023 | Changed | | 0.00 | 2557.79 |
| **Vendor Number:** 013344 | | **Vendor Name:** WEST COAST AIR CONDITIONING | | |
| **Purchase Order:** 23-03009 | | | | |
| 10/30/2023 | Issued | | 19,880.00 | 19880.00 |
| 12/14/2023 | Invoiced | J17340 | (19,880.00) | 0.00 |
| **Vendor Number:** 014369 | | **Vendor Name:** GSI WATER SOLUTIONS, INC. | | |
| **Purchase Order:** 23-03011 | | | | |
| 11/1/2023 | Issued | | 21,746.00 | 21746.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 015016 | | **Vendor Name:** RAMOS LINARES, WILFREDO | | |
| **Purchase Order:** 23-03012 | | | | |
| 11/13/2023 | Issued | | 9,375.00 | 9375.00 |
| **Vendor Number:** 016126 | | **Vendor Name:** ENVISION VTA FD AUTO LLC | | |
| **Purchase Order:** 23-03014 | | | | |
| 10/26/2023 | Issued | | 86,001.02 | 86001.02 |
| 11/16/2023 | Invoiced | 1FD8X3A65NEF86932 | (86,001.16) | -0.14 |
| **Vendor Number:** 011306 | | **Vendor Name:** CONSOLIDATED ELECTRICAL DISTRIBUTOR | | |
| **Purchase Order:** 23-03015 | | | | |
| 11/15/2023 | Issued | | 29,279.31 | 29279.31 |
| 1/11/2024 | Invoiced | 9009-1041565 | (29,279.31) | 0.00 |
| **Vendor Number:** 016352 | | **Vendor Name:** SOUTH COAST ELECTRICAL, INC. | | |
| **Purchase Order:** 23-03016 | | | | |
| 11/15/2023 | Issued | | 11,605.50 | 11605.50 |
| 12/28/2023 | Invoiced | 39919 | (8,855.50) | 2750.00 |
| **Vendor Number:** 016353 | | **Vendor Name:** PLAYCORE WISCONSIN INC. | | |
| **Purchase Order:** 23-03017 | | | | |
| 11/16/2023 | Issued | | 13,849.95 | 13849.95 |
| **Vendor Number:** 014310 | | **Vendor Name:** SCELZI ENTERPRISES, INC | | |
| **Purchase Order:** 23-03018 | | | | |
| 11/16/2023 | Issued | | 39,772.59 | 39772.59 |
| **Vendor Number:** 012119 | | **Vendor Name:** J. VEGA ENGINEERING, INC. | | |
| **Purchase Order:** 23-03019 | | | | |
| 11/21/2023 | Issued | | 532,800.00 | 532800.00 |
| **Vendor Number:** 016360 | | **Vendor Name:** POSITIVE PROMOTIONS, INC. | | |
| **Purchase Order:** 23-03020 | | | | |
| 11/22/2023 | Issued | | 2,801.37 | 2801.37 |
| 1/11/2024 | Invoiced | 07290579 | (479.83) | 2321.54 |
| **Vendor Number:** 015016 | | **Vendor Name:** RAMOS LINARES, WILFREDO | | |
| **Purchase Order:** 23-03021 | | | | |
| 11/22/2023 | Issued | | 4,950.00 | 4950.00 |
| **Vendor Number:** 010791 | | **Vendor Name:** SOFT CHOICE CORPORATION | | |
| **Purchase Order:** 23-03022 | | | | |
| 11/22/2023 | Changed | | 0.00 | 0.00 |
| 12/6/2023 | Issued | | 34,315.49 | 34315.49 |
| 1/11/2024 | Invoiced | 91243147 | (34,315.49) | 0.00 |
| **Vendor Number:** 014968 | | **Vendor Name:** WILLDAN FINANCIAL SERVICES | | |
| **Purchase Order:** 23-03023 | | | | |
| 11/27/2023 | Issued | | 82,610.00 | 82610.00 |
| 11/30/2023 | Invoiced | 010-56684 | (1,365.00) | 81245.00 |
| 12/28/2023 | Invoiced | 010-56827 | (2,975.00) | 78270.00 |
| **Vendor Number:** 012257 | | **Vendor Name:** PROMANTEK, INC. | | |
| **Purchase Order:** 23-03024 | | | | |
| 11/28/2023 | Issued | | 9,314.00 | 9314.00 |
| 11/30/2023 | Invoiced | INV-012194 | (9,314.00) | 0.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 016357 | | **Vendor Name:** AUTONOMY TECHNOLOGY, INC. | | |
| **Purchase Order:** 23-03025 | | | | |
| 11/29/2023 | Issued | | 2,686.37 | 2686.37 |
| **Vendor Number:** 016361 | | **Vendor Name:** BELNICK HOLDCO LLC | | |
| **Purchase Order:** 23-03026 | | | | |
| 11/29/2023 | Issued | | 4,259.76 | 4259.76 |
| 12/14/2023 | Invoiced | INV-16494004 | (4,259.76) | 0.00 |
| **Vendor Number:** 010828 | | **Vendor Name:** STATE WATER RESOURCE CONTROL BOARD | | |
| **Purchase Order:** 23-03027 | | | | |
| 11/30/2023 | Issued | | 17,666.00 | 17666.00 |
| 11/30/2023 | Invoiced | SW-0269613 | (17,666.00) | 0.00 |
| **Vendor Number:** 015914 | | **Vendor Name:** CITY ELECTRIC SUPPLY | | |
| **Purchase Order:** 23-03029 | | | | |
| 12/11/2023 | Issued | | 4,561.67 | 4561.67 |
| **Vendor Number:** 015016 | | **Vendor Name:** RAMOS LINARES, WILFREDO | | |
| **Purchase Order:** 23-03031 | | | | |
| 12/13/2023 | Issued | | 9,375.00 | 9375.00 |
| 12/13/2023 | Voided - Change | | (2,900.00) | 6475.00 |
| 12/14/2023 | Invoiced | 14070 10/08/2023 | (6,475.00) | 0.00 |
| **Vendor Number:** 011341 | | **Vendor Name:** CALIFORNIA JPIA | | |
| **Purchase Order:** 23-03032 | | | | |
| 12/14/2023 | Issued | | 22,500.00 | 22500.00 |
| 12/14/2023 | Invoiced | ADA-187 | (22,500.00) | 0.00 |
| **Vendor Number:** 010828 | | **Vendor Name:** STATE WATER RESOURCE CONTROL BOARD | | |
| **Purchase Order:** 23-03033 | | | | |
| 12/14/2023 | Issued | | 8,431.00 | 8431.00 |
| 12/14/2023 | Invoiced | WD-0231019 | (8,431.00) | 0.00 |
| **Vendor Number:** 010828 | | **Vendor Name:** STATE WATER RESOURCE CONTROL BOARD | | |
| **Purchase Order:** 23-03034 | | | | |
| 12/14/2023 | Issued | | 54,554.00 | 54554.00 |
| 12/14/2023 | Invoiced | WD-0231048 | (54,554.00) | 0.00 |
| **Vendor Number:** 015450 | | **Vendor Name:** NORTHERN DIGITAL, INC. | | |
| **Purchase Order:** 23-03035 | | | | |
| 12/20/2023 | Issued | | 49,990.00 | 49990.00 |
| 1/11/2024 | Invoiced | 57581 | (5,360.00) | 44630.00 |
| **Vendor Number:** 016378 | | **Vendor Name:** THE LEW EDWARDS GROUP | | |
| **Purchase Order:** 23-03037 | | | | |
| 12/21/2023 | Issued | | 165,550.00 | 165550.00 |
| 12/28/2023 | Invoiced | 003 | (24,525.00) | 141025.00 |
| 12/28/2023 | Invoiced | 001 | (6,500.00) | 134525.00 |
| 12/28/2023 | Invoiced | 002 | (6,500.00) | 128025.00 |
| **Vendor Number:** 016217 | | **Vendor Name:** DAVID ATKIN CONSTRUCTION INC. | | |
| **Purchase Order:** 23-03038 | | | | |
| 12/22/2023 | Issued | | 9,510.00 | 9510.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 014663 | | **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC. | | |
| **Purchase Order:** 23-03041 | | | | |
| 12/27/2023 | Changed | | 83,965.00 | 83965.00 |
| 1/8/2024 | Issued | | 39,404.00 | 123369.00 |
| **Vendor Number:** 010685 | | **Vendor Name:** SANTA PAULA BASIN PUMPER ASSOC | | |
| **Purchase Order:** 24-03042 | | | | |
| 12/27/2023 | Issued | | 5,716.00 | 5716.00 |
| 12/28/2023 | Invoiced | 2023-113 | (5,716.00) | 0.00 |
| **Vendor Number:** 015442 | | **Vendor Name:** MARIPOSA LANDSCAPES, INC. | | |
| **Purchase Order:** 24-03045 | | | | |
| 1/8/2024 | Issued | | 42,609.00 | 42609.00 |
| 1/11/2024 | Invoiced | 105350 | (4,868.47) | 37740.53 |
| 2/8/2024 | Invoiced | 105774 | (4,868.47) | 32872.06 |
| **Vendor Number:** 015893 | | **Vendor Name:** INTERNATIONAL BUSINESS INFORMATION TECHNOL | | |
| **Purchase Order:** 24-03046 | | | | |
| 1/8/2024 | Issued | | 6,285.75 | 6285.75 |
| 1/11/2024 | Invoiced | INV-002575 | (6,285.75) | 0.00 |
| **Vendor Number:** 010689 | | **Vendor Name:** SANTA PAULA CHAMBER OF COMMERCE | | |
| **Purchase Order:** 24-03047 | | | | |
| 1/8/2024 | Issued | | 50,000.00 | 50000.00 |
| 1/11/2024 | Invoiced | 09/13/2023 MEETING | (50,000.00) | 0.00 |
| **Vendor Number:** 015859 | | **Vendor Name:** ROGERS, ANDERSON, MALODY & SCOTT, LLP | | |
| **Purchase Order:** 24-03048 | | | | |
| 1/9/2024 | Issued | | 35,000.00 | 35000.00 |
| 1/11/2024 | Invoiced | 74318 | (14,000.00) | 21000.00 |
| **Vendor Number:** 015778 | | **Vendor Name:** ADVANCED TURF SOLUTIONS, INC. | | |
| **Purchase Order:** 24-03049 | | | | |
| 1/10/2024 | Issued | | 3,341.03 | 3341.03 |
| 1/25/2024 | Invoiced | SO1145467 | (3,341.03) | 0.00 |
| **Vendor Number:** 014129 | | **Vendor Name:** SAM HILL & SONS, INC | | |
| **Purchase Order:** 24-03052 | | | | |
| 1/22/2024 | Issued | | 140,000.00 | 140000.00 |
| **Vendor Number:** 016389 | | **Vendor Name:** TINY MOBILE ROBOTS US LLC | | |
| **Purchase Order:** 24-03053 | | | | |
| 1/24/2024 | Issued | | 1,052.11 | 1052.11 |
| **Vendor Number:** 010395 | | **Vendor Name:** FAMCON PIPE & SUPPLY, INC. | | |
| **Purchase Order:** 24-03054 | | | | |
| 1/24/2024 | Issued | | 9,439.05 | 9439.05 |
| 2/8/2024 | Invoiced | S100119687.001 | (7,745.27) | 1693.78 |
| **Vendor Number:** 010736 | | **Vendor Name:** LEAGUE OF CALIFORNIA CITIES | | |
| **Purchase Order:** 24-03055 | | | | |
| 1/29/2024 | Issued | | 14,367.00 | 14367.00 |
| 2/8/2024 | Invoiced | INV-11925-M1Q3H7 | (14,367.00) | 0.00 |

| Date | Activity Type | Payable ID | Activity Amount | Balance |
|---|---|---|---|---|
| **Vendor Number:** 016379 | | **Vendor Name:** KAY PARK REC CORPORATION | | |
| **Purchase Order:** 24-03056 | | | | |
| 1/30/2024 | Issued | | 15,980.97 | 15980.97 |
| **Vendor Number:** 015603 | | **Vendor Name:** TRAFFIC MANAGEMENT, INC. | | |
| **Purchase Order:** 24-03057 | | | | |
| 2/6/2024 | Issued | | 196.65 | 196.65 |
| **Vendor Number:** 016052 | | **Vendor Name:** NATURAL GREEN LANDSCAPE, INC. | | |
| **Purchase Order:** 24-03058 | | | | |
| 2/12/2024 | Issued | | 24,700.00 | 24700.00 |
| **Vendor Number:** 013360 | | **Vendor Name:** ENGEO INCORPORATED | | |
| **Purchase Order:** 24-1014-2023 | | | | |
| 12/6/2023 | Issued | | 39,419.00 | 39419.00 |
| 1/11/2024 | Invoiced | 287093 | (4,969.30) | 34449.70 |
| 1/11/2024 | Invoiced | 284654 | (1,020.00) | 33429.70 |
| 1/11/2024 | Invoiced | 285399 | (1,753.75) | 31675.95 |
| 1/11/2024 | Invoiced | 286002 | (510.00) | 31165.95 |
| 1/11/2024 | Invoiced | 287824 | (1,718.44) | 29447.51 |
| 1/25/2024 | Invoiced | 288472 | (2,042.00) | 27405.51 |
| 2/8/2024 | Invoiced | 286015REV | (5,350.00) | 22055.51 |
| **Vendor Number:** 016027 | | **Vendor Name:** YUNEX LLC | | |
| **Purchase Order:** FY24-1012-2023 | | | | |
| 1/8/2024 | Issued | | 50,358.92 | 50358.92 |
| 2/8/2024 | Invoiced | 5610000973 | (2,120.48) | 48238.44 |
| 2/8/2024 | Invoiced | 5610000985 | (2,581.54) | 45656.90 |
| 2/8/2024 | Invoiced | 5610000986 | (216.54) | 45440.36 |
| 2/8/2024 | Invoiced | 90001195 | (1,409.64) | 44030.72 |
| 2/8/2024 | Invoiced | 90001327 | (1,409.64) | 42621.08 |

**RESOLUTION NO. 7502**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, AMENDING THE CITY'S OPERATING AND CIP BUDGET FOR FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24.**

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

SECTION 1: The City Council adopted the FY 2021-2023 Two Year Operating Budget and Capital Improvement program on June 23, 2021, and the FY 2023-2025 Two Year Operating Budget and Capital Improvement Program Budget on June 21, 2023.

SECTION 2: The City Manager has proposed a budget adjustment as described in the Council report dated February 1, 2024 for Fiscal Year 2022/23 and 2023/24 based on the determination by the City Manager that this adjustment is essential to the City's operations.

SECTION 3: The City Council has reviewed the proposed budget adjustments for the year ending June 30, 2023, and for the second quarter ending December 30, 2023 and does hereby find the recommendation to be necessary and in the City's best interest.

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SECTION 4: The City of Santa Paula's operating and CIP Budget for Fiscal Year 2022/23 is hereby amended as follows:

| ACCOUNT | | INCREASE (CR REVENUE, DR EXPENSE) | DECREASE (DR REVENUE, CR EXPENSE) |
|---|---|---|---|
| 225-9-9377-660 | Construction | 5,000,000 | |
| 225-4-7500-7104 | Transfer from Measure T | 500,000 | |
| 225-4-7500-7105 | Transfer from Misc Deposits | 2,000,000 | |
| 104-5-7500-758 | Transfer to other Misc Funds | 500,000 | |
| 800-5-7500-758 | Transfer to other Misc Funds | 2,000,000 | |
| 620-5-5075-506 | Arbitrage Rebate | 94,880 | |

**Increase – Credits (CR) Revenue and Debits (DR) Expense*
**Decrease – Debits (DR) Revenue and Credits (CR) Expense*

SECTION 5: The City of Santa Paula's operating and CIP Budget for Fiscal Year 2023/24 is hereby amended as follows:

| ACCOUNT | | INCREASE (CR REVENUE, DR EXPENSE) | DECREASE (DR REVENUE, CR EXPENSE) |
|---|---|---|---|
| 100-4-1000-1160 | ELECTRICAL PERMITS | 8,975 | |
| 100-4-1000-1170 | PLUMBING PERMITS | 3,545 | |
| 100-4-1000-1180 | MECHANICAL PERMITS | 4,021 | |

| | | | |
|---|---|---|---|
| 100-4-1000-1240 | ENERGY PERMITS | 1,464 | |
| 100-4-1000-5030 | PLAN CHECK FEES | | 1,625,000 |
| 100-4-1000-5035 | PLAN FILING FEE | 11,000 | |
| 100-4-1000-5054 | ACCESSIBILITY REVIEW | 8,000 | |
| 100-4-1500-3031 | RENTS FROM RAILROAD DEPOT | 1,500 | |
| 100-4-3000-5011 | ZONING & SUBDIVISION FEES | 2,000 | |
| 100-4-3000-5030 | PLAN CHECK FEES | 5,000 | |
| 100-4-4500-4040 | POST REIMBURSEMENT | 5,000 | |
| 100-4-4500-5460 | DONATIONS | 1,000 | |
| 100-4-4500-6105 | WORKERS COMP REIMB-4850 PLAN | 25,158 | |
| 100-4-4500-6106 | WORKERS' COMP REIMB-MISC. | 23,063 | |
| 100-4-4502-6106 | WORKERS' COMP REIMB-MISC. | 2,097 | |
| 100-4-5000-5061 | FILMING FEES-PERSONNEL REIMB | 1,708 | |
| 100-4-7500-0010 | PROPERTY TAXES-SECURED | 108,739 | |
| 100-4-7500-0046 | PROPERTY TX IN LIEU OF MVLF | 244,617 | |
| 100-4-7500-5063 | MISC-DEPARTMENT REIMB | 75,000 | |
| 100-4-7500-5099 | SUSPENSE-REVENUE | 22,620 | |
| 104-4-4500-6106 | WORKERS' COMP REIMB-MISC. | 8,258 | |
| 100-5-XXXX-0XX | VARIOUS SALARIES & BENEFITS | | 1,063,235 |
| 100-5-4502-352 | TRAVEL AND TRAINING | 1,000 | |

**Increase – Credits (CR) Revenue and Debits (DR) Expense*
**Decrease – Debits (DR) Revenue and Credits (CR) Expense*

SECTION 6: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of the City of Santa Paula, and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 21st day of February, 2024.

_____
Leslie Cornejo, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

*Approved as to form:*

_____

Monica Castillo, City Attorney

*Approved as to content:*

_____
Daniel A. Singer, City Manager

**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: AMERICAN RESCUE PLAN ACT (ARPA) UPDATE & FUNDING CONSIDERATIONS

Date: February 21, 2024

Agenda Item: 11.B

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## RECOMMENDATION:

Staff recommends City Council:

1. Receive an update from staff on completed ARPA programs, projects or purchases;

2. Review staff recommendations on ARPA items for reallocation of funds; and

3. Adopt Resolution 7501 amending previous ARPA allocations and establishing additional priorities for the use of unused funds.

**Presented by:** Jonathan Royas, Deputy City Manager

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## BACKGROUND:

Like many municipalities across the country, Santa Paula has a unique and unprecedented opportunity to utilize Federal stimulus funds known as the American Rescue Plan Act (ARPA). As a part of the $1.9 trillion package passed by the U.S. Congress and Senate and signed by the President, some $65.1 billion have been allocated to local jurisdictions, of which Santa Paula received a total of approximately $7.1 million dollars.

Santa Paula's funds were split into two allocations, known as tranches, with the first half in receipt as of July 2021, and the second half received in July 2022, each for a total of approximately $3.56 million dollars. As a non-entitlement city with a population under 50,000, funds were disbursed to the City through the State. Additionally, unlike FEMA funds, the City was not required to seek reimbursement, rather the City's allocation was sent in advance. Recipients must obligate all funds by December 31, 2024 and expend funds by December 31, 2026. With some exceptions, the Treasury defines "obligate" as an order placed for property, services or an entry into contracts, subawards, and similar transactions that require payment.

Over the course of the past two years, Council has held several public meetings to review multiple requests as well as robust lists of projects, programs and partnerships to guide Council's discussion on proposed uses of ARPA funds.

**Eligible Uses of ARPA Funds**

Throughout this unprecedented process, the Department of Treasury released several guidance documents including the Final Rule, establishing clear guidelines on eligible uses for ARPA funds. The most notable guideline is that ARPA funds could be used to pay for government services. Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements. In essence, this new allowance provided the City with much more flexibility and latitude than originally anticipated.

**ANALYSIS:**

Exhibit A, attached to this report, outlines all Council approved ARPA budget allocations totaling the entire $7,130,228 distribution to the City. The first two columns identify the method used for Council's approval of funding for projects, programs and purchases (Budget or Resolution) followed by a description of the project, program or purchase. The last two columns identify the amount Council has allocated for the particular line item and funds staff are recommending be made available for reallocation.

**Items Where ARPA Funds Have Been Obligated/Exhausted**

The following projects, programs or purchases have been completed meaning all funds which were allocated have now been utilized:

- Districting Efforts - $5,000
- Grant Writing - $84,000
- Clean Power Alliance (CPA) Analysis - $10,000
- Internship Programs - $10,000
- America in Bloom - $40,000
- Boy's & Girls Club Restroom Remodel - $100,000
- Reduced/Waived Recreation Fees - $25,000
- Parks & Recreation Soccer Goals - $11,105
- Electric Mower - $49,215
- User/DIF Fee Study - $84,285
- Anti-Vehicle Barriers - $159,785
- Public Relations Services - $115,000
- Skip Loader - $100,000
- Business Outreach - $10,000
- Employee Enhancements - $157,319
- Community Nonprofit Relief Grants - $250,000

Total Spent: $1,100,709

It should be noted that expenditures and obligations related to each project, program or purchase Council authorized and allocated for, while not reflected and specifically addressed in this report, are still moving forward unless otherwise notated below.

**Items with Funds Recommended for Reallocation**

The following projects, programs or purchases have either been completed under budget, no longer require the amount of funding originally budgeted for, or staff feels funding would be better suited to meet the needs of other citywide efforts:

***City Council Event Support - $10,000***

Current Allocation: $60,000 - Parks & Recreation Special Event Sponsorship Program is intended for the purpose of supporting local festivals, parades and special events. Thus far, the program helped cover approximately $20,000 in costs for events such as the Labor Day parade, Holiday parade and Cruise Nights over the past two years. Based on historical usage and remaining funds of almost $40,000, staff is comfortable releasing $10,000 to support other citywide efforts.

***Interpretation Services - $1,638***

Current Allocation: $10,000 - Funding was set aside to test out a pilot program for interpretation services at public meetings. Staff has concluded the pilot program and interpretation services are now a part of the fiscal operating budget for FY23/24 and FY24/25. As a result, the remaining funds from the pilot program can be reallocated.

***Mobile Activity Center - $8,000***

Current Allocation: $85,000 - Funding was set aside to support a traveling Parks & Recreation Mobile Activity Center (MAC) which provides opportunities for youth throughout the community to participate in various spring/summer activities. The trailer and equipment have been purchased and utilized many times throughout the community. Staff is comfortable releasing $8,000 to support other citywide efforts.

***City Corps - $110.65***

Current Allocation: $15,000 - Funding was used to support the purchase of startup equipment for City Corps staff such as canopies, recycling canes, pickers, gloves, tables, chairs, uniforms, etc. All purchases have been complete leaving $110.65 for reallocation.

***Homeless - $40,000***

Current Allocation: $50,000 - Funding was set aside to assist with homeless encampment cleanup and/or assistance along the watershed basin "river bottom", Santa Paula Creek, barrancas and the rail corridor. Recently, the County of Ventura passed a "No Camping" ordinance which applies directly to the areas these funds were meant to assist with. As the County is now an active partner, the entirety of these funds are no longer required. Staff would like to keep $10,000 to utilize in areas not within County jurisdiction, such as local parks and alleyways. As a result, staff is comfortable releasing $40,000 to support other citywide efforts.

***Green Infrastructure - $30,000***

Current Allocation: $50,000 - Funding was set aside to make investments in “green” infrastructure, charging stations, etc. Based on several factors, including project timing, staff

bandwidth, future inclusion in Clean Power Alliance (CPA)'s green grant programs, etc., staff is recommending releasing $30,000 in funds to support other citywide efforts. Remaining funds will be utilized for a structural analysis of the Steckel Water Treatment Plant rooftop solar project.

***Train Depot Remodel - $30,000***

Current Allocation: $100,000 - Funds are set aside to help with facility repairs to the Train Depot which could include 2nd story improvements, structural repairs, and deck repairs. At this time, those efforts have not come to fruition and staff is comfortable releasing $30,000 in funds to support other citywide efforts.

Total ARPA Funds Recommended for Reallocation: $149,749

**ARPA Projects / Programs / Purchase Spending Requests for Council Consideration**

As a result of the analysis provided above, **$149,749** in ARPA funds could be available for reprogramming. As such, the list below, provided in no particular order, was compiled based on several factors including, but not limited to:

- Council's two-year Strategic Plan;
- Items not fully funded or accounted for in the current two-year fiscal budget; and
- Department Director's input to think creatively about how Santa Paula can address various deficiencies and desired projects

It should be noted, the projects and programs suggested below are not meant to preempt any ideas Councilmembers may wish to bring to the table. In fact, several items below were ideas Council fully supported in previous Council meetings or through Council's adopted Strategic Plan, however, they were either never funded or not fully funded due to other project priorities.

***Lew Edwards Group (LEG) Consulting Services - $115,550***

In the last quarter of 2023, Council authorized the City Manager to enter into an agreement for $165,550 with the Lew Edwards Group to determine the community's views on the current quality of life in the City of Santa Paula, the community's desires for improving that quality of life and the potential means of achieving the community's goals. At the time, however, only $50,000 was budgeted for, thus staff is now returning to Council after identifying the possible available funding required to complete this critical professional services agreement.

***Community Educational Materials - $16,699***

Funds will be used to provide mailers and educational materials in English/Spanish to all residents based on survey work performed by LEG related to quality of life desires, services and community goals.

***Santa Paula Leadership Academy Program - $5,000***

On January 10, 2024, Council supported the creation of Santa Paula's first Leadership Academy Program. The Academy is designed to provide those who work or live in Santa Paula with an opportunity to learn firsthand how the City of Santa Paula is managed and

operated while supporting some of Council's core values such as innovation, communication, collaboration/teamwork, and diversity/inclusivity. In recent discussions with the Chamber of Commerce, and in their effort to support Council's Strategic Plan through their agreement with the City, the Chamber will take on the fiscal responsibility of covering all meals and dinners for the program and will provide a simple scholarship program for those who participate. Applicant's will be required to pay $50 to the Chamber of Commerce to help cover the cost of meals for the entire program. At the conclusion of the program, if the applicant graduates, the Chamber will refund the applicant's $50. ARPA funds will be used by the City for graduation awards, USB thumb drives and printed materials, branded portfolios, and supplies needed to carry out the ten-week program. Independent of ARPA funding, staff will utilize Cable Television (PEG) funds to produce any video recordings for use with the Academy.

***Customer Relationship Management (CRM) Software - $7,500***

Staff is in the final stages of researching CRM software as an identified objective in Council's adopted Strategic Plan. At this time however, there is no budget for this item. In order for staff to move forward in selecting a vendor, staff is requesting this funding to cover up to a year of service.

***Union Oil Building Ribbon Cutting & City Anniversary Event - $5,000***

On December 27, 2023, the City became the official owners of the historic Union Oil Building downtown. Staff is in the process of putting together a ribbon cutting and dedication event to celebrate the transfer, as well as celebrate the City's upcoming 122 year anniversary in April 2024. This event is not budgeted for and therefore requires funding.

In conclusion, Council is asked to provide staff feedback and come to a consensus on ARPA items which require a reallocation of funds and provide direction on additional ARPA funding requests, as identified in the attached Resolution.

**STRATEGIC PLAN:**

Funding support for the projects and programs presented above will assist in moving several of Council's Strategic Goals forward.

**FISCAL IMPACTS:**

The allocation requests in attached Resolution No. 7501 include revenues and expenses recommended by staff. Other than administrative staff time, there are no direct fiscal impacts to the City.

**OPTIONS:**

City Council has the following options available:

1. Direct staff to return at a later time with recommendations on ARPA spending; however, this will put on hold several programs and projects which require funding to move forward;

2. Reject staff's recommendations; or

3. Provide other direction as desired.

**ATTACHMENTS:**

Exhibit A - ARPA Budget Allocations To Date.pdf
Resolution 7501 - Amending_The_City_s_Operating_and_CIP_Budget_for_FY2023-24.docx

# EXHIBIT A - ARPA BUDGET ALLOCATIONS

| Method of Allocation | Method of Allocation | Description | Total Budget Allocation | Recommend for Reallocation |
|---|---|---|---|---|
| Reso 7351 | Reso 7467 | **City Council Event Support** - Parks & Recreation Special Event Sponsorship Program for the for the purpose of supporting local festivals, parades and special events. | **$ 60,000** | $10,000 |
| Reso 7467 | | **Districting Efforts -** Covered remained costs of Districting effort. | **$ 5,000** | |
| Reso 7351 | | **Grant Writing** - Grant Writing funds to hire a professional grant writing firm to bolster staff's ability to respond to upcoming grant cycles. | **$ 84,000** | |
| Reso 7416 | | **Clean Power Alliance** - Fund paid for a feasibility study to determine if the City should join the Clean Power Alliance (CPA) | **$ 10,000** | |
| Reso 7421 | | **Interpretation Services** - Funding to test out a pilot program for interpretation services at public meetings. | **$ 10,000** | $1,638 |

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|---|---|---|---|---|
| Reso 7467 | | **Façade Improvement Program** - The PBID Board in June 2022 voted to set aside $50,000 of their funds to partner with the City towards the implementation of a Façade Improvement Program. The PBID is looking to Council for support of this initiative to assist with this effort. "Pilot Program" for PBID area only. | **$ 50,000** | |
| Reso 7421 | | **Internship Programs** - Funding to support Lead for America Fellow Program, AmeriCorps or internal internships | **$ 10,000** | |
| Budget | | **Parks & Recreation Community/Senior Center** - Funding allows Senior Programming supplies, equipment, etc. | **$ 14,000** | |
| Budget | | **American Bloom** - Funding to support downtown planter beautification efforts by American Bloom for FY21/22 & FY22/23 | **$ 40,000** | |
| Reso 7467 | | **Senior Master Plan** - Develop a Senior Master Plan. | **$ 15,000** | |

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|---|---|---|---|---|
| Reso 7351 | | **Mobile Activity Center** - Funding to support a traveling Parks & Recreation Mobile Activity Center (MAC) which provides opportunities for youth throughout the community to participate in various spring/summer activities. | **$ 85,000** | $8,000 |
| Reso 7351 | | **Boys & Girls Club** - Funding to remodel the bathroom facilities at the Boys & Girls Club Building | **$ 100,000** | |
| Reso 7351 | | **Reduced/Waived Recreation Fees** - Funding to provide residents reduced/waived Parks & Recreation fees coming out of the pandemic. | **$ 25,000** | |
| Reso 7421 | | **City Corps** - Funding to support the purchase of startup equipment for City Corps such as canopies, recycling canes, pickers, gloves, tables, chairs, uniforms, etc. | **$ 15,000** | $111 |
| Reso 7421 | Reso 7381 | **Portable LED Lighting** - Funds to purchase LED Portable Lights which can be used for public events, road work, Parks & Recreation activities, sports, etc. | **$ 25,000** | |

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|---|---|---|---|---|
| Reso 7467 | | **Youth Facilities** - Explore expansion of youth facilities and resources. | **$ 20,000** | $20,000 |
| Budget | | **P&R Soccer Goals** - Funds have been used to purchase Parks & Recreation soccer goals for Teague and Las Piedras Park. | **$ 11,105** | |
| Budget | | **Parks Field Rentals -** Funding for rental supplies and the purchase of a striping robot, equipment and paint for fields for sports activities. | **$ 20,000** | |
| Reso 7421 | | **Electric Mower** - Funds have been used to purchase a 72" electric riding mower to replace an older diesel mower. | **$ 49,215** | |
| Reso 7467 | | **Customer Service Enhancements** - Funding will assist with customer service enhancements, enhanced payment options and the transition to new utility bills. This item could be funded through the enterprise fund. | **$ 17,489** | |
| Various | | **User/DIF Fee Study** - Funds will be utilized to complete a User Fee Study and Development Impact Fee (DIF) Study | **$ 84,285** | |

| | | | | |
|---|---|---|---|---|
| Reso 7421 | Reso 7381 | **Downtown Beautification** - Funding will be used to support downtown enhancements, amenities and beautification efforts such as wayfinding, tree wells, benches, lighting, new trash receptacles. Will be utilized for capital improvements downtown. | **$ 175,000** | |
| Reso 7421 | | **Homeless** - Funding to assist with homeless encampment cleanup and/or assistance along the watershed basin, river bottom and rail corridor. | **$ 50,000** | $40,000 |
| Budget | Reso 7381 | **Economic Development** - Funding to support various Economic Development and community engagement opportunities to bolster the Santa Paula economy such as downtown enhancement studies, increased communications with local businesses, funds for a new community Welcome Kit, business roundtable meetings, in person business counseling sessions, ribbon cutting ceremonies, advertising costs for Farmers Markets, community events, etc. | **$ 80,000** | |

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|---|---|---|---|---|
| Budget | | **Heritage Valley Tourism** - Funds to support the reestablishment of the Heritage Valley Tourism Bureau (HVTB) for FY22/23 and FY23/24 | **$ 20,000** | |
| Reso 7467 | | **Navigational Signage -** Attract "pass-through" traffic by improving and implementing new wayfinding or "gateway" signage throughout the City and SR126 to promote business and tourist opportunities. Could partner w PBID but intention is outside of PBID such as triangle property or entrances into town. | **$ 50,000** | |
| Reso 7467 | | **EnerGov Consultant -** Hire a consultant to impliment "turn on" previously budgeted permitting software to streamline the application and permitting processes for businesses. | **$ 20,000** | |
| Budget | | **SPPD Radio Upgrades / Key Mgmt. System** - Purchase of equipment to upgrade SPPD radio systems and implement a key security access system. | **$ 65,495** | |

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|---|---|---|---|---|
| Reso 7381 | Reso 7421 | **SPPD CAD System** - Funding is supporting the purchase of a new Police Department Computer Aided Dispatch (CAD) System which is 24 years old. | **$ 218,000** | |
| Reso 7351 | | **Anti-Vehicle Barriers** - Funded the purchase of 18 Archer anti-vehicle barriers and a trailer to provide a safe and efficient method to close down and secure City streets during events such as downtown parades, events and festivals. | **$ 159,785** | |
| Reso 7467 | | **Surveillance Cameras -** Funding will support the replacement and installation of approx. 30 surveillance cameras throughout the City to assist with monitoring school zones, key intersections, public facilities, persons of interest or missing persons. Any substantial amount of funding would move this effort forward. | **$ 35,000** | |

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|---|---|---|---|---|
| Budget | | **Public Relations** - Funding to support a pubic relations firm in FY21/22 and FY22/23 to bolster communications efforts, assist with press releases/social media and to strategize with staff on outreach activities. | **$ 115,000** | |
| Reso 7421 | | **Green Infrastructure** - Funds will be utilized to make investments in “green” infrastructure, charging stations, etc. | **$ 50,000** | $30,000 |
| Reso 7421 | Budget | **Bike Master Plan** - Funds will be utilized to support the creation of a citywide Bike Master Plan / Bike Assessment Study throughout the City. | **$ 50,000** | |

| | | | | |
|---|---|---|---|---|
| Reso 7381 | Reso 7467 | **Banner Program** - Funds were used to revitalize the downtown Banner Program, in partnership with the Property Business Improvement District (PBID), as well as the Military Banner program / Banners - The current allocation of ARPA funds for the banner program are almost completely spent and were used to revitalize the downtown Banner Program, in partnership with the Property Business Improvement District (PBID), as well as the Military Banner program. Several streets (Mill St. and 10th St.) currently do not have banners. There is an opportunity in the coming months to partner with the County and Cultural Arts Collective related to the County 150th anniversary to have a citywide youth art exhibition displayed through the downtown | **$ 17,500** | |
| Reso 7421 | | **Skip Loader** - Funds were utilized to purchase a skip loader for multi-department use in Public Works, Parks & Recreation, Water Division, Street Division, etc. | **$ 100,000** | |

| | | | | |
|---|---|---|---|---|
| Reso 7351 | | **FEMA Study** - Funds will be utilized to hire a consultant to develop an alternative floodplain study to address deficiencies in current FEMA assessment of the City which places many residents in an unfavorable position, requiring those homeowners to purchase flood insurance. | **$ 150,000** | |
| Reso 7351 | | **Business Outreach** - Funds were utilized to partner with the Chamber of Commerce to conduct business outreach with small business owners to inform them of a variety of grant programs to bounce back from the effects of the pandemic. | **$ 10,000** | |
| Reso 7342 | Reso 7351 | **Employee Enhancements** - Funds provided a one time premium payment to city employees who were deemed essential workers throughout the entirety of the pandemic and were asked to have their benefits and pay reduced when the City was concerned with large losses in revenues due to the pandemic. | **$ 157,319** | |

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| Reso 7381 | | **Community Nonprofits** - Funds were used to fund a Nonprofit Emergency Relief Grant Fund which provided funding support to 10 local nonprofits who served the Santa Paula community during the pandemic. | **$ 250,000** | |
| Reso 7421 | | **Street Improvement Funding/Pavement Management Plan (PMP)** - Funding will be utilized to upgrade/replace traffic signals at the intersections of Palm/Peck in conjunction with the Harvard Blvd. project as part of the Street Improvement Funding/Pavement Management Plan (PMP). | **$ 553,010** | |
| Reso 7421 | | **MESA Tanks** - Funding will be utilized for the replacement of two water tanks known as the MESA Tanks. | **$ 1,500,000** | |

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| Reso 7467 | | **Boys & Girls Club Kitchen Remodel/Storm Improvements** - Jan Marholin has secured $100,000 in funds from Ventura County Child Development Resources (CDR) and would use those funds in conjunction with an estimated $160,000 to complete a needed kitchen remodel which plans have already been drawn up for. Additionally, the building was recently red tagged during the weather related storms and requires improvements. Boys & Girls Club Storm Improvements - The building has weather related storm drainage issues and may require improvements. Any unused funding will be dedicated to the kitchen remodel project. | **$ 140,000** | |
| Reso 7366 | | **Harvard Blvd. Project** - Funding to assist with the Harvard Blvd. Water/Sewer and Pavement Improvement Project | **$ 1,500,000** | |
| Reso 7421 | | **SPPD Remodel** - Funding will be utilized to support building upgrades and security enhancements to the SPPD facility. | **$ 150,000** | |

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|---|---|---|---|---|
| Reso 7421 | | **Community Center** - Funding will be used in conjunction with $100K in County ARPA funding to remodel the restrooms and lobby at the Community Center. | **$ 100,000** | |
| Reso 7352 | | **WRF Equipment** - Funding used to purchase replacement equipment at the Water Recycling Facility (WRF) when former operator ceased operations. | **$ 90,000** | |
| Budget | | **Fleet Shop** - Funded the installation of insulation in the fleet shop and upcoming heating upgrades. | **$ 33,000** | |
| Various | | **Eucalyptus Tree Removal & Tree Replacement** - Removal and pruning of trees throughout the City. | **$ 200,000** | |
| Reso 7421 | | **Train Depot** - Funds will help with facility repairs to the Train Depot which could include 2nd story improvements, structural repairs, and deck repairs. | **$ 100,000** | $30,000 |

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|---|---|---|---|---|
| Budget | | **LRSP Grant** - Funds will provide the local match required to complete a citywide Local Road Safety Plan (LRSP) grant which will allow the City to seek further grant funding opportunities for our roads. | **$ 20,000** | |
| Budget | | **City Bldg Lighting Retrofit** - Funds will support the installation of new lighting and energy efficiency measures throughout the City. | **$ 74,000** | |
| Reso 7366 | Reso 7467 | **ADA Study** - Funding to conduct an ADA Self Evaluation Transition Plan study. | **$ 47,025** | |
| | | **Apprenticeship Program** - The Youth Apprenticeship Readiness Accelerator Program (YARA) is a 12-week accelerator pipeline for youth and young-adults, ages 16-24 years old, that helps them enter traditional and emerging workforce areas. | **$ 100,000** | |
| | | **TOTAL** | **7,130,228** | **$149,749** |
| **ARPA Projects / Programs / Purchase Spending Requests for Council Consideration** | | | | **COST** |
| | | **LEG Consulting Services** | | **$115,550** |
| | | **Community Educational Materials** | | **$16,699** |
| | | **Santa Paula Leadership Academy Program** | | **$5,000** |

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|---|---|---|---|---|
| | | **Customer Relationship Management (CRM) Software** | | **$7,500** |
| | | **Union Oil Building Ribbon Cutting / Anniversary** | | **$5,000** |
| | | | **TOTAL REQUESTS** | **$149,749** |

**RESOLUTION NO. 7501**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, AMENDING THE CITY'S OPERATING AND CIP BUDGET FOR FISCAL YEAR 2023/24.**

SECTION 1: The City Council for the City of Santa Paula does resolve as follows:

A. The City Council adopted the Operating Budget and Capital Improvement program for Fiscal Year 2023/24 on June 21, 2023.

B. The Council discussed various ways to allocate the ARPA funds in various study sessions over the past nineteen months.

C. Previous budget allocations ARPA funds for Fiscal Years 2020/21 and 2021/22 were approved by Council via Resolutions 7467, 7342, 7347, 7351, 7352, 7366, 7381, 7416, 7418, 7479, and 7499.

SECTION 2: The City Manager has proposed a budget adjustment as described in the Council report dated February 21, 2024 for Fiscal Years 2023/24 based on direction provided by the City Council.

SECTION 3: The City Council has reviewed the proposed budget for use of a portion of the ARPA funds and does hereby find the recommendation to be necessary and in the City's best interest.

SECTION 4: The City of Santa Paula's operating and CIP Budget for Fiscal Year 2023/24 is hereby amended as follows:

| GENERAL LEDGER | USE OF FUNDS DESCRIPTION | INCREASE | DECREASE |
|---|---|---|---|
| 412-5-0504-203 | City Council Event Support | | $10,000 |
| 412-5-0511-209 | Interpretation Services | | $1,638 |
| 412-5-1501-610 | Mobile Activity Center | | $8,000 |
| 412-5-1502-610 | City Corps | | $110.65 |
| 412-5-3002-199 | Homeless | | $40,000 |
| 412-5-5011-209 | Green Infrastructure | | $30,000 |
| 412-5-9370-660 | Train Depot Remodel | | $30,000 |
| 412-5-XXXX-XXX | Lew Edwards Group | $115,550 | |
| 412-5-XXXX-XXX | Community Educational Materials | $16,699 | |
| 412-5-XXXX-XXX | Leadership Academy | $5,000 | |
| 412-5-XXXX-XXX | CRM Software | $7,500 | |
| 412-5-XXXX-XXX | Union Oil Building Event | $5,000 | |

SECTION 6: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 21st day of February, 2024.

_____
Leslie Cornejo, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

*Approved as to form:*

_____
Monica Castillo, City Attorney

*Approved as to content:*

_____
Dan Singer, City Manager

**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: CONSIDERATION OF EXPANDING VIDEO RECORDINGS TO COMMISSIONS, SPECIAL MEETINGS & STUDY SESSIONS

Date: February 21, 2024

Agenda Item: 11.C

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## RECOMMENDATION:

Staff recommends the City Council:

1. Discuss and provide staff direction regarding the possible expansion of video recordings to more commissions, special meetings and study sessions.

**Presented by:** Jonathan Royas, Deputy City Manager

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## BACKGROUND:

The City of Santa Paula has been utilizing video recordings for regular City Council meetings for years. These recordings have been instrumental in increasing transparency, accessibility, and public engagement. In light of the benefits observed from video recordings of City Council meetings, Vice Mayor Chavez recently requested a Council discussion to look at additional public meetings, including city commission meetings and special City Council meetings being broadcast.

The purpose of this staff report is to analyze the potential impacts of expanding video recordings to city commission meetings other than the Planning Commission, special meetings, and study sessions of the City Council. This analysis aims to provide City Council with comprehensive information to make an informed decision regarding the possible expansion of video recordings.

## ANALYSIS:

### Regular Meetings

Currently, all regular meetings of the City Council are recorded and available for playback through the City's website and Granicus service. Santa Paula Municipal Code (SPMC) Section 30.01(A) establishes the times and days for City Council regular meetings. These times and days are restated in Article 2.1 of Council's Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings (the "Council Manual") which are to be *"held on the first and third Wednesday of each month at 6:30 p.m. in the Council*

*Chambers at City Hall, or at such other times or locations as the Legislative Body may from time to time designate, in the order of adjournment, or in the notice of call of any special meeting."*

Recorded regular meetings are also rebroadcast on Spectrum Channel 10 in English and SAP (Second Audio Program)/Spanish for all regular meetings for the public to view, should they not be able to tune in to the live meeting. The ability for viewers to listen in at home in Spanish was made possible by Council support in 2023 with the use of American Rescue Plan Act (ARPA) funds to support a pilot language interpretation program. Due to the effectiveness of the program, in June 2023, Council budgeted for interpretation services for FY23/24 and FY24/25.

To implement recording and interpretation technologies during regular meetings, the entire recording process involves contracting for the services of a control room operator for the following reasons:

- Technical Expertise: Recording equipment can be complex, with multiple cameras, microphones, and recording devices involved. A control room operator typically has the technical expertise to set up and operate this equipment effectively, ensuring that the recordings are of high quality and without technical glitches.

- Character Generation: Recordings are identified in real-time using character generators that place banners and logos over the live images to assist the viewer in identifying the subject matter being discussed or the names of presenters, etc.

- Monitoring and Adjustments: During the meeting, the control room operator monitors the audio and video feeds to ensure that everything is being recorded properly. They can make adjustments in real-time, such as adjusting camera angles or audio levels, to optimize the recording quality and they work with the interpreters to ensure they can hear the meeting properly and interpret.

- Troubleshooting: In the event of technical issues or malfunctions, the control room operator is responsible for troubleshooting and resolving them promptly. This might involve troubleshooting equipment, checking connections, or switching to backup systems if necessary to ensure that the recording is not interrupted.

- Coordination with Staff: The control room operator works closely with other staff members involved in the meeting, such as the AV technicians and city clerk, to coordinate the recording process smoothly. They ensure that everyone is aware of their roles and responsibilities and that the recording aligns with the meeting agenda and requirements.

- Archiving and Distribution: After the meeting, the control room operator oversees the process of archiving the recording and preparing it for distribution to the public. This involves editing the footage, adding captions or annotations, and formatting it for online distribution or broadcast on Spectrum Channel 10.

Overall, the control room operator plays a crucial role in ensuring that meetings are recorded accurately and professionally.

Currently, the cost per regular meeting is approximately $450 for the control room operator and $500 for an interpreter to be present. Council has already included both of these costs into the FY23/24 and FY24/25 budgets, however it should be noted that our control room operator will be retiring from service in June. Staff is in the process of soliciting competitive proposals, which so far demonstrate the per meeting cost could increase by at least 25%.

**Special Meetings**

Historically, only a few special meetings of the City Council have been recorded and those which have are normally due to a request from the majority of the Council to have it live streamed for residents to view. For example, out of the past nine special meetings, only one meeting, related to the staffing of the Santa Paula Police Department, has been recorded. In addition, interpreters are rarely scheduled for special meetings, as will be discussed below.

SPMC Section 30.01(C) defines City Council special meetings. Article 2.2 of the Council Manual governs how special meetings are scheduled consistent with the Brown Act and the SPMC: *"The Presiding Officer may, when he or she deems it expedient, or upon the written request of a majority of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call,"* or, *"The City Manager, when necessary for the purpose of conducting city business and the continuity of governance, may request the Presiding Officer to call a special meeting. At such special meeting, no business shall be considered other than as designated in the call."*

There are several reasons why Santa Paula and similar cities may have elected not to record special meetings. Some of these reasons are discussed below:

- Resource Constraints: Special meetings are often called on short notice to address urgent or time-sensitive matters. Cities may not have the necessary resources, such as staff or budget, to record these meetings effectively. At this time, a control room operator and Spanish language interpreters for special meetings have not been budgeted for FY23/24 and FY24/25.

- Limited Public Interest: Special meetings typically focus on specific agenda items or urgent matters that may not attract as much public interest as regular council meetings. Cities may prioritize recording regular meetings, where more significant decisions are made and public participation is higher, over special meetings with fewer attendees and less public scrutiny. For example, out of the last nine special meetings, four were related to closed session items, one was to conduct commission interviews and two were to discuss real property purchases.

- Logistical Challenges: Recording special meetings may present logistical challenges, particularly if they are held outside of regular business hours. Coordinating staff availability and ensuring technical support may be more difficult for special meetings than for regular meetings.

Should Council wish to move forward in regularly recording special meetings, a budget of $450 for the control room operator and $500 for an interpreter to be present for the meeting would be necessary depending on when and where the special meeting takes place. To put the number of special meetings into context, for calendar year 2023, there were 33 special meetings. If staff was to have a control room operator and interpreter present at only half of

those meetings (16), it would cost approximately $15,200 per year. Additionally, staff would have to further explore the availability for short notice services with both the control room operator and language interpreters.

An alternative option could be to establish an amendment to Council's Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings whereby when a special meeting is called upon by the presiding officer, a majority of the Legislative Body, or the City Manager, it would be within right to request to have the meeting recorded and/or interpreted. An increased budget allocation would still be necessary, but based on the number of potential special meeting agendas which would most likely be recorded, these meetings would not require substantial funding.

**Study Sessions**

Historically, study sessions have not been recorded.

Study session meetings are defined in Article 2.5 of Council's Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings as a meeting whereby *"The Legislative Body may meet informally in conference or "study" sessions regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal,"* and that, "*the Legislative Body shall not take any action with respect to the matter under study except with prior public notice, appearing on a properly posted agenda, of such intent to take action."*

There are several reasons why Santa Paula and similar cities may not record study session meetings. Some of these reasons are discussed below:

- Informal Nature: Study sessions are meant to be less formal than regular City Council meetings and typically involve discussions, presentations, and workshops rather than official decision-making. Cities may view study sessions as opportunities for brainstorming, information sharing, and in-depth exploration of complex issues, rather than proceedings where official action is taken thus warranting their recording.

- Flexibility for Discussion: Recording study sessions could potentially inhibit open and candid discussions among City Council members, staff, and stakeholders. Participants may feel less comfortable expressing opinions, asking questions, or exploring ideas freely if they know their comments are being recorded and could be subject to public scrutiny.

- Efficiency and Productivity: Study sessions are opportunities for more informal and productive exchanges of information and ideas, free from the constraints and formalities associated with recorded proceedings. Recording every study session could introduce administrative burdens and procedural complexities that detract from the session's intended purpose and efficiency. For example, Council and staff are often assembled around a table together, participating in dialogue in a less structured setting without the use of microphones, creating a more collaborative engagement of ideas and information, and making recordings logistically difficult.

- Lastly, as discussed under Special Meetings, resource constraints and limited public interest also could play a factor.

While recording study sessions can enhance transparency and provide valuable insights into the City Council's decision-making process, cities must balance these benefits against the associated costs, logistical considerations, and potential impacts on the nature and effectiveness of study sessions.

Should Council wish to move forward in regularly recording study session meetings, a budget of $450 for the control room operator and $500 for an interpreter to be present for the meeting could be necessary depending on when the study session or special meeting takes place and the length of time of the meeting.

Again, an alternative could be an amendment to the Council Manual whereby when a special meeting is called upon by the presiding officer, a request to have the meeting recorded and/or interpreted could be made.

**Commission Meetings**

Historically, commission and committee meetings have not been recorded. In 2023, prior to budgeting, there was a request from several Councilmembers to begin recording Planning Commission meetings. Because there are no more than 10 – 11 planning commission meetings in a year, the cost to incorporate recordings without Spanish language interpretation was minor (less than $5,000). As a result, this year, all Planning Commission meetings are recorded. Should Council wish to request additional commission or committee recordings or add interpretation services for similar meetings, the same cost analysis described in this report would be used and an appropriate budget allocation for services would be necessary.

**Conclusion**

In summary, expanding video recordings to city commission/committee meetings, special meetings, and study sessions aligns with the City of Santa Paula's commitment to transparency, accountability, and public participation in local governance. However, at the same time, Council must balance these benefits against the associated costs, logistical considerations, and staff resources to expand recordings.

**STRATEGIC PLAN:**

This item is not a goal or objective in City Council’s two-year Strategic Plan, however, expanding video recordings of public meetings is in accordance with City Council's core values of communication and equity, providing better inclusivity for all.

**FISCAL IMPACTS:**

Increasing the number of public meetings recorded outside of regular public meetings and Planning Commission meetings already budgeted for will require an increased cable budget allocation relative to the number of meetings needing to be recorded.

**OPTIONS:**

As an alternative to staff's recommendation, the City Council has the following options available:

1. Provide staff additional feedback or recommendation's which may be desirous; or

2. Do not expand video recordings beyond City Council and Planning Commission regular meetings at this time.

**ATTACHMENTS:**

**CITY OF SANTA PAULA**
**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: February 21, 2024

Agenda Item: 12.A

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## RECOMMENDATION:

Staff recommends City Council review future agenda items.

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## BACKGROUND:

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

## ANALYSIS:

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

## STRATEGIC PLAN:

## FISCAL IMPACTS:

## OPTIONS:

## ATTACHMENTS:

2.21.24_Future Agenda Items.docx

# Santa Paula City Council Tentative Agenda Schedule

| | March 6, 2024 AGENDA ITEMS | |
|---|---|---|
| PW | Streets and Infrastructure CIP Project Study Session | March |
| Admin | PIO Consideration | March |
| PW | Utility Rate Study Consultant | March |
| PD | Police Department Report | March |
| | **March 20, 2024** | |
| CDD | Municipal Code Overview – Joint Meeting with Council and Planning Commission | March |
| Admin | City Manager Department Report | March |
| Admin | EA1 Entitlements and Specific Plan Amendment | March |
| | Gun Violence Restraining Orders – D.A. Presentation | March |
| | **STUDY SESSION TOPICS** | |
| Admin | No Smoking Ordinance | |
| Finance | Development Impact Fees (DIF) | |
| CDD | Cultural Arts | |
| | **FUTURE AGENDA ITEMS** | |
| CDD | Red Tail Tax Credit TEFRA Hearing | April |
| CDD | Red Tail Funding Agreement | April |
| PW | Plans & Specifications for 8th Street Streetlight Repair Project | |
| CDD | ADU Ordinance | |
| Legal | Fire MOU Amendment | |
| CDD | Appointment of Housing Trust Fund Oversite Committee | |
| PW | Crosswalk Improvements Project Contract Award | |
| PW | Rule 20a Options for Use | |

Updated 2/15/2024