City of Santa Paula

City Council

MAYOR JENNY CROSSWHITE
VICE MAYOR ANDY SOBEL
COUNCILMEMBER RICHARD ARAIZA
COUNCILMEMBER CARLOS JUAREZ
COUNCILMEMBER LESLIE CORNEJO

CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, FEBRUARY 16, 2022

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
JOHN C. COTTI, CITY ATTORNEY

Spare Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the Office of the City Clerk and are available for public inspection. If you have any questions regarding any agenda item, contact the City Clerk at (805) 933-4208.

**** SOCIAL DISTANCING IN EFFECT ****

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 response to COVID-19 and in accordance with AB 361, this meeting will be held remotely via Zoom teleconference. Pursuant to AB 361, a local legislative body is authorized to hold public meetings via teleconferencing to promote social distancing. All votes taken during this teleconference meeting will be by roll call vote, and the vote will be publicly reported.

We urge residents who wish to participate in City Council meetings by utilizing any of the following options:

HOW TO VIEW THE MEETING: Watch from home live on local Channel 10, or view the live feed at http://santapaulaca.iqm2.com/Citizens/default.aspx. You may also attend the meeting through a computer or telephone.

BY COMPUTER Zoom Meeting Webinar ID: 821 8180 5982

LINK: https://us02web.zoom.us/j/82181805982?pwd=NXY4TVNOTHhpSkFHOG1laU5acDlvUT09

PASSCODE: 579155

BY TELEPHONE: +1 408 638 0968

HOW TO PARTICIPATE DURING THE MEETING: Members of the public are encouraged to participate under PUBLIC COMMENTS for any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council, or on any item of interest on the Agenda. To facilitate effective and efficient remote meetings, people wishing to address the Council should submit, by 3:00 p.m., on the day of the Council meeting, an email to cityclerk@spcity.org, indicating what item you would like to speak. The Council will also permit public comment through the "raise hand" feature on Zoom. Public comments are limited to three minutes.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by 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.

REGULAR MATTERS - VIRTUAL MEETING

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. **PRESENTATIONS**

   5.A PUBLIC WORKS DEPARTMENT REPORT OCTOBER – DECEMBER 2021

RECOMMENDATION:
Staff recommends that the City Council:

1. Receive and file the Public Works Department Report for October – December 2021.

Presented By: Clete J Saunier

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. 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. It may then be discussed separately by the Council, and the public will be invited to make comments at that time. In order to speak, the Mayor will ask you to raise your hand.

7. CITY COUNCIL REPORTS

8. CITY MANAGER REPORTS

9. 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.

9.A

EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL, COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS PURSUANT TO AB 361

RECOMMENDATION:
Staff recommends that the City Council:

1. Extend Approval to hold Virtual City Council, Commission, Board, and other City Bodies Meetings Pursuant to AB 361.

Presented By: Julie Latshaw

9.B APPROVAL OF MINUTES

RECOMMENDATION:
Staff recommends City Council approve the following minutes:

1. City Council Closed Session Minutes - February 2, 2022; and

2. City Council Regular Session Minutes - February 2, 2022.

9.C **JANUARY 2022 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for January 2022, starting check number 329787 and ending check number 330020.

Review and accept the "Certification of Salaries" for the pay period ending dates January 14th, 2022 through January 28th, 2022.

Presented By: Christy Ramirez

9.D **CAL OES GRANT BACKUP POWER GENERATOR PURCHASES**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to purchase **(1) New MQ Muitiquip Model DCA25SSIU4F Trailer Mounted Diesel Standby Generator Set,** for installation at Mesa Tank in the amount of $34,372.33 plus tax from Quinn Company.

2. Authorize the City Manager to purchase **(1) New Caterpillar Model D80-8 Diesel Standby Generator Set,** for installation at the Community / Senior Center in the amount of $109,119.20 plus tax from Quinn Company.

3. Authorize the City Manager to purchase **(1) New Caterpillar Model D100-8 Diesel Standby Generator Set,** for installation at the Santa Paula Police Department in the amount of $116,556.46 plus tax from Quinn Company.

Presented By: Jonathan Royas

9.E **SB 1383 GRANT APPLICATION**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution 7389 authorizing the City Manager to submit applications and support documents on behalf of the City of Santa Paula for all eligible CalRecycle grants and payment programs.

Presented By: Clete J Saunier

9.F **NOTICE OF COMPLETION: ROSEWOOD DEVELOPMENT BY WILLIAMS HOMES, INC.**

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the work completed by Williams Homes Inc. and accept completion of the warranty period;
2. Authorize staff to file the Notice of Completion with the County Recorder;
3. Authorize the release of the following Bonds:
    - PB03010405627, Offsite Improvement (Caltrans) Tract 5928 Rosewood;
    - PB03010405628, Offsite Improvement (Caltrans) Tract 5928 Rosewood;
    - PB03010405629, Grading Improvements Tract 5928 Rosewood

Presented By: James Mason

10. ACTION ITEMS

10.A **2022 SPECIAL TAX BONDS FOR HARVEST CFD NO. 1 IMPROVEMENT AREA A**

RECOMMENDATION:

Staff recommends that the City Council:

Adopt Resolution No. 7383, Resolution authorizing the issuance of Special Tax Bonds for and on behalf of Improvement Area A of the City of Santa Paula Harvest Community Facilities District No. 1, approving and directing the execution of a Supplemental Fiscal Agent Agreement and Bond Purchase Agreement, approving the form of Preliminary Official Statement, approving sale of such Bonds, and approving other related documents and actions.

Presented By: Christy Ramirez

10.B **PHOENIX CIVIL ENGINEERING CONSTRUCTION CONTRACT SUPPORT SERVICES AGREEMENT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a professional services agreement with Phoenix Civil Engineering (PCE) for an amount not to exceed nine hundred seventy nine thousand three hundred eighty ($979,380) dollars for construction management, materials testing, and construction engineering services for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project.

Presented By: Clete J Saunier

10.C **CITY COUNCIL COMPENSATION**

RECOMMENDATION:

Staff recommends that the City Council review State law governing council member compensation and the procedures for increasing compensation and provide further direction to City staff.

Presented By: John Cotti

11. ITEMS FOR FUTURE AGENDAS

11.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council Review Future Agenda items.

12. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete J. Saunier, Public Works

Subject: PUBLIC WORKS DEPARTMENT REPORT
OCTOBER – DECEMBER 2021

Date: February 16, 2022

Agenda Item:

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Public Works Department Report for October – December 2021.

Presented by: Clete J. Saunier, Public Works Director

FY 2021 - 2022 Citywide Street Maintenance Program

The Street Maintenance Program is a critically integral component of the Pavement Management Program and consists of applying crack seals, rejuvenator seals, and micro-surfacing to maintain and extend the service life of City streets. For the fall paving season, a range of City streets was identified for work consisting of pothole repairs, dig-outs, curb and gutter replacement, and single-layer micro-surfacing to extend the service life of the affected roads an additional 5 - 10 years. The streets addressed in this maintenance effort are summarized below.

FALL 2021 STREET MAINTENANCE		
STREET NAME	**FROM**	**TO**
Acacia Way	Peck Road	End
Acacia Road	Santa Maria St	End
Santa Maria Road	Acacia Rd	Steckel Dr
Lucada Street	Santa Maria St	Cornell Dr
Laurie Lane	Santa Maria St	Cornell Dr
Main Street	7th St	10th St
Main Street	10th St	12th St
Ojai Street	Harvard Blvd	Main St

Eleventh Street	Harvard Blvd	Santa Barbara St
Twelfth Street	Harvard Blvd	Santa Paula St

The project was awarded to J&H Construction, and construction was started in December 2021 and is anticipated for completion in February of 2022.

Harvard Boulevard Street/Sewer/Water Improvement Project

The project will improve 1.7 miles of Harvard Boulevard from Peck Road to 10th Street. The project scope includes street improvements for this section of Harvard Boulevard which include 750,000 SF of pavement, curb ramp reconstruction, and replacement of 9,000 LF of 12" water main and 8,000 Lf of 24" sewer main. The project was presented to Council for approval of PS&E in December, and a construction bid process from which a construction contractor will be selected will follow this approval. Construction is anticipated to commence in the Spring of 2022.

Crosstown Pipeline Project

The project scope will provide a large diameter pipeline to link the wellfield and completed west side reservoir to the main reservoir on 10th Street. The Water Enterprise Fund will fund the project estimated to cost $6.7M. Due to recent unit cost increases, staff anticipates the estimated total project cost could increase significantly by the time 100% design documents are completed. In that regard, staff has completed review of the 60% design and is formalizing scope modifications that will reduce the project cost and streamline the Caltrans permitting and construction process.

Mesa Tank Study and Replacement Project

The project is located on Montclair Drive at the terminus (existing Mesa Tanks site). The project scope includes replacing the two aging aboveground steel water tanks with two new water storage tanks. Funding for the project will come from the Water Enterprise Fund. The City's design consultant has confirmed the new, combined tank capacity shall be 600,000 gallons in order to meet all fire, domestic and backup storage requirements. Staff has reviewed the feasibility study, including tank layout alternatives. The design consultant, MNS Engineering, has completed final construction documents, and is completing environmental documentation and related clearances. Staff anticipates construction commencing in 2022 contingent upon receiving $1Million request from the second tranche of American Recovery Plan Act funds.

FEMA Floodplain Restudy Project

A substantial portion of the City is influenced by flood hazard areas identified by the Federal Emergency Management Agency (FEMA). The areas of flood hazard are mapped on Flood Insurance Rate Map (FIRM) panels that are used by City and FEMA regulators and insurance companies to determine which properties in the City are required to purchase flood insurance. These FIRM panels are updated at intervals as new or updated flood information becomes available. Earlier in 2021, FEMA completed a County-wide flood re-study, which resulted in the release of updated flood maps. These preliminary maps presented significant changes to areas of flood hazard in multiple portions of the City, which would have resulted in 600 or more properties being added to the flood hazard

boundary unless appealed by the City. City staff working in tandem with Ventura County Watershed Protection District (County) staff subsequently reviewed the technical studies and mapping and filed an appeal with FEMA. As part of the appeal process, City staff provided an updated study for Santa Paula Creek with the concurrence of the County, and will partner with County staff to restudy other areas of concern and jointly pursue funding opportunities for flood hazard reduction grants. Staff has been in discussion with FEMA representatives regarding the outcome of the appeal, and expects a positive response to the appeal for Santa Paula Creek. Staff will work with FEMA representatives to address the City's technical studies and mapping and render a map revision as soon as possible.

Concurrently, Staff will address the City's current floodplain management and development process to communicate hazards and development requirements for projects located in currently established flood hazard areas. These activities will include an update of the City's Municipal Code and associated provisions that address floodplain development and associated regulation. The intent of this process is to insure the City's current floodplain management process complies with FEMA requirements in the interim while the current appeal process is completed. American Rescue Plan Act (ARPA) funding in the amount of $150,000 was allocated for this effort as authorized by the City Council on July 7, 2021.

Water Recycling Facility Biofilter Odor Control Project

The project scope includes construction of a new biological odor control filter for the WRF. The new filter will replace the existing Hawk scrubber and Aerisa odor control equipment. The new filter consists of a blower, a biological trickling filter tower, chemical feed facilities, and an extension to the existing cement block fence. The project is estimated to cost $1.4 M. This project will resolve current Notices of Violation from the Ventura County Air Pollution Control District (VCAPCD) related to the failing Hawk and Aerisa equipment. The City's WRF is currently operating under a variance issued by VCAPCD. The project is complete except for minor cleanup issues. The source test in compliance with APCD variances was completed February 1, 2022.

Project Schedule:

Design Complete	August 2020
Advertise for Bid	October 2020
Contract Award	January 2021
Construction Start	May 2021
Construction Completion	January 2022

Water Recycling Facility Advanced Water Treatment Facility Project

The project scope includes design and procurement for an Advanced Water Treatment Facility (reverse osmosis process) to manage the City's effluent chloride levels. The facility will be located northeast of and immediately adjacent to the WRF. The estimated total project cost is $21.34M (including design, construction, and construction contingency). The updated Project Financial Projections were reviewed and approved by

City Council on January 19, 2022. The 90% design is currently being reviewed by City Building Department and the 95% design will be completed by the end of February.

The City applied for a low-interest loan from Clean Water State Revolving Fund (CWSRF) through the State Water Board Division of Financial Assistance (DFA). The application is currently under detailed review. City staff and consultants worked with DFA environmental staff on their review of the project environmental documents through the end of 2021. In January 2022, City staff was notified that DFA completed their review of the environmental documents and concurred with the City's determination. DFA staff will be moving to the detailed financial, technical and legal reviews. The City's design consultant and financial consultant are working with City staff to update the financial application package based on the updated cost opinion and project financial projections. These updated documents will be submitted as soon as feasible. Completion of DFA review of the application currently sets the schedule for the project. Based on conversations with DFA staff, the review may take an additional four to five months, and a final loan agreement are anticipated by September 2022.

Staff sent a letter to the Los Angeles Regional Water Quality Control Board (LARWQCB) requesting an extension to the interim milestone for construction completion in the WRF chloride Cease and Desist Order (CDO). Staff and Consultants met with staff from the LARWQCB on February 1, 2022 to discuss the extension request. LARWQCB staff indicated they were drafting a staff report to bring the request for an update to the CDO milestones and corresponding Waste Discharge Requirements to the LARWQCB Board. Preliminarily, this may occur in May 2022. Staff is working with LARWQCB to provide input on their draft report and any requested information.

Water Recycling Facility Inlet Screen Repair

The inlet screens that protect the WRF from large solids developed cracks and damaged bearings in both process trains. A contract was awarded to the screen manufacturer (Hubner) in September 2020 to replace damaged screens and rebuild the screen system. While work was underway in February 2021, additional damage was discovered requiring substantial additional work. COVID-related shipping delays resulted in a six month delay. The replacement screen is presently on site at the WRF. Installation is scheduled for March.

Project Schedule:

Purchase order Issued	March 2021
Screen received at WRF	January 2022
Installation start	March 2022
Installation complete	March 2022

Water Recycling Facility Reaction Basins Cleaning and Repair

In FY 2020/2021 anoxic and aerobic basins #3 were cleaned and diffusers replaced. Basins #1 and #2 still need to be cleaned, and diffusers replaced. Diffusers were purchased and are onsite. Procurement documents for obtaining services to clean the basins are currently being prepared and will come before Council in March 2022.

Project Schedule:

Procurement docs complete	February 2022
Bids received	May 2022
Contract award	June 2022
Contract complete	September 2022

DIVISION PERFORMANCE REPORTS:

Permit Review / Approval / Inspection

Staff reviewed, approved and inspected the following permit applications for various utilities, companies and contractors:

Franchise Blanket Permits to SCE, SCG, Frontier and Spectrum = 1

Encroachment Permits = 59

Oversize Transportation Permits = 13

Fire Flow Test Permits = 10

Temporary Hydrant Meter Permits = 3

Water Softener Applications with Approved Rebate = 0

Water Division:

CATEGORY	OCT	NOV	DEC
Total Potable Water Produced (MG)	119.5	110.8	88.3
Main, Service & Meter Leaks Repaired	22	29	19
Water Service Requests Addressed	41	36	21
USA Dig-Alert Tickets	195	179	159
Meter Profiles / Readings	7 / 8032	5 / 8043	7 / 8119
Meter Installations & Replacements	34	74	69
Meter Tags and Lock-Offs*	127	124	78

* Note: Only represents notices (tags) placed for public advisements and delinquent payment notifications. No lock-offs occurred for this reporting period.

Wastewater Division:

The Water Recycling Facility (WRF) continues to run smoothly and all systems are functioning normally. Ventura Regional Sanitation District (VRSD) took over contract operation of the WRF on April 17, 2021 and has provided improved operation of the WRF.

All regulatory requirements are being met. Onsite construction of the Biofilter Odor Control Project began in May and is complete. Design of the Advanced Water Treatment Facility for chloride reduction is nearing completion. Synagro continues hauling biosolids from the WRF to their composting facilities near Bakersfield without incident. All critical equipment alarms, facility alarms and emergency response systems have been continuously monitored.

Referencing the table below, the average composite chloride concentration in the treated effluent and surrounding groundwater monitoring wells has showed a steady decrease over the last three months. The treated effluent has remained below the Regional Board's maximum allowable chloride concentration of 110 mg/L since it first dropped below that level in August 2021. Staff is currently investigating possible reasons for the improved concentration readings aside from heightened vigilance by Santa Paula utility customers to reduce the amount of chlorides deposited into the waste collection system, including the replacement of old (prohibited) salt-based water softener systems.

CATEGORY	OCT	NOV	DEC
Total Raw Wastewater Received in Millions of Gallons (MG)	64.1	62.5	69.1
Total Treated Effluent Discharged to Percolation Ponds (MG)	44.9	42.4	54.0
Total Reused Water Used Within Facility Process (MG)	2.86	3.17	3.68
Total Biosolids Transported to Permitted Disposal Facility (Tons)	271.8	281.6	269.1
Treated Effluent: Avg. Composite Chloride Concentration (mg/L)	104	98.2	109
Groundwater Monitoring Wells: Average, Composite Chloride Concentration (mg/L)	120	118	121

Fleet Division:

The Fleet Division addressed 157 inspection, repair and maintenance service orders on 70 on-road and off-road vehicles and equipment (some units were assigned more than one service order). Fleet Division specified and ordered 4 vehicles and equipment for Police, Public Works and Parks & Recreation Departments. Fleet staff completed two-day certification training on Ford Hybrid Systems. Completed yearly CARB smog's on city fleet vehicles and submitted all regulatory compliance paperwork. The Fleet Division's vehicle service order record is provided below:

DEPARTMENT	VEHICLES SERVICED	SERVICE ORDERS
Police	31	72
Public Works	25	58
Parks & Recreation	10	21
Community Development	3	5

Administration	1	1
TOTAL	**70**	**157**

Streets Division:

CATEGORY	OCT	NOV	DEC
Street Sweeping Mileage	184	278	92
Potholes Repaired (Tons)	74 (6)	67 (4)	72 (5)
Curb Painting	0	0	0
Banners Setup	27	32	18
Permitted Event Setup	1	5	2
Camps / Dumpsites Removed	11	9	5
Hazmat Call Outs	2	3	4
Carcass Removal	3	4	5
Stormwater Systems Cleaned	3	2	8
Traffic Sign Installations	11	42	18
Road Closures	2	0	0
Sidewalks Repaired (LF)	6	2	4
USA Marking - Alert Tickets	148	150	212

Solid Waste Division:

Waste Collection Services:

Athens continues to provide solid waste collection and hauling services in accordance with their contract service agreement. For 2021, fourth quarter, Athens achieved the following solid waste and recycling waste milestones:

Milestone: Total No. Customers Served
- Solid waste customers: 6,012
- Recycling waste customers: 5,800

Milestone: Total Tonnage Collected
- Solid waste: 4,738 tons
- Recycling waste: 2,592 tons

Solid Waste Franchise Agreement Negotiations:

Staff and the Council-appointed Ad Hoc Committee continued to meet with Athens Services representatives to discuss proposed solid waste franchise agreement terms and conditions. Athens presented the City with nine separate contractual pricing options. Some options were revised and re-submitted containing different terms and conditions. The Ad Hoc Committee ultimately selected a 25-year term pricing option with 2 – 5 year extensions. This pricing option offered an estimated $77 million in financial benefit (revenue) to the City, over the life of the agreement; and presented the best alternative in reasonable customer rates. At its November 17, 2021 meeting, the Council directed Staff to pursue negotiating a final draft agreement with Athens Services based upon the committee's recommended "Final Pricing Option" as follows:

- 25 year contract term
- 2 - 5 year extensions
- 5 year phase-in for capital recovery
- Include all Council concessions
- Franchise fee set at 17.5%
- Annual rate increase at CPI +1%, with a minimum floor rate of 3.5% and a cap rate, not-to-exceed, 7.0%, annually over the life of the agreement. If any year, the CPI exceeds the cap, the balance will roll over to the following year.
- Incorporates a street sweeping services contract
- New bins and new carts – SB1383 Compliance
- Service cost burden set at a low commercial impact of residential to commercial ratio of R:C = 70%/30%
- Includes a fleet replenishment plan that begins in year six with no asset being older than 13 years and an average fleet age of 10 years or less.
- Purchase of 22 new dual-trash containers for the downtown corridor

Staff, the Ad-Hoc Committee and Athens Services are continuing to finalize an initial draft franchise agreement to present to the City Council currently anticipated for March 2022.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, Administration

Subject: EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL, COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS PURSUANT TO AB 361

Date: February 16, 2022

Agenda Item: 9.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Extend Approval to hold Virtual City Council, Commission, Board, and other City Bodies Meetings Pursuant to AB 361.

Presented by: Julie Latshaw, City Clerk

BACKGROUND:

With the expiration of the Governor's Executive Order, the Governor signed into law Assembly Bill 361. Effective October 1, 2021, AB 361 allows local governments to continue to conduct remote virtual meetings so long as there is a state-proclaimed state of emergency and the legislative body makes mandatory findings.

On October 6, 2021, the Council unanimously voted to continue virtual City Council meetings under AB 361 by adopting Resolution No. 7369. In November, however, the Council returned to in-person meetings and allowed Resolution No. 7369 to lapse.

On January 19, 2022, the Council again unanimously voted to continue virtual City Council, Commission, Board, and other City Bodies meeting under AB 361 by adopting Resolution No 7384.

In order to extend the ability to hold virtual City Council, Commission, Board, and other City Bodies Meetings pursuant to AB 361, the City Council must make the findings and determinations under AB 361 to again allow the Council to meet virtually.

ANALYSIS:

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either:

1. state or local officials have imposed or recommended measures to promote social distancing; or
2. the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees.

The above conditions continue to exist at this time, and staff recommends the City Council by motion reconfirm the findings and determinations made in Resolution No. 7384 so that the City Council may continue to meet virtually under AB 361.

Lastly, it is important to note that AB 361 is optional. If the City Council wishes, it may meet in person.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

There is no fiscal impact associated with this item.

OPTIONS:

1. Approve staff recommendations; or
2. Without a majority vote of the City Council every 30 days, to extend the time, Resolution No. 7384 approving virtual meetings pursuant to AB 361 would lapse, requiring Council

to hold in-person meetings until extended by a majority vote.

ATTACHMENTS:

CITY OF SANTA PAULA
VIRTUAL MEETING
CITY COUNCIL – CLOSED SESSION
FEBRUARY 2, 2022, 2022, 6:00 PM
MINUTES

CLOSED SESSION - VIRTUAL MEETING

1. CALL TO ORDER

Mayor Crosswhite called the meeting to order at 6:04 p.m.

ROLL CALL: Members Present: Councilmember Leslie Cornejo, Councilmember Carlos Juarez, Councilmember Rick Araiza, Vice Mayor Andy Sobel and Mayor Jenny Crosswhite.

2. PUBLIC COMMENTS

None.

3. CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code § 54950, et seq.) for the following purpose:

3.A CONFERENCE WITH LEGAL COUNSEL - LIABILITY CLAIM

3.B CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

3.C CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Council adjourned to Closed Session.

4. CLOSED SESSION REPORT

Closed Session Report scheduled to be reported out at the Regular City Council meeting on Wednesday, February 2, 2022 at 6:30 p.m.

5. ADJOURNMENT

Mayor Crosswhite adjourned the meeting at 6:25 p.m.

ATTEST:

_____
Julie Latshaw
City Clerk

CITY OF SANTA PAULA
VIRTUAL MEETING
CITY COUNCIL – REGULAR MEETING
FEBRUARY 2, 2022, 2022, 6:30 PM
MINUTES

REGULAR MATTERS - VIRTUAL MEETING

1. CALL TO ORDER

Mayor Crosswhite called the meeting to order at 6:36 p.m.

2. INVOCATION

Deacon Al. Guilin provided the Invocation.

3. FLAG SALUTE

Councilmember Juarez led the flag salute.

4. ROLL CALL

Members Present: Councilmember Leslie Cornejo, Councilmember Carlos Juarez, Councilmember Rick Araiza, Vice Mayor Andy Sobel and Mayor Jenny Crosswhite.

5. CLOSED SESSION REPORT

City Attorney, John Cotti, reported the City Council met in Closed Session on February 2, 2022, at 6:00 p.m. on three items:

A CONFERENCE WITH LEGAL COUNSEL - LIABILITY CLAIM

B CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

C CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Council received reports on all three items, taking no reportable action.

6. PRESENTATIONS

6.A **DOWNTOWN IMPROVEMENTS AND RRM CONSULTING - ACTIVITY UPDATE**

James Mason, Community & Economic Development Director, provided the Downtown Improvements and RRM Consulting Activity Update.

7. PUBLIC COMMENT

None.

8. CITY COUNCIL REPORTS

Councilmember Cornejo:
Attended the ARPA Micro-Grant Ad Hoc meeting; met by zoom with Mary Ann Krause, who provided information on the Ri-Nu project.

Councilmember Juarez:
Attended the ARPA Micro-Grant Ad Hoc meeting; legislative visit with CAUSE; Parks and Recreation Commission: City Core meeting; and provided a reminder of the upcoming monthly Senior Advisory Committee meeting.

Councilmember Araiza:
Met with American Bloom regarding the Fire Memorial; Sandy Smith with Sespe Consulting on projects.

Vice Mayor Sobel:
Attended the Economic Development Collaborative - Ventura County Board meeting; Santa Paula Early Childhood Education; Social Justice Committee meeting; Broadband and Technology stakeholder meeting; Jazzie's Balloon Boutique grand opening; spoke with nonprofits about the economy; and acknowledge the Public Works Department for their hard work on pot holes.

Mayor Crosswhite:
Attended the Social Justice Ad Hoc meeting; legislative visit with CAUSE; Port of Hueneme Roundtable meeting on emissions; Ventura Regional Sanitation District; Ventura Council of Government; announced the Ventura Council of Governments Annual Dinner is tentatively scheduled for October 13, 2022.

9. CITY MANAGER REPORTS

James Mason, Community Development Director, sitting in as Acting City Manager:
In order to receive input from the community on facilities and infrastructures that may be impediments to people with disabilities, the City is currently completing an Americans with Disabilities Act (ADA) survey online through the City website, or residents can find the link in the Santa Paula Times.

10. CONSENT CALENDAR

10.A **EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL, COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS PURSUANT TO AB 361**

10.B APPROVAL OF MINUTES

10.C **WATER DIVISION VEHICLE PURCHASE**

Motion: Approve 10) CONSENT CALENDAR
Moved by Carlos Juarez, seconded by Richard Araiza

Vote: Motion carried 5-0
Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, and Leslie Cornejo.

11. ACTION ITEMS

11.A CITYWIDE ENERGY EFFICIENCY ANALYSIS AND RECOMMENDATIONS

Joseph Alvarado, Management Analyst, Maxime Le Mevel and Stephen Reno with Southern California Region Energy Network, provided a presentation on Citywide Energy Efficiency Analysis and Recommendations.

Council provided Staff with direction to take data we have with this plan, and refine the plan into just those improvements, solar battery, energy electric vehicle charging, upgrades to existing equipment and facilities and call everything out except for those things that directly benefit the water enterprise fund, and return with a more detailed financial analysis of those projects at a future Council meeting.

11.B CITYWIDE ASSET MANAGEMENT AND COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

This item was presented by Public Works Director Clete Saunier. Felicia James with Carollo Engineers provided a presentation on Asset Management Eric Sabata with Maintstar provided a presentation on the history of Maintstar and Asset Management.

Motion: Approve Staff recommendations that the City Council:

Authorize the City Manager to execute a Professional Service Agreement with Maintstar for software licensing and implementation of a Computerized Maintenance Management System (CMMS) in an amount not to exceed One Hundred Forty-Six Thousand Five Hundred ($146,500) dollars over three fiscal years in a form approved by the City Attorney.

1st Year, FY 2021-2022: $97,500
2nd Year, FY 2022-2023: $24,000
3rd Year, FY 2023-2024: $25,000

Authorize the City Manager to execute a Professional Services Agreement

with Carollo Engineers, Inc. for CMMS implementation support services for an amount not to exceed One Hundred Sixty-Three Thousand Five Hundred Sixty-Nine ($163,569) dollars over one year in a form approved by the City Attorney.
Moved by Andy Sobel, seconded by Carlos Juarez

Vote: Motion carried 5-0
Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, and Leslie Cornejo.

12. ITEMS FOR FUTURE AGENDAS

12.A FUTURE AGENDA ITEMS

None.

13. ADJOURNMENT

Mayor Crosswhite adjourned the meeting at 8:43 p.m.

ATTEST:

_____
Julie Latshaw
City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance

Subject: JANUARY 2022 WARRANTS AND CERTIFICATIONS

Date: February 16, 2022

Agenda Item: 9.C

RECOMMENDATION:

Staff recommends that the City Council:

Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for January 2022, starting check number 329787 and ending check number 330020.

Review and accept the "Certification of Salaries" for the pay period ending dates January 14th, 2022 through January 28th, 2022.

Presented by: Christy Ramirez, Finance Director

BACKGROUND:

This is the certification (separation of duties between the "preparer from the reviewer") 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 amounts and funds accounts payable came from

The "Check Report" depicts the following columns:

c) AP-ACCOUNTS PAYABLE for vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check numbers (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 January 14th, 2022 through January 28th, 2022.

ANALYSIS:

See the attachments for expense breakdown by respective fund.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

1. Receive and file January 2022 Certifications of Accounts Payable Checks and Certifications of Salaries

ATTACHMENTS:

January 2022 Warrants and Certifications.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: 147577
ENDING CHK #: 147582

PAYROLL ENDING: 1/14/22
PAY DATE: 01/21/22

100	GENERAL FUND	$	323,443.43
104	GENERAL FUND-MEASURE T	$	69,266.63
115	GENERAL RECREATION PRO	$	219.24
206	STORMWATER PROGRAM	$	861.80
280	STATE GAS TAX FUND	$	16,261.19
405	AAA-AREA AGCY ON AG	$	3,235.80
450	HUD-CDBG	$	70.29
610	SEWER ENTERPRISE FUND	$	15,071.68
620	WATER ENTERPRISE FUND	$	63,714.96
702	EQUIP. MAINT. FUND	$	13,417.23
		$	505,562.25

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

JULIE LATSHAW - CITY CLERK DATED 2/7/2022

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

PREPARED BY:

MARIA RENTERIA - PAYROLL SPECIALIST DATED 2/7/2022

CHRISTY RAMIREZ - FINANCE DIRECTOR DATED 2/7/22

CERTIFICATION OF SALARIES

BEG. CHK #: 147584
ENDING CHK #: 147590

PAYROLL ENDING: 1/28/2022
PAY DATE: 02/04/2022

100	GENERAL FUND	$	308,394.81
104	GENERAL FUND-MEASURE T	$	66,054.85
206	STORMWATER PROGRAM	$	878.57
280	STATE GAS TAX FUND	$	15,176.97
405	AAA-AREA AGCY ON AG	$	7,746.15
450	HUD-CDBG	$	90.43
610	SEWER ENTERPRISE FUND	$	14,231.40
620	WATER ENTERPRISE FUND	$	62,288.99
702	EQUIP. MAINT. FUND	$	11,917.23
		$	486,779.40

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Julie Latshaw 2/7/2022
JULIE LATSHAW - CITY CLERK DATED

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

PREPARED BY:

Maria Renteria 2/4/22
MARIA RENTERIA - PAYROLL SPECIALIST DATED

Christy Ramirez 2/7/22
CHRISTY RAMIREZ - FINANCE DIRECTOR DATED

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	329787	THRU:	329787	DATED:	January 4, 2022
CHECK NO.:	329788	THRU:	329796	DATED:	January 6, 2022
CHECK NO.:	329797	THRU:	329802	DATED:	January 7, 2022
CHECK NO.:	329806	THRU:	329911	DATED:	January 13, 2022
CHECK NO.:	329912	THRU:	329920	DATED:	January 20, 2022
CHECK NO.:	329921	THRU:	329921	DATED:	January 21, 2022
CHECK NO.:	329923	THRU:	330016	DATED:	January 27, 2022
CHECK NO.:	330017	THRU:	330020	DATED:	January 31, 2022
DRAFT:	991740	THRU:	991743	DATED:	January 12, 2022
DRAFT:	991744	THRU:	991744	DATED:	January 10, 2022
DRAFT:	991746	THRU:	991750	DATED:	January 26, 2022
DRAFT:	991754	THRU:	991754	DATED:	January 21, 2022
DRAFT:	991755	THRU:	991755	DATED:	January 19, 2022
DRAFT:	991756	THRU:	991757	DATED:	January 31, 2022
DRAFT:	991763	THRU:	991763	DATED:	January 5, 2022
DRAFT:	991764	THRU:	991764	DATED:	January 12, 2022
DRAFT:	991765	THRU:	991765	DATED:	January 20, 2022
DRAFT:	991766	THRU:	991766	DATED:	January 26, 2022
VOIDED CHECK NO.:	329204	THRU:	329204	DATED:	January 5, 2022
VOIDED CHECK NO.:	329954	THRU:	329954	DATED:	January 27, 2022
VOIDED CHECK NO.:	329864	THRU:	329864	DATED:	January 13, 2022
VOIDED CHECK NO.:	329868	THRU:	329868	DATED:	January 13, 2022
VOIDED CHECK NO.:	329874	THRU:	329874	DATED:	January 19, 2022
VOIDED CHECK NO.:	329941	THRU:	329941	DATED:	January 31, 2022

COUNCIL MEETING DATE: February 16, 2022

AMOUNT OF CERTIFICATION: $ 6,912,829.25

DISTRIBUTION BY FUND

100	GENERAL FUND	$571,853.43
104	PROF/CONTR SVCS-OTHER	$75,747.89
115	RECREATION PROGRAM	$4,336.52
201	MOBILE HOME RENT REVIEW	$627.00
205	NPDES STORMWATER QUALITY	$16,175.42
206	STORMWATER PROGRAM	$9,442.28
280	STATE GAS TAX	$40,335.24
282	LOCAL TRANSPORTATION-ART 3	$3,939.90
283	PROPOSITION 1B	$4,755.00
311	SLESF-COPS (AB1913)	$1,711.39
314	OFFICE OF TRAFFIC SAFETY	$342.57
405	AAA (AREA AGENCY ON AGING	$11,428.42
412	AMERICAN RESCUE PLAN	$416.45
450	HUD - CDBG	$19.90
500	HILLSBOROUGH OPEN SPACE MAINT	$55.00
503	GHAD-GEO HAZ ABATEMENT	$1,769.55
504	HARVEST CFD EA1	$5,777.00
600	REFUSE ENTERPRISE	$780.00
610	SEWER ENTERPRISE	$2,959,756.41
620	WATER ENTERPRISE	$3,056,647.95
702	EQUIPMENT MAINTENANCE FUND	$16,077.57
800	CASH DEPOSIT TRUST FUND	$135,069.66
803	HARDING PARK TRUST	$428.10
804	DLA FOR FORMER RDA	$52.00
	TOTAL FUND DISTRIBUTION	$6,917,544.65

Variance of $4,715.40 due to voiding checks in Jan. that were created prior.

PREPARED BY: _____
WENDY MORRIS
ACCOUNTING TECHNICIAN

REVIEWED BY: _____
CHRISTY RAMIREZ
FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: February 16, 2022

EXCEPT: _____

CITY CLERK: _____
JULIE LATSHAW, CITY CLERK

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



City of Santa Paula, CA

Check Report

By Check Number

Date Range: 01/01/2022 - 01/31/2022

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							
014647	OAKRIDGE GEOSCIENCE, INC.		01/05/2022	Regular	0.00	-4,755.00	329204
011010	WILLDAN FINANCIAL SERVICES		01/04/2022	Regular	0.00	48,072.50	329787
00224408	Invoice	01/04/2022	PSA-ENGINEERING, B&S SVCS		0.00	12,275.00	
00224523	Invoice	01/04/2022	PSA-ENGINEERING, B&S SVCS		0.00	11,537.50	
00224654	Invoice	01/04/2022	PSA-ENGINEERING, B&S SVCS		0.00	12,160.00	
00224940	Invoice	01/04/2022	PSA-ENGINEERING, B&S SVCS		0.00	12,100.00	
011464	BUSINESS CARD		01/07/2022	Regular	0.00	11,328.54	329797
DECEMBER 2021	Invoice	01/07/2022	MONTHLY CREDIT CHARGES		0.00	11,328.54	
010795	SOUTHERN CALIFORNIA EDISON		01/07/2022	Regular	0.00	77,645.73	329798
11/18/21 - 12/17	Invoice	01/07/2022	MONTHLY UTILITY CHARGES		0.00	1,929.38	
2021 NOV - DEC	Invoice	01/07/2022	MONTHLY UTILITY CHARGES		0.00	75,716.35	
015448	ALL CITY MANAGEMENT SERVICES, INC.		01/13/2022	Regular	0.00	9,632.00	329806
73253	Invoice	01/13/2022	10/31/21 - 11/13/21 SCHOOL CROSSING		0.00	3,715.20	
73586	Invoice	01/13/2022	11/14 - 27/21 SCHOOL CROSSING SERVIC		0.00	1,788.80	
73946	Invoice	01/13/2022	11/28 - 1211/2022 SCHOOL CROSSING G		0.00	4,128.00	
015174	ALL LANGUAGES INTERPRETING & TRANSLATIN		01/13/2022	Regular	0.00	422.00	329807
28252	Invoice	01/13/2022	DATE OF SERVICE 12/6/21, SPANISH INTE		0.00	422.00	
011489	ALLIANT INSURANCE SERVICES, INC.		01/13/2022	Regular	0.00	2,292.00	329808
1/1/2021-12/31/	Invoice	01/13/2022	PREMIUM INSURANCE COST FOR 2021		0.00	2,292.00	
015892	ALVIDREZ, PATRICIA ANNE		01/13/2022	Regular	0.00	1,299.00	329809
NOVEMBER 18, 2	Invoice	01/13/2022	CHRISTMAS WREATH FOR PD DEPARTME		0.00	1,299.00	
015498	AMAZON CAPITAL SERVICES		01/13/2022	Regular	0.00	956.00	329810
11R1-DKXM-T9X9	Credit Memo	01/13/2022	SURVEILLANCE ACOUSTIC TUBE EARPIECE		0.00	-31.88	
1DXF-P99P-JP61	Invoice	01/13/2022	AVERY SHIPPING ADDRESS LABELS		0.00	30.29	
1G99-LK7W-T4TV	Credit Memo	01/13/2022	BATTERY CHARGING DOCK DESKTOP CHA		0.00	-135.25	
1HHP-RTJH-RJXL	Invoice	01/13/2022	6 PCS FLASHIN RED NOSE CLOWN NOSE D		0.00	69.67	
1HNL-FVYC-C9DR	Invoice	01/13/2022	COMMERCIAL GRADE SECTIONAL 25' FLA		0.00	906.27	
1RXY-4JJM-91QH	Invoice	01/13/2022	FROGGY FLAKES, LONG LASTING SNOW M		0.00	116.90	
010710	AMERICAN LEGAL PUBLISHING CORP		01/13/2022	Regular	0.00	495.00	329811
13643	Invoice	01/13/2022	ANNUAL WEB HOSTING FEE 1/28/22-1/28		0.00	495.00	
011080	ARAMARK UNIFORM SERVICES INC		01/13/2022	Regular	0.00	431.82	329812
502000339626	Invoice	01/13/2022	903 CORPORATION ST. MATS		0.00	58.01	
502000344921	Invoice	01/13/2022	970 VENTURA ST. - MATS		0.00	56.63	
502000344999	Invoice	01/13/2022	903 CORPORATION ST. MATS/TOWELS		0.00	58.01	
502000354879	Invoice	01/13/2022	182 S PALM AVE. MATS		0.00	28.38	
502000355001	Invoice	01/13/2022	903 CORPORATION - MATS/TOWELS		0.00	58.01	
502000360223	Invoice	01/13/2022	182 S PALM AVE. - MATS		0.00	28.38	
502000360377	Invoice	01/13/2022	903 CORPORATION ST - RAGS/MATS		0.00	58.01	
502000365353	Invoice	01/13/2022	182 S PALM AVE. - MATS		0.00	28.38	
502000365457	Invoice	01/13/2022	903 CORPORATION ST. - MATS/TOWELS		0.00	58.01	
011531	ARC DOCUMENT SOLUTIONS, LLC		01/13/2022	Regular	0.00	58.36	329813
11107271	Invoice	01/13/2022	EAST AREA 1 TRACT 5854		0.00	58.36	
011738	AT&T CALNET 3		01/13/2022	Regular	0.00	520.14	329814
000017507573	Invoice	01/13/2022	11/20/21 - 12/19/21 MONTHLY SERVICES		0.00	520.14	
011354	AT&T MOBILITY		01/13/2022	Regular	0.00	445.36	329815

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
287299196399X1	Invoice	01/13/2022	MONTHLY SERVICE 11/3/21 - 12/2/2021		0.00	445.36	
012425	ATCO INTERNATIONAL		01/13/2022	Regular	0.00	147.46	329816
I0589116	Invoice	01/13/2022	TERRY TOWELS		0.00	147.46	
011374	B & R SUPPLY, INC		01/13/2022	Regular	0.00	538.38	329817
1900967843	Invoice	01/13/2022	WRENCH, BASIN 1019 TELESCOPING, OFF		0.00	538.38	
015318	BADGER METER		01/13/2022	Regular	0.00	31,321.56	329818
1476883	Invoice	01/13/2022	Quotation No. 3265886		0.00	8,378.55	
1476884	Invoice	01/13/2022	Quotation No. 3266051		0.00	10,054.26	
1478498	Invoice	01/13/2022	Quotation No. 3322517		0.00	4,510.20	
1479156	Invoice	01/13/2022	QUOTATION NO. 3305945		0.00	8,378.55	
015869	BARBOZA & ASSOCIATES, A LAW CORPORATIOI		01/13/2022	Regular	0.00	845.00	329819
641-120121	Invoice	01/13/2022	SERVICES RENDERED: 11/8,9,18,/2021		0.00	845.00	
015821	BARRISTER PROFESSIONAL SERVICES, LLC.		01/13/2022	Regular	0.00	11,502.00	329820
21-08-0021-001	Invoice	01/13/2022	CASE#21-03-0020		0.00	2,259.00	
21-08-0021-002	Invoice	01/13/2022	CASE#21-03-0020		0.00	9,243.00	
014680	BEST BEST & KRIEGER LLP		01/13/2022	Regular	0.00	14,330.90	329821
DECEMBER 2021	Invoice	01/13/2022	PROFESSIONAL SERVICES		0.00	14,330.90	
015159	BRODIN STUDIOS INC.		01/13/2022	Regular	0.00	219.80	329822
7759	Invoice	01/13/2022	REPLICA BRONZE BADGE MOUNTED ON A		0.00	219.80	
011487	CA SOCIETY OF MUNICIPAL FINANCE OFFICERS		01/13/2022	Regular	0.00	1,290.00	329823
200012062	Invoice	01/13/2022	017 GOVERNMENT-MEMBER FULL CONFE		0.00	535.00	
200012093	Invoice	01/13/2022	017 GOVERNMENT - MEMBER - FULL B. JI		0.00	535.00	
300008676	Invoice	01/13/2022	MUNICIPAL		0.00	110.00	
300008697	Invoice	01/13/2022	MUNICIPAL - B. JIMENEZ		0.00	110.00	
015904	CALDERON, ISAAC		01/13/2022	Regular	0.00	184.91	329824
12/27/2021PHYSI	Invoice	01/13/2022	DMV PHYSICAL REIMBURSEMENT		0.00	100.00	
12/27/21 CA DM	Invoice	01/13/2022	DMV LICENSE FEE REIMBURSEMENT		0.00	84.91	
012170	CALIFORNIA ELECTRIC SUPPLY-VENTURA		01/13/2022	Regular	0.00	102.85	329825
8997-1021330	Invoice	01/13/2022	WLSW OCC SEN WHITE, DECORA/GFCI PL		0.00	102.85	
011086	CALIFORNIA MUNICIPAL TREASURES ASSOCIAT		01/13/2022	Regular	0.00	95.00	329826
300002873	Invoice	01/13/2022	GOVERNMENT ASSOCIATE - INDIVIDUAL		0.00	95.00	
012679	CAL-STATE AUTO PARTS		01/13/2022	Regular	0.00	589.13	329827
650858	Invoice	01/13/2022	#427 - GENERATOR ASM		0.00	328.76	
650917	Invoice	01/13/2022	#123 - SPARK PLUG ASM		0.00	27.19	
652488	Invoice	01/13/2022	#290 - BATTERY ASM		0.00	233.18	
013843	YOUNG, DUNCAN		01/13/2022	Regular	0.00	980.00	329828
DECEMBER 2021	Invoice	01/13/2022	GYMNASTICS INSTRUCTOR-BEGINNERS,TI		0.00	980.00	
015504	YNIGUEZ, EDUARDO		01/13/2022	Regular	0.00	5,625.00	329829
#2111102	Invoice	01/13/2022	DOWNTOWN POWER WASH		0.00	5,625.00	
011073	CLARK II CORPORATION, J. E.		01/13/2022	Regular	0.00	16,410.57	329830
CFSI-24400	Invoice	01/13/2022	FUEL CHARGES 12/1/2021 - 12/14/2021		0.00	8,838.50	
CFSI-25122	Invoice	01/13/2021	FUEL CHARGES - 12/15/21 - 12/30/21		0.00	7,572.07	
011149	COSTCO WHOLESALE		01/13/2022	Regular	0.00	670.39	329831
04877	Invoice	01/13/2022	MISC ITEMS FOR LUNCHEON12/15/21		0.00	464.42	
04878	Invoice	01/13/2022	COOKIE ASSORTMENT FOR SR LUNCHEON		0.00	205.97	
010932	COUNTY OF VENTURA IT SERVICES		01/13/2022	Regular	0.00	1,660.80	329832
INV0221803	Invoice	01/13/2022	RADIO COMMUNICATIONS #2033, ISF #22		0.00	821.34	
INV0221809	Invoice	01/13/2022	GIS ACCOUNT #2203 DEC 2021		0.00	839.46	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
011811	DE LAGE LANDEN		01/13/2022	Regular	0.00	942.00	329833
74838348	Invoice	01/13/2022	530 W MAIN ST JAN 2022		0.00	188.40	
74838350	Invoice	01/13/2022	866 E MAIN ST. JAN 2022		0.00	188.40	
74838351	Invoice	01/13/2022	214 S 10TH ST. - JAN 2022		0.00	188.40	
74838353	Invoice	01/13/2022	970 E VENTURA ST. JAN 2022		0.00	188.40	
74838354	Invoice	01/13/2022	970 E VENTURA ST. JAN 2022		0.00	188.40	
011210	DEPARTMENT OF JUSTICE		01/13/2022	Regular	0.00	256.00	329834
550677	Invoice	01/13/2022	NOVEMBER 2021 - FINGERPRINT APPS		0.00	256.00	
013267	DIAMOND A EQUIPMENT, LLC.		01/13/2022	Regular	0.00	366.79	329835
A01223000051	Invoice	01/13/2022	#463 - KUBOTA PARTS		0.00	366.79	
013975	GARCIA, DAVID		01/13/2022	Regular	0.00	146.14	329836
5866	Invoice	01/13/2022	FULL COLOR PICTURE, PRINTED & MOUN		0.00	37.89	
5943	Invoice	01/13/2022	PEDDLER/VENDOR PERMITS, SIDEWALK/V		0.00	108.25	
010395	FAMCON PIPE & SUPPLY, INC.		01/13/2022	Regular	0.00	943.80	329837
S100069068.001	Invoice	01/13/2022	FIBERLYTE W/MOUSE HOLES		0.00	943.80	
010847	FARMERS IRRIGATION		01/13/2022	Regular	0.00	2,996.32	329838
17473	Invoice	01/13/2022	JAN 2022 - RENT FOR PALM AVE YARD		0.00	2,996.32	
014348	FERRIS, SABRINA ZAN		01/13/2022	Regular	0.00	438.75	329839
DECEMBER 2021	Invoice	01/13/2022	YOGA INSTRUCTOR		0.00	438.75	
010440	FGL ENVIRONMENTAL, INC		01/13/2022	Regular	0.00	87.00	329840
116925A	Invoice	01/13/2022	LTB SERIES 15 TUBE		0.00	29.00	
117066A	Invoice	01/13/2022	LTB SERIES 15 TUBE		0.00	29.00	
117139A	Invoice	01/13/2022	LTB SERIES 15 TUBE		0.00	29.00	
010417	FIREMASTER		01/13/2022	Regular	0.00	975.23	329841
0000874335	Invoice	01/13/2022	MULTIPLE VEHICLES - EXTINGUISHER MAI		0.00	975.23	
015480	FLIGHT 126 CAFE		01/13/2022	Regular	0.00	362.60	329842
31	Invoice	01/13/2022	LUNCH		0.00	362.60	
015835	FLORES, ELIXEO		01/13/2022	Regular	0.00	35.75	329843
DECEMBER 2021	Invoice	01/13/2022	ZUMBA INSTRUCTOR		0.00	35.75	
010432	FRANK'S PAINT & HARDWARE		01/13/2022	Regular	0.00	736.87	329844
360192	Invoice	01/13/2022	PURELL HAND SANITIZER 8OZ BOTTLE		0.00	7.57	
360206	Invoice	01/13/2022	NUTS & BOLTS		0.00	15.46	
360208	Invoice	01/13/2022	FORNEY MERCH		0.00	4.86	
360218	Invoice	01/13/2022	NUTS & BOLTS, ENER 9V BATTERY		0.00	28.30	
360229	Invoice	01/13/2022	NUTS & BOLTS		0.00	30.22	
360267	Invoice	01/13/2022	FLUOR LAMP T8 32W 48"		0.00	5.19	
360270	Invoice	01/13/2022	STEP LADDER TYPE2		0.00	71.32	
360274	Invoice	01/13/2022	FLUOR LAMP T8 32 W 48" 2PK		0.00	9.20	
360277	Invoice	01/13/2022	EXT CORDS BLUE/YELLOW, ORANGE 100F		0.00	221.23	
360282	Invoice	01/13/2022	EXT CORD 16/3 8FT ORANGE		0.00	35.69	
360330	Invoice	01/13/2022	COMFORT TROWEL, PVC SLIP CAP, BLEAC		0.00	15.77	
360343	Invoice	01/13/2022	3 IN 1 LOCK DRY LUBE 2.5 OZ		0.00	10.37	
360366	Invoice	01/13/2022	PLUS WHITE 10.1OZ,DRIPLESS CONTRACT		0.00	40.69	
360367	Invoice	01/13/2022	EXT CORD 16/2 SPT-BROWN6FT, BOX WH		0.00	5.49	
360373	Invoice	01/13/2022	TORCH KIT MULTI, NUTS & BOLTS A PACK		0.00	43.93	
360392	Invoice	01/13/2022	17OZ IND CHOICE INV MKG W/B FLR		0.00	28.10	
360393	Invoice	01/13/2022	BED BUG SPRAY 14OZ, INSECT FOGGER 20		0.00	28.12	
360403	Invoice	01/13/2022	BUCKET HYDE 5 PK RAZOR BLADES, GLOV		0.00	124.55	
360416	Invoice	01/13/2022	TIMER 1OUT 24 HR PASS THRU		0.00	10.81	
014061	FRONTIER COMMUNICATIONS		01/13/2022	Regular	0.00	2,218.89	329845
12/28/21 - 1/27/	Invoice	01/13/2022	PHONE SERVICES		0.00	2,218.89	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
010441	FRUIT GROWERS SUPPLY CO		01/13/2022	Regular	0.00	107.45	329846
92271407	Invoice	01/13/2022	GLOVE DRIVER PREM GRAIN W/BUCKLE X		0.00	6.06	
92272676	Invoice	01/13/2022	CAP PVC THREADED, ADAPTER PVC FEMA		0.00	6.13	
92274229	Invoice	01/13/2022	FLAG STAKE 4" X 5" BLUE		0.00	95.26	
010797	GAS COMPANY, THE		01/13/2022	Regular	0.00	3,386.05	329847
12/3/21 - 1/06/2	Invoice	01/13/2022	MONTHLY UTILITY CHARGES		0.00	3,386.05	
015905	GONZALEZ, ANTHONY		01/13/2022	Regular	0.00	186.96	329848
01/03/22 DMV F	Invoice	01/13/2022	REIMBURSE DMV LICENSE FEE		0.00	86.96	
12/27/21 PHYSIC	Invoice	01/13/2022	REIMBURSEMENT FOR DMV PHYSICAL		0.00	100.00	
015222	GOODSUITE		01/13/2022	Regular	0.00	1,099.74	329849
INV136781	Invoice	01/13/2022	BLACK TONER CARTRIDGE - 200 10TH STR		0.00	15.00	
INV136782	Invoice	01/13/2022	BLACK TONER CARTRIDGE - 530 W MAIN		0.00	15.00	
INV140206	Invoice	01/13/2022	SHIPPING CHARGES		0.00	15.00	
INV140783	Invoice	01/13/2022	OVERAGE CHARGES FOR 11/18/21 - 12/1		0.00	1,054.74	
010481	GRAINGER		01/13/2022	Regular	0.00	272.69	329850
9143436260	Invoice	01/13/2022	#217 - E-STOP PUSH BUTTON 16MM NC R		0.00	48.40	
9143771773	Invoice	01/13/2022	RETAIN RING EXT SHAFT DIA 60MM PK5		0.00	32.11	
9149002298	Invoice	01/13/2022	BATTERY PACK		0.00	150.47	
9149107568	Invoice	01/13/2022	ANTISLIP TAPE 60' BLK		0.00	41.71	
012800	GRANITE CONSTRUCTION COMPANY		01/13/2022	Regular	0.00	115.87	329851
2149394	Invoice	01/13/2022	1/2" FINEPG 64-10		0.00	115.87	
015153	HINDERLITER DE LLAMAS & ASSOCIATES		01/13/2022	Regular	0.00	300.00	329852
SIN013638	Invoice	01/13/2022	CONTACT SRVS. TRANSACTIONS TAX		0.00	300.00	
015040	HONOR STORAGE		01/13/2022	Regular	0.00	60.00	329853
#24377	Invoice	01/13/2022	FY 21/22 STORAGE-ADMIN/CITY CLERK		0.00	60.00	
011598	JHD PLANNING LLC		01/13/2022	Regular	0.00	39,540.00	329854
#2	Invoice	01/13/2022	2021 HOUSING ELEMENT UPDATE		0.00	39,540.00	
012750	JORDANO'S		01/13/2022	Regular	0.00	1,170.48	329855
6531389	Invoice	01/13/2022	FOIL CONTAINERS, PLATE FIBER, PLASTIC		0.00	1,170.48	
015879	JUARIQUE JR., RAYMOND MARK		01/13/2022	Regular	0.00	300.00	329856
DEC 15, 2021	Invoice	01/13/2022	SR CTR CHRISTMAS LUNCHEON ENTERTAI		0.00	300.00	
010629	KIMBALL MIDWEST		01/13/2022	Regular	0.00	519.62	329857
9427054	Invoice	01/13/2022	QUANTUM TROUBLE, BRASS BALL VAL,MI		0.00	519.62	
012707	KOSMONT COMPANIES		01/13/2022	Regular	0.00	16,242.20	329858
2106.3-001	Invoice	01/13/2022	PSA		0.00	11,321.70	
2106.3-002	Invoice	01/13/2022	PSA		0.00	4,920.50	
011796	LANDS' END BUSINESS OUTFITTERS		01/13/2022	Regular	0.00	965.50	329859
SIN9500288	Invoice	01/13/2022	POLO SHIRTS FOR EMPLOYEES-PLANNING		0.00	864.97	
SIN9684327	Invoice	01/13/2022	POLO SHIRTS FOR EMPLOYEES-HR DEPART		0.00	100.53	
013782	LAWSON PRODUCTS		01/13/2022	Regular	0.00	303.61	329860
9309093721	Invoice	01/13/2022	VISION PRO WORK LIGHT W MAG BASE D		0.00	303.61	
010061	LOWE'S		01/13/2022	Regular	0.00	544.22	329861
902917 -IANENM	Invoice	01/13/2022	GE LFL 32W T8A 4' 6.5K		0.00	73.66	
960554 -IAXNUK	Invoice	01/13/2022	THINNER,SEASON FLEX, MAGNUM INLET		0.00	336.62	
960556 -IAXNUL	Invoice	01/13/2022	3/8"X50FT RUBBER, COUPLER PLUG, OUT		0.00	133.94	
012109	MANAGED HEALTH NETWORK		01/13/2022	Regular	0.00	125.28	329862
PRM-067629	Invoice	01/13/2022	FY 21/22 FEES		0.00	125.28	
010129	MASAHISA, OTAGIRI		01/13/2022	Regular	0.00	25.00	329863

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51257	Invoice	01/13/2022	MS GS 461 - TUNE UP, LABOR		0.00	25.00	
013700	MCCARTHY, DANIEL		01/13/2022	Regular	0.00	39.60	329864
1/10-11/22 PERD	Invoice	01/13/2022	LESS LETHAL INSTRUCTOR COURSE, VENT		0.00	39.60	
013700	MCCARTHY, DANIEL		01/13/2022	Regular	0.00	-39.60	329864
014436	MINER'S ACE HARDWARE		01/13/2022	Regular	0.00	1,081.78	329865
23301	Invoice	01/13/2022	KEYS		0.00	12.96	
23303	Invoice	01/13/2022	DRILL BIT COBALT 15PC, XL-HWM SMS 8X		0.00	136.99	
23310	Invoice	01/13/2022	TAPINGKNIFE 8", JNT CMPND ALL PURP 4.		0.00	34.62	
23326	Invoice	01/13/2022	BULB FL T8 G13 48" WW32W. SQUEEGEE		0.00	24.43	
23329	Invoice	01/13/2022	THREAD SEAL TPE, TIRE INFLATOR/GAUGE		0.00	83.53	
23352	Invoice	01/13/2022	CORD EXTN 16/2SPT 6' BRN, WHT, ADAPT		0.00	55.08	
23354	Invoice	01/13/2022	PLUG SCH40 PVC 1/2"MPT, BUSHING 1"SP		0.00	4.31	
23358	Invoice	01/13/2022	16'X20' SIL/BRN H DUTY TARP		0.00	54.11	
23359	Invoice	01/13/2022	HEAVY DUTY SPONGE, PLASTIC PAIL 2G A		0.00	11.01	
23364	Invoice	01/13/2022	LED CRD WORK LT 3000L		0.00	93.07	
23366	Invoice	01/13/2022	STAPLE NM PLSTC 1/2"BG50, LUBE LOCK E		0.00	12.54	
23371	Invoice	01/13/2022	DISINGECTANT ODOBAN GAL, CAULK BUD		0.00	40.66	
23372	Invoice	01/13/2022	BATTERY ALKLN RAYO D PK 12, TAPE MEA		0.00	70.32	
23458	Invoice	01/13/2022	ENERGZR MAX BATT D CD8		0.00	20.56	
23470	Invoice	01/13/2022	PICTURE WIRE 25',XL HWH SDS NEO, TER		0.00	23.85	
23473	Invoice	01/13/2022	BATTERY PACK, STARTR KIT, TERM RING		0.00	403.74	
012895	MNS ENGINEERS, INC.		01/13/2022	Regular	0.00	9,767.85	329866
79192	Invoice	01/13/2022	MESA TANK STUDY & REPLACEMENT		0.00	9,767.85	
010207	NATIONAL BAND & TAG CO		01/13/2022	Regular	0.00	306.90	329867
144202	Invoice	01/13/2022	DOG TAGS - LARGE HEART		0.00	306.90	
015314	NATIONAL TRAINING CONCEPTS, INC.		01/13/2022	Regular	0.00	630.00	329868
#21-224	Invoice	01/13/2022	TUITION FOR D MCCARTHY, R.RAAD		0.00	630.00	
015314	NATIONAL TRAINING CONCEPTS, INC.		01/13/2022	Regular	0.00	-630.00	329868
010246	ON DUTY UNIFORMS & EQUIPMENT		01/13/2022	Regular	0.00	161.63	329869
5071	Invoice	01/13/2022	A, MACIAS - COMMAND STAFF DRESS HAT		0.00	161.63	
012691	O'REILLY AUTOMOTIVE STORES, INC.		01/13/2022	Regular	0.00	616.25	329870
3129-335285	Invoice	01/13/2022	#247 - FUEL PUMP		0.00	82.26	
3129-335455	Invoice	01/13/2022	#427 - WIPER ASSM		0.00	149.59	
3129-335458	Invoice	01/13/2022	#403 - LSR IRIDIUM		0.00	136.33	
3129-335536	Invoice	01/13/2022	#408 - BRACKTED CAL		0.00	89.83	
3129-335595	Invoice	01/13/2022	#427 - FLOOR MATS		0.00	40.04	
3129-335883	Invoice	01/13/2022	#121 - PURGE SOL		0.00	34.33	
3129-336113	Invoice	01/13/2022	#460 - OIL FLTR CAP		0.00	40.66	
3129-336163	Invoice	01/13/2022	#453 - IGNITION COIL		0.00	43.21	
012844	PARKHOUSE TIRE, INC.		01/13/2022	Regular	0.00	1,187.60	329871
4020159625	Invoice	01/13/2022	225/70R19.5 G BST R238 N		0.00	593.80	
4020159627	Invoice	01/13/2022	#274 - 225/70R19.5 G BST R238 N		0.00	593.80	
015443	PASSPORT LABS, INC.		01/13/2022	Regular	0.00	1,703.96	329872
INV-1026252	Invoice	01/13/2022	CUSTOM CITATION PAPER ROLL-PARKING		0.00	1,703.96	
015749	POLICE EXECUTIVE RESEARCH FORUM		01/13/2022	Regular	0.00	220.00	329873
11708	Invoice	01/13/2022	OPTIONAL SUBSCRIPTION TO THE POLICE		0.00	220.00	
015446	PONCE JR., EVERT G		01/13/2022	Regular	0.00	363.00	329874
PERDIEM 1/24-22	Invoice	01/13/2022	FIELD TRAINING OFFICE - WHITTIER, CA		0.00	363.00	
015446	PONCE JR., EVERT G		01/19/2022	Regular	0.00	-363.00	329874
010283	PREMO, CATHERINE I		01/13/2022	Regular	0.00	666.90	329875
11/30/21 - 12/17	Invoice	01/13/2022	PRESCHOOL INSTRUCTOR		0.00	666.90	

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012257	PROMANTEK, INC.		01/13/2022	Regular	0.00	6,509.00	329876
INV-000928	Invoice	01/13/2022	YEAR 2 OF 3 RENEWAL		0.00	6,509.00	
013758	RAAD, RAMZI		01/13/2022	Regular	0.00	39.60	329877
1/10-11/22 PERD	Invoice	01/13/2022	LESS LETHAL INSTRUCTOR COURSE, VENT		0.00	39.60	
014934	RAMIREZ, JOSHUA		01/13/2022	Regular	0.00	942.50	329878
DEC 2021	Invoice	01/13/2022	TQE KWON DO INSTRUCTOR-BEGINNER,		0.00	942.50	
012635	RAUL'S SMOG		01/13/2022	Regular	0.00	31.75	329879
055511	Invoice	01/13/2022	#490 - FLEET #GD930259		0.00	31.75	
010326	RED WING SHOE STORE		01/13/2022	Regular	0.00	449.79	329880
131-1-227397	Invoice	01/13/2022	J. DUGAS - SAFETY BOOTS TRACTION TRE		0.00	224.79	
131-2-80922	Invoice	01/13/2022	M. PEREZ - SAFETY BOOTS		0.00	225.00	
011674	RIO HONDO COMMUNITY COLLEGE		01/13/2022	Regular	0.00	89.00	329881
1/24-28/22 REGIS	Invoice	01/13/2022	E. PONCE - FIELD TRAINING OFFICER COU		0.00	89.00	
015844	SAFARILAND, LLC		01/13/2022	Regular	0.00	107.16	329882
I010-401178	Invoice	01/13/2022	REFERENCE#21-P-05 25 01		0.00	107.16	
015903	CLEVER SOLUTIONS, INV.		01/13/2022	Regular	0.00	995.00	329883
12992	Invoice	01/13/2022	ONLINE ACCESS TO SAFETY TRAINING LIB		0.00	995.00	
014129	SAM HILL & SONS, INC		01/13/2022	Regular	0.00	7,312.36	329884
3895	Invoice	01/13/2022	MWO#2-EMERGENCY WATER MAIN REPAI		0.00	7,312.36	
011263	SANTA PAULA SELF STORAGE		01/13/2022	Regular	0.00	255.00	329885
#102 DEC 2021 R	Invoice	01/13/2022	PLANNING DEPT - UNIT #102 - DECEMBER		0.00	255.00	
012332	SANTA PAULA SUPER STORE		01/13/2022	Regular	0.00	70.98	329886
07029	Invoice	01/13/2022	CHRISTMAS/COME SEE SANTA EVENT		0.00	70.98	
010711	SANTA PAULA TIMES		01/13/2022	Regular	0.00	963.00	329887
12/1,3,8/21 ADS	Invoice	01/13/2022	#627320, 627869,628889, 628890		0.00	716.00	
OCT 2022 #62012	Invoice	01/13/2022	COMMITTE VACANCIES AD 10/13/21		0.00	247.00	
014280	SANTIAGO, ROSARIO C.		01/13/2022	Regular	0.00	208.00	329888
12/27-29/2021	Invoice	01/13/2022	HDM DRIVER COOK		0.00	208.00	
014458	SHAH, KRIS		01/13/2022	Regular	0.00	666.90	329889
12/7/21 - 1/7/22	Invoice	01/13/2022	PRESCHOOL INSTRUCTOR		0.00	666.90	
010333	SIEMENS MOBILITY		01/13/2022	Regular	0.00	3,330.55	329890
5610279281	Invoice	01/13/2022	MWO#42		0.00	1,368.60	
5620038399	Invoice	01/13/2022	MWO#42		0.00	1,961.95	
015767	SISTER'S SIGNS		01/13/2022	Regular	0.00	10.83	329891
51	Invoice	01/13/2022	NAME REPLACEMENT ON NAME PLATE		0.00	10.83	
010785	SMART & FINAL		01/13/2022	Regular	0.00	208.71	329892
119	Invoice	01/13/2022	CHAFER KIT, COUFFLE CUP LIDS, CUPS, FO		0.00	208.71	
010795	SOUTHERN CALIFORNIA EDISON		01/13/2022	Regular	0.00	17,047.18	329893
12/01-31/21	Invoice	01/13/2021	MONTHLY UTILITY CHARGES		0.00	15,322.34	
2021 DEC	Invoice	01/13/2021	MONTHLY UTILITY CHARGES		0.00	1,724.84	
015887	SPECTRUM COMMUNICATIONS		01/13/2022	Regular	0.00	14,129.72	329894
218921	Invoice	01/13/2022	QUOTE NUMBER: 103375A		0.00	14,129.72	
011144	STAPLES ADVANTAGE		01/13/2022	Regular	0.00	236.05	329895
3495461630	Invoice	01/13/2022	PEN BP STICK MED, 36X48 ECNMY STD LIP		0.00	140.13	
3495777057	Invoice	01/13/2022	avy lsr lbl 30 up, 3000pk		0.00	95.92	
010828	STATE WATER RESOURCE CONTROL BOARD		01/13/2022	Regular	0.00	28,478.00	329896

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SW-0223041	Invoice	01/13/2022	10/1/21 - 09/30/22, INDEX 462458, 4 56		0.00	17,666.00	
WD-0191430	Invoice	01/13/2022	7/1/21-6/30/22,INDEX459482,921 CORP,		0.00	7,486.00	
WD-0192121	Invoice	01/13/2022	7/1/21 - 6/30/22,INDEX 460173,970 VTA,		0.00	3,326.00	
013800	STERICYCLE ENVIRONMENTAL SOLUTIONS		01/13/2022	Regular	0.00	95.41	329897
3005827264	Invoice	01/13/2022	95 GAL 2 WHL CART DISP, STOP CHARGE		0.00	95.41	
010823	SUN BADGE CO, INC		01/13/2022	Regular	0.00	976.33	329898
403378	Invoice	01/13/2022	FLAT TWOTONE BADGE, SENIOR OFFICER		0.00	542.07	
403704	Invoice	01/13/2022	FLAT TWOTONE BADGE, POLICE OFFICER		0.00	434.26	
015001	SYNAGRO-WWT, INC.		01/13/2022	Regular	0.00	15,701.99	329899
26061	Invoice	01/13/2022	BIOSOLIDS DISPOSAL, TONS		0.00	15,701.99	
012905	THOMSON REUTERS - WEST		01/13/2022	Regular	0.00	328.23	329900
845460274	Invoice	01/13/2022	ONLINE/SOFTWARE SUBSCRIPTION CHAR		0.00	328.23	
010776	TIME WARNER CABLE		01/13/2022	Regular	0.00	257.55	329901
0095804121021	Invoice	01/13/2022	214 S 10TH ST. - 12/10/21 - 01/09/22		0.00	252.22	
0304065121521	Invoice	01/13/2022	12/15/21 - 1/14/22 970 E VENTURA ST, A		0.00	5.33	
015880	TRI COUNTY TOOL INC.		01/13/2022	Regular	0.00	500.00	329902
24029	Invoice	01/13/2022	RECUT 28" DIA IN TREE SKIRT		0.00	500.00	
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.		01/13/2022	Regular	0.00	3,300.00	329903
7286	Invoice	01/13/2022	FY 21/22 SERVICES		0.00	3,300.00	
010890	UNIT II, INC		01/13/2022	Regular	0.00	251.18	329904
69093	Invoice	01/13/2022	#247 - DYNAMO APM-0004		0.00	251.18	
010903	USA BLUE BOOK		01/13/2022	Regular	0.00	963.43	329905
814047,814046,8	Invoice	01/13/2022	Quote No,373166		0.00	963.43	
013736	V.C.T.C.		01/13/2022	Regular	0.00	135.00	329906
DECEMBER 2021	Invoice	01/13/2022	BUS PASSES - DECEMBER 2021		0.00	135.00	
010976	VENTURA COUNTY		01/13/2022	Regular	0.00	6,666.00	329907
REFUND FOR OVE	Invoice	01/13/2022	DOUBLE CONVECTION OVEN NOT PURCH		0.00	6,666.00	
015186	VENTURA COUNTY AUTO SUPPLY, INC.		01/13/2022	Regular	0.00	1,029.04	329908
1016-003857	Invoice	01/13/2022	#208 - DIESEL HAND PUMP		0.00	12.65	
924760	Invoice	01/13/2022	DBLBX RATWR SET-S, NOSE PG PLIERS, BL		0.00	405.68	
924762	Invoice	01/13/2022	TORQ WRENCH, COMB WRN SAE,M		0.00	610.71	
010952	VENTURA TROPHY COMPANY		01/13/2022	Regular	0.00	80.81	329909
66201	Invoice	01/13/2022	STAR AWARD ANDRES ESCOBEDO 2021		0.00	80.81	
011539	VERIZON WIRELESS		01/13/2022	Regular	0.00	7,086.14	329910
9893352689	Invoice	01/13/2022	10/22/21 - 11/21/21 PHONE CHARGES		0.00	3,543.07	
9895590346	Invoice	01/13/2022	NOV 22 - DEC 21, 2021 PHONE CHARGES		0.00	3,543.07	
011010	WILLDAN FINANCIAL SERVICES		01/13/2022	Regular	0.00	11,095.00	329911
0025064	Invoice	01/13/2022	110402.00 - SP-ENG BLDG & SFTY SVCS		0.00	10,365.00	
010-49877	Invoice	01/13/2022	SRVS THROUGH NOV 2021 - HARVEST AT		0.00	730.00	
011010	WILLDAN FINANCIAL SERVICES		01/21/2022	Regular	0.00	1,750.00	329921
010-49235	Invoice	01/13/2022	ARBITRAGE REBATE SERVICES 6/18/20 - 9		0.00	1,750.00	
010047	ACCOUNTEMPS		01/27/2022	Regular	0.00	4,714.68	329923
59030257	Invoice	01/27/2022	L. ROMERO - WK ENDING 12/10/21		0.00	1,244.80	
59051683	Invoice	01/27/2022	L. ROMERO - WK ENDING 12/17/21		0.00	1,229.24	
59134196	Invoice	01/27/2022	L. ROMERO - WK ENDING 12/24/21		0.00	840.24	
59170936	Invoice	01/27/2022	L. ROMERO - WK ENDING 12/31/21		0.00	840.24	
59178755	Invoice	01/27/2022	L. ROMERO - WK ENDING 1/7/22		0.00	560.16	
010055	ACCUSOURCE INC		01/27/2022	Regular	0.00	293.47	329924

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
#102144	Invoice	01/27/2022	11/21/21 FILE #896660, 12/02/21 FILE #8		0.00	293.47	
014854	AERZEN USA CORPORATION		01/27/2022	Regular	0.00	35,520.77	329925
SEPI-21-005965	Invoice	01/27/2022	QUOTE NO. SEQ-21-005074/ 0		0.00	21,529.14	
SEPI-21-006007	Invoice	01/27/2022	SEQ-21-004784/0		0.00	6,047.09	
SEPI-21-006008	Invoice	01/27/2022	SEQ-21-003307/0		0.00	6,062.00	
SEPI-21-006199	Invoice	01/27/2022	HMI & Board Turbo Blower		0.00	1,882.54	
015448	ALL CITY MANAGEMENT SERVICES, INC.		01/27/2022	Regular	0.00	2,064.00	329926
74204	Invoice	01/27/2022	12/12-25/21 SCHOOL CROSSING GUARD S		0.00	2,064.00	
015498	AMAZON CAPITAL SERVICES		01/27/2022	Regular	0.00	3,356.97	329927
1131-W73X-GXYF	Invoice	01/27/2022	GILDAN MEN'S 10-PACK HEAVY COTTON A		0.00	225.47	
114N-LFTR-3PJQ	Invoice	01/27/2022	RECOIL BBPG4 BUS BAR POSITIVE AND NE		0.00	19.47	
14FK-GVL3-9FYD	Invoice	01/27/2022	RECOIL BB46B BUSBAR 4X5/16' STUDS		0.00	28.12	
17DW-HHWX-446	Invoice	01/27/2022	APC UPS BATTERY BACKUP FOR COMPUTE		0.00	82.05	
1GHJ-MMVX-171	Invoice	01/27/2022	MORRIS 14285 COMBINATION CONDUIT		0.00	79.05	
1GTF-DD96-PLVN	Invoice	01/27/2022	EDER FLAG MFG STANDARD PROFILE ALU		0.00	69.74	
1HYM-7VNC-3YC	Invoice	01/27/2022	ACER ASPIRE C24-1651-UR15 AIO DESKTO		0.00	708.61	
1HYM-7VNC-447	Invoice	01/27/2022	BELKIN 6-OUTLET METAL POWER STRIP		0.00	77.64	
1JNW-3KQQ-699	Invoice	01/27/2022	BLUE SEA SYSTEMS 187 SERIES, 285 SERIE		0.00	362.36	
1JNW-3KQQ-K4R	Invoice	01/27/2022	TYCON POWER SYSTEMS TPDIN-MONITO		0.00	193.77	
1K4Q-R3YL-7C3W	Invoice	01/27/2022	BROTHER HL-L8260CDW BUSINESS COLO		0.00	423.25	
1L79-CRG9-J19G	Invoice	01/27/2022	FASHION GILDAN 18600 ZIP FLEECE SWEA		0.00	33.19	
1M1T-TYPP-137N	Invoice	01/27/2022	AMPROBE ELS2A AC LINE SPLITTER		0.00	30.59	
1MPX-4XWM-G3	Invoice	01/27/2022	LEVITON 49255-H48 QUICKPORT FLAT PA		0.00	371.74	
1MPX-4XWM-JFV	Invoice	01/27/2022	UGREEN HDMI CABLE 4K 6FT BRAIDED HI		0.00	25.06	
1N7J-GGR3-3QJ7	Invoice	01/27/2022	SHARP EL2630PIII 12 DIGIT COMMERCIAL		0.00	113.88	
1RDQ-6LY6-WXH	Invoice	01/27/2022	KINGSTON DIGITAL DATA TRAVELER SE9 3		0.00	181.20	
1XCF-R4YH-11DP	Invoice	01/27/2022	PORT AUTHORITY CHALLENGER JACKET, T		0.00	50.20	
1XCF-R4YH-GQJ	Invoice	01/27/2022	MARY MOPPINS 4' TO 8' FIBERGLASS EXT		0.00	281.58	
011522	AQUA-TECH SERVICES		01/27/2022	Regular	0.00	280.00	329928
10205	Invoice	01/27/2022	BACKFLOW - TEST WATER DEPT		0.00	280.00	
015044	ARACO ENTERPRISES LLC DBA ATHENS ENVIRO		01/27/2022	Regular	0.00	11,439.00	329929
11502800	Invoice	01/27/2022	FY 21/22 STREET SWEEPING		0.00	11,439.00	
011531	ARC DOCUMENT SOLUTIONS, LLC		01/27/2022	Regular	0.00	89.61	329930
11119414	Invoice	01/27/2022	EAST AREA -APPROVED WATER SET PAN A		0.00	48.48	
11119417	Invoice	01/27/2022	EAST AREA 1 TRACT 5854 DRAWING 40.3		0.00	41.13	
014461	ASHMORE, LINDA		01/27/2022	Regular	0.00	616.00	329931
1/10-14, 21/22	Invoice	01/27/2022	HDM DRIVER AND COOK		0.00	400.00	
1/4,6,7/2022	Invoice	01/27/2022	HDM COOK & DRIVER		0.00	216.00	
011297	ASSOCIATION OF WATER AGENCIES OF VENTUI		01/27/2022	Regular	0.00	2,750.00	329932
06-13835	Invoice	01/27/2022	2022 AWA ANNUAL MEMEBERSHIP DUES-		0.00	2,750.00	
011354	AT&T MOBILITY		01/27/2022	Regular	0.00	444.82	329933
287299196399X0	Invoice	01/27/2022	DEC 03 2021 - JAN 02 2022		0.00	444.82	
011374	B & R SUPPLY, INC		01/27/2022	Regular	0.00	49.86	329934
1900968133	Invoice	01/27/2022	WRENCH, BASIN 1019 TELESCOPING		0.00	49.86	
011237	BTE COMMUNICATIONS, LLC		01/27/2022	Regular	0.00	147.67	329935
220105300101	Invoice	01/27/2022	12/1-31/2021 SERVICE PERIOD		0.00	147.67	
015910	CALIFORNIA PERMITS		01/27/2022	Regular	0.00	182.40	329936
REQ#10217REFU	Invoice	01/27/2022	861 VISTA GRANDE RD. PERMIT 35096		0.00	182.40	
011073	CLARK II CORPORATION, J. E.		01/27/2022	Regular	0.00	7,285.61	329937
CFSI-25550	Invoice	01/27/2022	12/31/21 - 1/13/22 FUEL CHARGES		0.00	7,285.61	

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011079	CLEARS, INC.		01/27/2022	Regular	0.00	100.00	329938
2022 DUES	Invoice	01/27/2022	LUZ OCEGUEDA AND YOLANDA GARCIA		0.00	100.00	
015909	COLE FIRE PROTECTION SERVICES, INC		01/27/2022	Regular	0.00	2,055.59	329939
483	Invoice	01/27/2022	5 YR INSPECTION, SPWWR PLANT		0.00	2,055.59	
010418	CORELOGIC SOLUTIONS, LLC		01/27/2022	Regular	0.00	140.00	329940
82114935	Invoice	01/27/2022	DECEMBER 2021 SERVICES		0.00	140.00	
011147	COSTCO- USE 011149		01/31/2022	Regular	0.00	-133.39	329941
011147	COSTCO- USE 011149		01/27/2022	Regular	0.00	133.39	329941
07028	Invoice	01/27/2022	PLATES, CUPS, NAPKINS FOR 'COME SEE S		0.00	133.39	
011148	COUNTY OF VENTURA		01/27/2022	Regular	0.00	164.24	329942
R101 JAN-22	Invoice	01/27/2022	RENT FOR SO MTN., ROAD ACCESS FEE		0.00	164.24	
011161	CRAGOE PEST SERVICES INC		01/27/2022	Regular	0.00	55.00	329943
185544	Invoice	01/27/2022	MANOR RIDGE SLOPES, RIDGE CT- RODEN		0.00	55.00	
011164	CRANE PRINTING		01/27/2022	Regular	0.00	995.90	329944
23223	Invoice	01/27/2022	#10 WINDOW AND REG. ENVELOPES		0.00	741.51	
23225	Invoice	01/27/2022	LETTERHEAD, 2500 PCS.		0.00	254.39	
014331	CULLIGAN WATER		01/27/2022	Regular	0.00	38.91	329945
1834960	Invoice	01/27/2022	1/1 - 31/2022 EQUIPMENT - POU COOLER		0.00	38.91	
012191	DATAPROSE, LLC		01/27/2022	Regular	0.00	4,547.39	329946
DP2104772	Invoice	01/27/2022	BILL PERIOD 12/1 -31/2021		0.00	4,547.39	
011811	DE LAGE LANDEN		01/27/2022	Regular	0.00	942.40	329947
75137302	Invoice	01/27/2022	530 W MAIN ST - 2/1 - 28/2022		0.00	188.40	
75137309	Invoice	01/27/2022	866 E MAIN. ST. 2/1 - 28/2022		0.00	188.80	
75137313	Invoice	01/27/2022	214 S 10TH ST. 2/1 - 28/2022		0.00	188.40	
75137314	Invoice	01/27/2022	970E VENTURA ST. 2/1 - 28/2022		0.00	188.40	
75137317	Invoice	01/27/2022	970 E. VENTURA ST. 2/1 - 28/2022		0.00	188.40	
011210	DEPARTMENT OF JUSTICE		01/27/2022	Regular	0.00	66.00	329948
555861	Invoice	01/27/2022	DECEMBER 2021 FINGER PRINTING SERVS		0.00	66.00	
012948	DIAL SECURITY 2021		01/27/2022	Regular	0.00	44.40	329949
416486	Invoice	01/27/2022	LEMONWOOD, 265 1/2 QUAIL COURT, AL		0.00	44.40	
012421	DIVISION OF THE STATE ARCHITECT		01/27/2022	Regular	0.00	45.60	329950
2021 OCT - DEC	Invoice	01/27/2022	QUARTERLY BL STATE TAX FEE		0.00	45.60	
015632	EARTH SYSTEMS PACIFIC		01/27/2022	Regular	0.00	12,000.00	329951
830304	Invoice	01/27/2022	TASK ORDER #1		0.00	12,000.00	
013360	ENGEO INCORPORATED		01/27/2022	Regular	0.00	1,769.55	329952
267582	Invoice	01/27/2022	GHAD MANAGEMENT FY 21/22		0.00	1,017.55	
268384	Invoice	01/27/2022	GHAD MANAGEMENT FY 21/22		0.00	752.00	
010440	FGL ENVIRONMENTAL, INC		01/27/2022	Regular	0.00	11,472.00	329953
111597A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
111909C	Invoice	01/27/2022	SUB BACTI-HELMINTH OVA		0.00	395.00	
113406A	Invoice	01/27/2022	SUB SONCTRACTED PFAS IN WW-PFOS BY		0.00	1,925.00	
115574A	Invoice	01/27/2022	LTB SERIES 15 TUBE, ENTEROLERT		0.00	5,350.00	
115961A	Invoice	01/27/2022	LTB SERIES 15 TUBE, ENTEROLERT, WET C		0.00	621.00	
116186A	Invoice	01/27/2022	WET CHEMISTRY-SOLIDS, SUB BACTI-ENTE		0.00	765.00	
116371A	Invoice	01/27/2022	LTB SERIES 15 TUBE, ENTEROLERT, WET C		0.00	183.00	
116451A	Invoice	01/27/2022	WET CHEMISTRY-CL,ALK, METALS, TOTAL-		0.00	124.00	
116859A	Invoice	01/27/2022	LTB SERIES 15 TUBE, ENTEROLERT		0.00	183.00	
117002A	Invoice	01/27/2022	LTB SERIES 15 TUBE, ENTEROLERT, WET C		0.00	183.00	
117208A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
117212A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	

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117246A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
117253A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
117449A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
117547A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
117629A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
117732A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
117772A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
117773A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118008A	Invoice	01/27/2022	FIELD TEST FEILD CL TOTAL		0.00	28.00	
118096A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118125A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118126A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118127A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118147A	Invoice	01/27/2022	COLIFORM - COLILERT P/A		0.00	240.00	
118330A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118402A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118407A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118432A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118438A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118458A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118510A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118528A	Invoice	01/27/2022	COLIFORM - COLILERT P/A		0.00	240.00	
118544A	Invoice	01/27/2022	LTB SERIES 15 TUBE, ENTEROLERT, WET C		0.00	183.00	
118626A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
118659A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
200001A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
200003A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
200016A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
200161A	Invoice	01/27/2022	LTB SERIES 15 TUBE		0.00	29.00	
200184A	Invoice	01/27/2022	COLIFORM - COLILERT -P/A		0.00	240.00	
	Void		01/27/2022	Regular	0.00	0.00	329954
010432	FRANK'S PAINT & HARDWARE		01/27/2022	Regular	0.00	283.11	329955
359958	Invoice	01/27/2022	AA ALKALINE BATTERY 16PK		0.00	23.70	
360559	Invoice	01/27/2022	RAZOR BLADES, GLASS SCRAPERS		0.00	3.33	
361077	Invoice	01/27/2022	GAL RUSTO PRO OIL 100VOC SFTY YE,BRU		0.00	82.05	
361080	Invoice	01/27/2022	FLAT STEEL STAKE 12" EA., NAILS & SCRE		0.00	63.36	
361081	Invoice	01/27/2022	145 MAG CONCR FLOAT 16X3-1/8", TRO		0.00	58.42	
361215	Invoice	01/27/2022	2 1/2 LB RAGS, KING BLK CHISEL MARKER,		0.00	16.19	
361280	Invoice	01/27/2022	MASONRY BIT, NUTS & BOLTS		0.00	19.98	
361283	Invoice	01/27/2022	NUTS & BOLTS, K AND A PACKAGE		0.00	16.08	
013975	GARCIA, DAVID		01/27/2022	Regular	0.00	1,586.95	329956
5573	Invoice	01/27/2022	SERVICES FOR PARKS & RECREATION		0.00	948.27	
5979	Invoice	01/27/2022	4X4X VINYL BANNER		0.00	69.28	
5988	Invoice	01/27/2022	DTS FILE FOR WATER DIVISION		0.00	569.40	
015222	GOODSUITE		01/27/2022	Regular	0.00	1,076.85	329957
INV142871	Invoice	01/27/2022	BILLING PERIOD 12/18/21 - 1/17/22		0.00	1,076.85	
012800	GRANITE CONSTRUCTION COMPANY		01/27/2022	Regular	0.00	554.93	329958
2157185	Invoice	01/27/2022	1/2" FINEPG64-10		0.00	75.37	
2158745	Invoice	01/27/2022	3/8" CMACOLD MIX		0.00	146.98	
2160756	Invoice	01/27/2022	1/2" FINEPG64-10		0.00	111.78	
2160757	Invoice	01/27/2022	1/2" FINEPG64-10		0.00	220.80	
015852	GRISWOLD INDUSTRIES		01/27/2022	Regular	0.00	9,138.85	329959
835994	Invoice	01/27/2022	ESTIMATE#083121MT2		0.00	5,283.62	
835995	Invoice	01/27/2022	ESTIMATE#083121MT2		0.00	3,855.23	
014369	GSI WATER SOLUTIONS, INC.		01/27/2022	Regular	0.00	18,330.04	329960
00694.003 - 27	Invoice	01/27/2022	FY 21-22 GROUND WATER MONITORING		0.00	6,611.29	

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00694.003 - 28	Invoice	01/27/2022	FY 21-22 GROUND WATER MONITORING		0.00	6,775.20	
00694.008 - 1	Invoice	01/27/2022	PSA- LIMONEIRA WELL #6		0.00	4,943.55	
014686	HASA, INC.		01/27/2022	Regular	0.00	3,736.55	329961
793376	Invoice	01/27/2022	MULTI CHLOR		0.00	2,467.43	
793377	Invoice	01/27/2022	MULTI CHLOR		0.00	930.03	
793385	Invoice	01/27/2022	MULTI - CHLOR		0.00	339.09	
015911	HERNANDEZ, RAQUEL		01/27/2022	Regular	0.00	8,047.67	329962
SG2001283/20-2	Invoice	01/27/2022	MULTIPLE CASES LISTED		0.00	8,047.67	
010537	HOUSE SANITARY SUPPLY		01/27/2022	Regular	0.00	1,536.52	329963
258991-01	Invoice	01/27/2022	WASTE CAN SLIM 'MO" 23GL		0.00	64.08	
259029	Invoice	01/27/2022	CLEANING SUPPLIES - ABSOLUTE 112 H2O		0.00	1,008.37	
260093	Invoice	01/27/2022	DISP JRT 2.0 STERLING JUMBO, 2PLY, KITC		0.00	464.07	
013711	INDEPENDENT ORDER OF ODD FELLOWS		01/27/2022	Regular	0.00	2,622.54	329964
FEB 2022	Invoice	01/27/2022	FY 21/22 RENT		0.00	2,622.54	
014988	INFRASCALE INC.		01/27/2022	Regular	0.00	1,506.40	329965
INV00706837	Invoice	01/27/2022	12/31/21 - 1/30/22		0.00	1,506.40	
015893	INTERNATIONAL BUSINESS INFORMATION TEC		01/27/2022	Regular	0.00	5,925.00	329966
INV-000667	Invoice	01/27/2022	Proposal No.: 120421-CASPPD-02		0.00	5,925.00	
015886	JTEC CORPORATION		01/27/2022	Regular	0.00	60,135.00	329967
JTEC-MP200	Invoice	01/27/2022	MILL PARK BUILDING PROJECT		0.00	60,135.00	
010629	KIMBALL MIDWEST		01/27/2022	Regular	0.00	108.23	329968
9498350	Invoice	01/27/2022	QUANTUM PRO HEADLAMP		0.00	108.23	
014388	LANE, NICK		01/27/2022	Regular	0.00	138.04	329969
8/16/21 - 12/15/	Invoice	01/27/2022	TUITION REIMBURSEMENT		0.00	138.04	
010736	LEAGUE OF CALIFORNIA CITIES		01/27/2022	Regular	0.00	200.00	329970
1769	Invoice	01/27/2022	MEMBERSHIP DUES FOR CHANNEL COUN		0.00	200.00	
013454	LEIBOLD MCCLENDON & MANN		01/27/2022	Regular	0.00	52.00	329971
78	Invoice	01/27/2022	SERVICES RENDERED 11/08/21		0.00	52.00	
010017	LIEBERT CASSIDY WHITMORE		01/27/2022	Regular	0.00	2,275.50	329972
207899	Invoice	01/27/2022	SA560-00046		0.00	220.50	
207902	Invoice	01/27/2022	SA560-00047		0.00	346.50	
207905	Invoice	01/27/2022	SA560-00048		0.00	252.00	
209301	Invoice	01/27/2022	SA560-00041		0.00	94.50	
209302	Invoice	01/27/2022	SA560-00043		0.00	724.50	
209303	Invoice	01/27/2022	SA560-00046		0.00	504.00	
209304	Invoice	01/27/2022	SA560-00047		0.00	63.00	
209305	Invoice	01/27/2022	SA560-00048		0.00	70.50	
015633	M6 CONSULTING, INC.		01/27/2022	Regular	0.00	10,427.48	329973
1952	Invoice	01/27/2022	TASK ORDER#7		0.00	10,427.48	
015602	MATA, IVAN		01/27/2022	Regular	0.00	14,200.00	329974
1164	Invoice	01/27/2022	9/4/21 EMERGENCY - CLEAN PUBLIC REST		0.00	90.00	
1166	Invoice	01/27/2022	09/24/21 DISINFECT COMM. DEV. BLDG		0.00	90.00	
1202	Invoice	01/27/2022	FY 21/22 JANITORIAL SVCS		0.00	6,920.00	
1203	Invoice	01/27/2022	11/27/21 DISINFECT PD		0.00	90.00	
1217	Invoice	01/27/2022	FY 21/22 JANITORIAL SVCS		0.00	6,920.00	
1221	Invoice	01/27/2022	12/26/21 DISINFECT PD STATION		0.00	90.00	
015907	MISSION SQUARE RETIREMENT		01/27/2022	Regular	0.00	375.00	329975
20210930-109-32	Invoice	01/27/2022	ANNUAL PLAN FEE 10/01/21 - 12/31/21		0.00	375.00	
013911	MKN ASSOCIATES INC		01/27/2022	Regular	0.00	47,513.58	329976

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
10045	Invoice	01/27/2022	3 Year PSA for Water,waste water, recycle		0.00	47,322.00	
10102	Invoice	01/27/2022	PSA- AWIA SUPPORT		0.00	191.58	
011981	NBS		01/27/2022	Regular	0.00	3,750.00	329977
1021000122	Invoice	01/27/2022	PROF SERVICES THROUGH 10/31/21		0.00	3,750.00	
014647	OAKRIDGE GEOSCIENCE, INC.		01/27/2022	Regular	0.00	4,755.00	329978
009.004-02	Invoice	10/21/2021	Task Order #1		0.00	4,755.00	
013145	PARRISH, PATRICK		01/27/2022	Regular	0.00	120.00	329979
2022 DMV RENE	Invoice	01/27/2022	DMV MEDICAL RENEWAL		0.00	120.00	
015443	PASSPORT LABS, INC.		01/27/2022	Regular	0.00	1,177.60	329980
INV-1027031	Invoice	01/27/2022	DELINQUENT NOTICES,CITATIONS ISSUED,		0.00	36.45	
INV-1027307	Invoice	01/27/2022	PROCESSING FEE,MONTHLY DATA CHARG		0.00	1,141.15	
014663	PHOENIX CIVIL ENGINEERING, INC.		01/27/2022	Regular	0.00	11,967.50	329981
21071	Invoice	01/27/2022	TASK ORDER #1		0.00	3,325.00	
21072	Invoice	01/27/2022	TASK ORDER #3		0.00	8,642.50	
010960	PUBLIC WORKS AGENCY		01/27/2022	Regular	0.00	13,895.00	329982
WPD-1293	Invoice	01/27/2022	SANTA CLARA RIVER BACTERIA TMDL		0.00	13,895.00	
013739	QUADIENT FINANCE USA, INC.		01/27/2022	Regular	0.00	500.00	329983
11/30/21 POSTA	Invoice	01/27/2022	REPLENISH POSTAGE METER		0.00	500.00	
014869	READYREFRESH BY NESTLE		01/27/2022	Regular	0.00	173.62	329984
01L0036339190	Invoice	01/27/2022	SPRING WATER SERVICE FOR PW OFFICE		0.00	100.79	
02A0036339190	Invoice	01/27/2022	SPRING WATER SERVICE TO PW OFFICE		0.00	72.83	
015859	ROGERS, ANDERSON, MALODY & SCOTT, LLP		01/27/2022	Regular	0.00	4,690.00	329985
67754	Invoice	01/27/2022	PROGRESS BILLING FY 6/30/21 AUDIT-DEC		0.00	4,690.00	
013292	SANTA PAULA ANIMAL RESCUE CENTER (SPARC		01/27/2022	Regular	0.00	12,500.00	329986
FEB 2022	Invoice	01/27/2022	FY 21/22 SERVICES		0.00	12,500.00	
010685	SANTA PAULA BASIN PUMPER ASSOC		01/27/2022	Regular	0.00	17,148.00	329987
2021118	Invoice	01/27/2022	ASSESSMENT NO. 17		0.00	17,148.00	
011263	SANTA PAULA SELF STORAGE		01/27/2022	Regular	0.00	470.00	329988
#542 JAN - FEB 2	Invoice	01/27/2022	STORAGE RENT FOR PW		0.00	470.00	
010711	SANTA PAULA TIMES		01/27/2022	Regular	0.00	2,143.20	329989
AUG 2021	Invoice	01/27/2022	TRANS#612135-FARMERS MKT. AD		0.00	153.60	
OCT 2021 ADS	Invoice	01/27/2022	FARMERS MARKET ADS		0.00	1,123.20	
SEPT 2021 ADS	Invoice	01/27/2022	FARMERS MARKET ADS FOR SEPT		0.00	866.40	
011640	SATCOM GLOBAL, INC.		01/27/2022	Regular	0.00	142.90	329990
AS01220050	Invoice	01/27/2022	ISAT PHONE 898709920416827485		0.00	56.70	
AS01220817	Invoice	01/27/2022	IRIDIUM CARDS 881621449175, 8816214		0.00	86.20	
010785	SMART & FINAL		01/27/2022	Regular	0.00	62.16	329991
168	Invoice	01/27/2022	WHITE VINEGAR FOR WATER DEPT		0.00	62.16	
011524	SOLID WASTE SOLUTIONS		01/27/2022	Regular	0.00	1,040.75	329992
172	Invoice	01/27/2022	FY 21/22 SOLID WASTE & PROJECT MGMT		0.00	1,040.75	
010795	SOUTHERN CALIFORNIA EDISON		01/27/2022	Regular	0.00	34,916.50	329993
12/10/21 - 1/21/	Invoice	01/27/2022	MONTHLY UTILITY CHARGES		0.00	33,137.62	
12/13/21 - 1/19/	Invoice	01/27/2022	MONTHLY UTILITY CHARGES		0.00	1,778.88	
011144	STAPLES ADVANTAGE		01/27/2022	Regular	0.00	186.54	329994
3492049857	Invoice	01/27/2022	CARD 8.5X11 BRIGHT ORG, COLLEGED RU		0.00	113.51	
3495660067	Invoice	01/27/2022	RY22 AAG PLANAMTH MTH, IVORY CARD		0.00	73.03	
010828	STATE WATER RESOURCE CONTROL BOARD		01/27/2022	Regular	0.00	49,560.00	329995

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
WD-0191459	Invoice	01/27/2022	ANNUAL PERMIT FEE FY 21/22		0.00	49,560.00	
010828	STATE WATER RESOURCE CONTROL BOARD		01/27/2022	Regular	0.00	763.00	329996
WD-0197329	Invoice	01/27/2022	INDEX471595, 4DW0154, 7/1/21-6/30/22		0.00	763.00	
010828	STATE WATER RESOURCE CONTROL BOARD		01/27/2022	Regular	0.00	34,797.80	329997
LW-1037096	Invoice	01/27/2022	WATER SYSTEMS ANNUAL FEE FY 21/22		0.00	34,797.80	
011861	SUPER SEAL & STRIPE		01/27/2022	Regular	0.00	1,500.00	329998
BOND	Invoice	01/27/2022	PHASE 2- MAINTENANCE WORK ORDER #		0.00	1,500.00	
015001	SYNAGRO-WWT, INC.		01/27/2022	Regular	0.00	15,004.56	329999
26858	Invoice	01/27/2022	BIOSOLIDS TO SKIC		0.00	15,004.56	
015912	TAPP, JACOB		01/27/2022	Regular	0.00	219.30	330000
21/22 TUITION R	Invoice	01/26/2022	AUG - DEC 2021 - TUITION REIMBURSEME		0.00	219.30	
012905	THOMSON REUTERS - WEST		01/27/2022	Regular	0.00	328.23	330001
845290263	Invoice	01/27/2022	NOV. ONLINE SOFTWARE SUBSCRIPTION		0.00	328.23	
013851	TIERZERO		01/27/2022	Regular	0.00	1,618.81	330002
362123	Invoice	01/27/2022	INTERNET ACCESS - FEBRUARY 2022 PERI		0.00	1,618.81	
010776	TIME WARNER CABLE		01/27/2022	Regular	0.00	2,928.22	330003
0093783010122	Invoice	01/27/2022	970 E VENTURA ST. 1/1/22 - 1/31/22		0.00	123.67	
0095804011022	Invoice	01/27/2022	214 S. 10TH ST. 1/10/22 - 2/9/22 SERVICE		0.00	252.22	
0304065011522	Invoice	01/27/2022	970 E VENTURA ST.		0.00	5.33	
0460685122721	Invoice	01/27/2022	970 E. VENTURA ST. FIBER 12/27/21-1/26		0.00	1,399.00	
0469553110921	Invoice	01/27/2022	920 CORPORATION ST FIBER		0.00	699.00	
0469553120921	Invoice	01/27/2022	920 CORPORATION FIBER 12/9/21-01/08/		0.00	449.00	
015603	TRAFFIC MANAGEMENT, INC.		01/27/2022	Regular	0.00	3,939.90	330004
774634	Invoice	01/27/2022	8/2-29/21 RENTAL K-RAIL		0.00	828.00	
783786	Invoice	01/27/2022	8/30/21-9/26/21 KRAIL RENTALS		0.00	828.00	
790825	Invoice	01/27/2022	9/16/21-10/13/21 KRAIL RENTALS		0.00	1,455.90	
795487	Invoice	01/27/2022	9/27/21 - 10/24/21 K RAIL RENTALS		0.00	828.00	
012070	TRAFFIC TECHNOLOGIES		01/27/2022	Regular	0.00	452.62	330005
39655	Invoice	01/27/2022	40 DECALS "8AM-12PM"		0.00	284.05	
39745	Invoice	01/27/2022	24X24 ENGINEER GRADE, "STEEL PLATES		0.00	168.57	
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.		01/27/2022	Regular	0.00	3,400.00	330006
7394	Invoice	01/27/2022	FY 21/22 SERVICES		0.00	3,400.00	
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN		01/27/2022	Regular	0.00	151.17	330007
1220210186	Invoice	01/27/2022	CSP90 NEW TICKET CHARGES		0.00	102.40	
dsb20206410	Invoice	01/27/2022	CA STATE FEE FOR REGULATORY COSTS		0.00	48.77	
010897	UNITED WATER CONSERVATION DISTRICT		01/27/2022	Regular	0.00	452,597.85	330008
FY21/22 SEMI AN	Invoice	01/27/2022	SEMI ANNUAL GROUND WATER PRODUCT		0.00	452,597.85	
010883	U-RENT INC		01/27/2022	Regular	0.00	177.87	330009
759071-5	Invoice	01/27/2022	PROPANE, SALES		0.00	177.87	
010903	USA BLUE BOOK		01/27/2022	Regular	0.00	167.28	330010
785209	Invoice	12/16/2021	2-1/2' LIQ FILL GAUGE 200 PSI W/PVC/VIT		0.00	142.38	
799646	Credit Memo	12/16/2021	2 1/2 LIQ FILL GAUGE 200 PSI, DIAPHRAM		0.00	-142.38	
810773	Invoice	01/27/2022	DRUM DRUM DECK		0.00	167.28	
010929	VENTURA , COUNTY OF		01/27/2022	Regular	0.00	25,155.00	330011
2021 OCT - DEC	Invoice	01/27/2022	FLOOD CONTROL FEES, LESS ADMIN FEES		0.00	25,155.00	
012232	VENTURA, COUNTY OF		01/27/2022	Regular	0.00	37,078.00	330012
2021 OCT - DEC	Invoice	01/27/2022	VC TRAFFIC IMPACT MITIGATION FEE		0.00	37,078.00	
010975	VRSD		01/27/2022	Regular	0.00	73,296.27	330013

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
234302,E,H,2343	Invoice	01/27/2022	FY 21/22 WRF O&M SERVICES		0.00	73,296.27	
013539	WAGE WORKS, INC.		01/27/2022	Regular	0.00	109.20	330014
INV3264158	Invoice	01/27/2022	FY 21/22 FEES		0.00	109.20	
015856	WALKER, TRAVIS		01/27/2022	Regular	0.00	33.00	330015
2/7-10/22 PERDI	Invoice	01/26/2022	CPCA 45TH ANNUAL TRAINING SYMPOSIU		0.00	33.00	
011010	WILLDAN FINANCIAL SERVICES		01/27/2022	Regular	0.00	6,386.00	330016
00335541	Invoice	01/27/2022	GENERAL ENGINEERING SRVS THROUGH		0.00	3,089.00	
010-50135	Invoice	01/27/2022	SRVS THRU 12/31/21-AUDITING FOR COS		0.00	1,595.00	
010-50171	Invoice	01/27/2022	SP HARVEST CFD NO.1 PARITY BOND ISSU		0.00	1,702.00	
010378	ALBERTSON'S/SAFEWAY		01/31/2022	Regular	0.00	1,229.73	330017
12/1/21 - 1/19/2	Invoice	01/31/2022	CHARGES BETWEEN 12/1/21 - 1/19/22		0.00	1,229.73	
012318	CALIFORNIA BUILDING STANDARDS COMMISSI		01/31/2022	Regular	0.00	801.00	330018
2021 OCT-DEC	Invoice	01/31/2022	QTRLY BRF FEES, MINUS 10% LOCAL GOV'		0.00	801.00	
011149	COSTCO WHOLESALE		01/31/2022	Regular	0.00	133.39	330019
07028	Invoice	01/31/2022	SUPPLIES FOR COME SEE SANTA EVENT		0.00	133.39	
011205	DEPARTMENT OF CONSERVATION		01/31/2022	Regular	0.00	2,091.05	330020
2021 OCT - DEC	Invoice	01/31/2022	QTRLY. SEISMIC FEES MINUS 5% SEISMIC,		0.00	2,091.05	
015506	PAYMENTUS GROUP, INC.		01/21/2022	Bank Draft	0.00	8,334.50	991754
INV-15-118709	Invoice	01/21/2022	TRANSACTION FEES FOR DECEMBER 2021		0.00	8,334.50	
011211	BNY MELLON		01/19/2022	Bank Draft	0.00	1,111,412.20	991755
991755	Invoice	01/19/2022	SP UA 2015A WASTE WATER ENTERPRISE		0.00	1,111,412.20	
011211	BNY MELLON		01/31/2022	Bank Draft	0.00	1,508,150.30	991756
991756	Invoice	01/31/2022	SP UTILITY AUTH. 2020 WW REFUNDING		0.00	1,508,150.30	
011211	BNY MELLON		01/31/2022	Bank Draft	0.00	2,323,321.05	991757
991757	Invoice	01/31/2022	SP UA 2019 WATER REVRF		0.00	2,323,321.05	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	441	207	0.00	1,582,059.16
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-5,920.99
Bank Drafts	4	4	0.00	4,951,218.05
EFT's	0	0	0.00	0.00
	445	**217**	**0.00**	**6,527,356.22**

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		01/06/2022	Regular	0.00	683.06	329788
INV0011809	Invoice	01/07/2022	G82 200000000935917		0.00	60.00	
INV0011810	Invoice	01/07/2022	G84 200000002177637		0.00	63.69	
INV0011867	Invoice	01/07/2022	G69 - CASE #200000001704703		0.00	125.07	
INV0011868	Invoice	01/07/2022	G83 200000002140068		0.00	259.38	
INV0011869	Invoice	01/07/2022	G86 200000002241170		0.00	174.92	
010553	ICMA RETIREMENT TRUST-457		01/06/2022	Regular	0.00	9,903.00	329789
INV0011807	Invoice	01/07/2022	DCI		0.00	4,106.00	
INV0011812	Invoice	01/07/2022	DCI		0.00	2,500.00	
INV0011813	Invoice	01/07/2022	DCI		0.00	225.00	
INV0011863	Invoice	01/07/2022	DCI		0.00	3,072.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		01/06/2022	Regular	0.00	565.46	329790
INV0011829	Invoice	01/07/2022	PTR - PART TIME RETIREMENT		0.00	511.50	
INV0011886	Invoice	01/07/2022	PTR - PART TIME RETIREMENT		0.00	53.96	
011691	JENNIFER REYES-MACIAS		01/06/2022	Regular	0.00	300.00	329791
INV0011865	Invoice	01/07/2022	G15 - #D323100		0.00	300.00	
010515	MASS MUTUAL		01/06/2022	Regular	0.00	600.00	329792
INV0011806	Invoice	01/07/2022	DCH - GROUP #020024		0.00	600.00	
011191	ORTIZ, CLARA		01/06/2022	Regular	0.00	250.62	329793
INV0011866	Invoice	01/07/2022	G2 - CASE #D316066		0.00	250.62	
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		01/06/2022	Regular	0.00	2,040.00	329794
INV0011853	Invoice	01/07/2022	AP-ASSOCIATION DUES		0.00	2,040.00	
010291	SEIU LOCAL 721		01/06/2022	Regular	0.00	625.47	329795
INV0011794	Invoice	01/07/2022	SEIU 998		0.00	86.25	
INV0011795	Invoice	01/07/2022	SEIU 998 - VOTING MEMBERS		0.00	485.75	
INV0011801	Invoice	01/07/2022	COMMITTEE ON POLITICAL EDUC.		0.00	53.47	
010898	UNITED WAY OF VENTURA COUNTY		01/06/2022	Regular	0.00	13.00	329796
INV0011847	Invoice	01/07/2022	UW - UNITED WAY		0.00	9.00	
INV0011902	Invoice	01/07/2022	UW - UNITED WAY		0.00	4.00	
011103	COLONIAL LIFE & ACCIDENT		01/07/2022	Regular	0.00	2,674.17	329799
ADJ/COLONIAL D	Credit Memo	12/24/2021	ADJ/COLONIAL DEC 2021 COV		0.00	-0.07	
INV0011571	Invoice	12/10/2021	Colonial Life Ins.		0.00	171.82	
INV0011572	Invoice	12/10/2021	Colonial Life Insurance		0.00	427.59	
INV0011625	Invoice	12/10/2021	Colonial Life Ins.		0.00	371.84	
INV0011626	Invoice	12/10/2021	Colonial Life Insurance		0.00	365.87	
INV0011683	Invoice	12/24/2021	Colonial Life Ins.		0.00	371.84	
INV0011684	Invoice	12/24/2021	Colonial Life Insurance		0.00	365.87	
INV0011741	Invoice	12/24/2021	Colonial Life Ins.		0.00	171.82	
INV0011742	Invoice	12/24/2021	Colonial Life Insurance		0.00	427.59	
012912	MEDICAL EYE SERVICES		01/07/2022	Regular	0.00	803.56	329800
AD/MES VISION I	Invoice	12/24/2021	AD/MES VISION INVOICE AD		0.00	60.01	
ADJ/MES JAN 202	Credit Memo	12/24/2021	ADJ/MES JAN 2022 COV		0.00	-0.27	
ADJ/MES VISION	Invoice	12/24/2021	ADJ/MES VISION DEC 2021 COV		0.00	63.16	
INV0011589	Invoice	12/10/2021	MEC		0.00	14.66	
INV0011590	Invoice	12/10/2021	MED		0.00	7.48	
INV0011591	Invoice	12/10/2021	PFE		0.00	29.12	
INV0011592	Invoice	12/10/2021	PFF		0.00	75.04	
INV0011643	Invoice	12/10/2021	MEC		0.00	21.99	
INV0011644	Invoice	12/10/2021	MED		0.00	22.44	
INV0011647	Invoice	12/10/2021	PFE		0.00	62.40	
INV0011648	Invoice	12/10/2021	PFF		0.00	107.20	
INV0011701	Invoice	12/24/2021	MEC		0.00	21.99	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0011702	Invoice	12/24/2021	MED		0.00	22.44	
INV0011705	Invoice	12/24/2021	PFE		0.00	62.40	
INV0011706	Invoice	12/24/2021	PFF		0.00	107.20	
INV0011758	Invoice	12/24/2021	MEC		0.00	14.66	
INV0011759	Invoice	12/24/2021	MED		0.00	7.48	
INV0011760	Invoice	12/24/2021	PFE		0.00	29.12	
INV0011761	Invoice	12/24/2021	PFF		0.00	75.04	
010371	METLIFE SBC		01/07/2022	Regular	0.00	307.44	329801
INV0011578	Invoice	12/10/2021	GROUP ID #97127420		0.00	34.16	
INV0011634	Invoice	12/10/2021	GROUP ID #97127420		0.00	119.56	
INV0011692	Invoice	12/24/2021	GROUP ID #97127420		0.00	119.56	
INV0011748	Invoice	12/24/2021	GROUP ID #97127420		0.00	34.16	
014422	RELIANCE STANDARD LIFE INSURANCE		01/07/2022	Regular	0.00	5,203.16	329802
ADJ/RELIANCE DE	Credit Memo	12/24/2021	ADJ/RELIANCE DENTAL JAN COV 2022		0.00	-35.36	
ADJ/RELIANCE DE	Credit Memo	12/24/2021	ADJ/RELIANCE DENTAL JAN COV 2022		0.00	-2.20	
ADJ/RELIANCE DE	Invoice	12/24/2021	ADJ/RELIANCE DENTAL JAN COV 2022		0.00	727.12	
INV0011573	Invoice	12/10/2021	D1F - RELIANCE DENTAL		0.00	1,018.50	
INV0011574	Invoice	12/10/2021	D1S - RELIANCE DENTAL		0.00	96.96	
INV0011575	Invoice	12/10/2021	D2F RELIANCE DENTAL		0.00	85.80	
INV0011576	Invoice	12/10/2021	D2S RELIANCE DENTAL		0.00	49.56	
INV0011628	Invoice	12/10/2021	D1F - RELIANCE DENTAL		0.00	654.75	
INV0011629	Invoice	12/10/2021	D1S - RELIANCE DENTAL		0.00	290.88	
INV0011630	Invoice	12/10/2021	D2F RELIANCE DENTAL		0.00	128.70	
INV0011631	Invoice	12/10/2021	D2S RELIANCE DENTAL		0.00	16.52	
INV0011686	Invoice	12/24/2021	D1F - RELIANCE DENTAL		0.00	654.75	
INV0011687	Invoice	12/24/2021	D1S - RELIANCE DENTAL		0.00	266.64	
INV0011688	Invoice	12/24/2021	D2F RELIANCE DENTAL		0.00	128.70	
INV0011689	Invoice	12/24/2021	D2S RELIANCE DENTAL		0.00	16.52	
INV0011743	Invoice	12/24/2021	D1F - RELIANCE DENTAL		0.00	873.00	
INV0011744	Invoice	12/24/2021	D1S - RELIANCE DENTAL		0.00	96.96	
INV0011745	Invoice	12/24/2021	D2F RELIANCE DENTAL		0.00	85.80	
INV0011746	Invoice	12/24/2021	D2S RELIANCE DENTAL		0.00	49.56	
011688	CALIFORNIA STATE DISBURSEMENT UNIT		01/20/2022	Regular	0.00	683.06	329912
INV0011923	Invoice	01/21/2022	G82 200000000935917		0.00	60.00	
INV0011924	Invoice	01/21/2022	G84 200000002177637		0.00	63.69	
INV0011981	Invoice	01/21/2022	G69 - CASE #200000001704703		0.00	125.07	
INV0011982	Invoice	01/21/2022	G83 200000002140068		0.00	259.38	
INV0011983	Invoice	01/21/2022	G86 200000002241170		0.00	174.92	
010553	ICMA RETIREMENT TRUST-457		01/20/2022	Regular	0.00	40,103.00	329913
INV0011921	Invoice	01/21/2022	DCI		0.00	6,256.00	
INV0011926	Invoice	01/21/2022	DCI		0.00	2,500.00	
INV0011927	Invoice	01/21/2022	DCI		0.00	19,225.00	
INV0011977	Invoice	01/21/2022	DCI		0.00	3,122.00	
INV0011985	Invoice	01/21/2022	DCI		0.00	9,000.00	
010554	ICMA RETIREMENT TRUST-457 (PT)		01/20/2022	Regular	0.00	547.26	329914
INV0011943	Invoice	01/21/2022	PTR - PART TIME RETIREMENT		0.00	472.35	
INV0012001	Invoice	01/21/2022	PTR - PART TIME RETIREMENT		0.00	74.91	
011691	JENNIFER REYES-MACIAS		01/20/2022	Regular	0.00	300.00	329915
INV0011979	Invoice	01/21/2022	G15 - #D323100		0.00	300.00	
010515	MASS MUTUAL		01/20/2022	Regular	0.00	1,100.00	329916
INV0011919	Invoice	01/21/2022	DCH - GROUP #020024		0.00	600.00	
INV0011920	Invoice	01/21/2022	DCH - GROUP #020024		0.00	500.00	
011191	ORTIZ, CLARA		01/20/2022	Regular	0.00	250.62	329917
INV0011980	Invoice	01/21/2022	G2 - CASE #D316066		0.00	250.62	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION		01/20/2022	Regular	0.00	2,040.00	329918
INV0011967	Invoice	01/21/2022	AP-ASSOCIATION DUES		0.00	2,040.00	
010291	SEIU LOCAL 721		01/20/2022	Regular	0.00	642.22	329919
INV0011907	Invoice	01/21/2022	SEIU 998		0.00	86.25	
INV0011908	Invoice	01/21/2022	SEIU 998 - VOTING MEMBERS		0.00	502.50	
INV0011914	Invoice	01/21/2022	COMMITTEE ON POLITICAL EDUC.		0.00	53.47	
010898	UNITED WAY OF VENTURA COUNTY		01/20/2022	Regular	0.00	13.00	329920
INV0011961	Invoice	01/21/2022	UW - UNITED WAY		0.00	9.00	
INV0012017	Invoice	01/21/2022	UW - UNITED WAY		0.00	4.00	
010420	INTERNAL REVENUE SERVICE		01/12/2022	Bank Draft	0.00	45,992.19	991740
INV0011849	Invoice	01/07/2022	FEDERAL TAX		0.00	18,740.89	
INV0011851	Invoice	01/07/2022	MEDICARE		0.00	6,398.66	
INV0011904	Invoice	01/07/2022	FEDERAL TAX		0.00	16,106.54	
INV0011905	Invoice	01/07/2022	MEDICARE		0.00	4,746.10	
011044	STATE OF CALIFORNIA - EDD		01/12/2022	Bank Draft	0.00	14,424.62	991741
INV0011848	Invoice	01/07/2022	STATE TAX		0.00	7,175.22	
INV0011903	Invoice	01/07/2022	STATE TAX		0.00	7,249.40	
014872	STATE OF CALIFORNIA EDD - SDI		01/12/2022	Bank Draft	0.00	1,478.76	991742
INV0011850	Invoice	01/07/2022	SDI		0.00	1,478.76	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE		01/12/2022	Bank Draft	0.00	63,298.13	991743
ADJ/CALPERS PR#	Invoice	01/07/2022	ADJ/CALPERS PR#25		0.00	0.07	
INV0011830	Invoice	01/07/2022	R24		0.00	1,040.82	
INV0011831	Invoice	01/07/2022	R24		0.00	1,617.73	
INV0011832	Invoice	01/07/2022	R27		0.00	1,070.21	
INV0011833	Invoice	01/07/2022	R27ER		0.00	1,663.41	
INV0011834	Invoice	01/07/2022	R54		0.00	162.00	
INV0011835	Invoice	01/07/2022	R54		0.00	247.05	
INV0011836	Invoice	01/07/2022	R58		0.00	2,223.27	
INV0011837	Invoice	01/07/2022	R58		0.00	3,390.48	
INV0011838	Invoice	01/07/2022	R62		0.00	7,428.23	
INV0011839	Invoice	01/07/2022	R62		0.00	8,352.61	
INV0011840	Invoice	01/07/2022	R72		0.00	792.48	
INV0011841	Invoice	01/07/2022	R72		0.00	800.40	
INV0011842	Invoice	01/07/2022	RP7		0.00	39.87	
INV0011843	Invoice	01/07/2022	RP7		0.00	61.97	
INV0011844	Invoice	01/07/2022	SB		0.00	64.17	
INV0011845	Invoice	01/07/2022	SCP		0.00	152.76	
INV0011846	Invoice	01/07/2022	SCP		0.00	102.40	
INV0011887	Invoice	01/07/2022	R21		0.00	161.67	
INV0011888	Invoice	01/07/2022	R21		0.00	251.28	
INV0011889	Invoice	01/07/2022	R30		0.00	3,351.08	
INV0011890	Invoice	01/07/2022	R30		0.00	8,370.27	
INV0011891	Invoice	01/07/2022	R52		0.00	234.47	
INV0011892	Invoice	01/07/2022	RMD		0.00	357.57	
INV0011893	Invoice	01/07/2022	R59		0.00	964.48	
INV0011894	Invoice	01/07/2022	R59		0.00	2,409.04	
INV0011895	Invoice	01/07/2022	R62		0.00	428.01	
INV0011896	Invoice	01/07/2022	R62		0.00	481.26	
INV0011897	Invoice	01/07/2022	R63		0.00	446.21	
INV0011898	Invoice	01/07/2022	R63		0.00	501.75	
INV0011899	Invoice	01/07/2022	R72		0.00	8,008.31	
INV0011900	Invoice	01/07/2022	R72		0.00	8,088.39	
INV0011901	Invoice	01/07/2022	SB		0.00	34.41	
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S		01/10/2022	Bank Draft	0.00	62,332.96	991744
ADJ/CALPERS HE	Invoice	12/24/2021	ADJ/CALPERS HEALTH JAN COV 2022		0.00	1,883.19	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
ADJ/CALPERS RET	Invoice	01/07/2022	ADJ/CALPERS RETIREE HEALTH JAN COV 2		0.00	3,284.00	
INV0011568	Invoice	12/10/2021	ANTHEM SELECT DOUBLE		0.00	712.43	
INV0011569	Invoice	12/10/2021	ANTHEM SELECT FAMILY		0.00	1,805.59	
INV0011570	Invoice	12/10/2021	ANTHEM SELECT SINGLE		0.00	712.44	
INV0011593	Invoice	12/10/2021	PERS GOLD - COUPLE		0.00	2,351.12	
INV0011594	Invoice	12/10/2021	PERS GOLD - FAMILY		0.00	2,276.47	
INV0011595	Invoice	12/10/2021	PERS GOLD - SINGLE		0.00	587.78	
INV0011596	Invoice	12/10/2021	EMPLOYER #0251		0.00	706.02	
INV0011597	Invoice	12/10/2021	EMPLOYER #0251		0.00	2,771.38	
INV0011598	Invoice	12/10/2021	EMPLOYER #0251		0.00	1,412.04	
INV0011599	Invoice	12/10/2021	PERS PLATINUM - COUPLE		0.00	882.18	
INV0011600	Invoice	12/10/2021	PERS PLATINUM - FAMILY		0.00	1,146.84	
INV0011622	Invoice	12/10/2021	ANTHEM SELECT DOUBLE		0.00	712.43	
INV0011623	Invoice	12/10/2021	ANTHEM SELECT SINGLE		0.00	712.44	
INV0011624	Invoice	12/10/2021	BLUE SHIELD - SINGLE		0.00	371.35	
INV0011645	Invoice	12/10/2021	EMPLOYER #0251 FAMILY		0.00	1,170.29	
INV0011646	Invoice	12/10/2021	EMPLOYER #0251 SINGLE		0.00	450.11	
INV0011649	Invoice	12/10/2021	PERS GOLD - COUPLE		0.00	1,175.56	
INV0011650	Invoice	12/10/2021	PERS GOLD - FAMILY		0.00	2,292.36	
INV0011651	Invoice	12/10/2021	PERS GOLD - SINGLE		0.00	2,351.12	
INV0011652	Invoice	12/10/2021	EMPLOYER #0251		0.00	1,835.66	
INV0011653	Invoice	12/10/2021	EMPLOYER #0251		0.00	1,412.04	
INV0011654	Invoice	12/10/2021	PERS PLATINUM - COUPLE		0.00	882.18	
INV0011680	Invoice	12/24/2021	ANTHEM SELECT DOUBLE		0.00	712.43	
INV0011681	Invoice	12/24/2021	ANTHEM SELECT SINGLE		0.00	712.44	
INV0011682	Invoice	12/24/2021	BLUE SHIELD - SINGLE		0.00	371.35	
INV0011703	Invoice	12/24/2021	EMPLOYER #0251 FAMILY		0.00	1,170.29	
INV0011704	Invoice	12/24/2021	EMPLOYER #0251 SINGLE		0.00	450.11	
INV0011707	Invoice	12/24/2021	PERS GOLD - COUPLE		0.00	1,175.56	
INV0011708	Invoice	12/24/2021	PERS GOLD - FAMILY		0.00	2,292.36	
INV0011709	Invoice	12/24/2021	PERS GOLD - SINGLE		0.00	2,057.23	
INV0011710	Invoice	12/24/2021	EMPLOYER #0251		0.00	1,835.66	
INV0011711	Invoice	12/24/2021	EMPLOYER #0251		0.00	1,412.04	
INV0011712	Invoice	12/24/2021	PERS PLATINUM - COUPLE		0.00	882.18	
INV0011738	Invoice	12/24/2021	ANTHEM SELECT DOUBLE		0.00	712.43	
INV0011739	Invoice	12/24/2021	ANTHEM SELECT FAMILY		0.00	1,805.59	
INV0011740	Invoice	12/24/2021	ANTHEM SELECT SINGLE		0.00	712.44	
INV0011762	Invoice	12/24/2021	PERS GOLD - COUPLE		0.00	2,351.12	
INV0011763	Invoice	12/24/2021	PERS GOLD - FAMILY		0.00	2,276.47	
INV0011764	Invoice	12/24/2021	PERS GOLD - SINGLE		0.00	587.78	
INV0011765	Invoice	12/24/2021	EMPLOYER #0251		0.00	706.02	
INV0011766	Invoice	12/24/2021	EMPLOYER #0251		0.00	2,771.38	
INV0011767	Invoice	12/24/2021	EMPLOYER #0251		0.00	1,412.04	
INV0011768	Invoice	12/24/2021	PERS PLATINUM - COUPLE		0.00	882.18	
INV0011769	Invoice	12/24/2021	PERS PLATINUM - FAMILY		0.00	1,146.84	
010420	INTERNAL REVENUE SERVICE		01/26/2022	Bank Draft	0.00	44,886.14	991746
INV0011963	Invoice	01/21/2022	FEDERAL TAX		0.00	18,533.19	
INV0011965	Invoice	01/21/2022	MEDICARE		0.00	6,415.42	
INV0012019	Invoice	01/21/2022	FEDERAL TAX		0.00	15,396.93	
INV0012020	Invoice	01/21/2022	MEDICARE		0.00	4,540.60	
011044	STATE OF CALIFORNIA - EDD		01/26/2022	Bank Draft	0.00	13,851.43	991747
INV0011962	Invoice	01/21/2022	STATE TAX		0.00	6,912.93	
INV0012018	Invoice	01/21/2022	STATE TAX		0.00	6,938.50	
014872	STATE OF CALIFORNIA EDD - SDI		01/26/2022	Bank Draft	0.00	1,491.71	991748
INV0011964	Invoice	01/21/2022	SDI		0.00	1,491.71	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE		01/26/2022	Bank Draft	0.00	63,614.46	991749
ADJ/CALPERS PR#	Invoice	01/21/2022	LPERS PR#26 01.21.22		0.00	0.05	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0011944	Invoice	01/21/2022	R24		0.00	1,040.82	
INV0011945	Invoice	01/21/2022	R24		0.00	1,617.72	
INV0011946	Invoice	01/21/2022	R27		0.00	1,196.24	
INV0011947	Invoice	01/21/2022	R27ER		0.00	1,859.29	
INV0011948	Invoice	01/21/2022	R54		0.00	162.00	
INV0011949	Invoice	01/21/2022	R54		0.00	247.05	
INV0011950	Invoice	01/21/2022	R58		0.00	2,223.27	
INV0011951	Invoice	01/21/2022	R58		0.00	3,390.48	
INV0011952	Invoice	01/21/2022	R62		0.00	7,428.23	
INV0011953	Invoice	01/21/2022	R62		0.00	8,352.61	
INV0011954	Invoice	01/21/2022	R72		0.00	792.48	
INV0011955	Invoice	01/21/2022	R72		0.00	800.40	
INV0011956	Invoice	01/21/2022	RP7		0.00	65.84	
INV0011957	Invoice	01/21/2022	RP7		0.00	102.34	
INV0011958	Invoice	01/21/2022	SB		0.00	65.10	
INV0011959	Invoice	01/21/2022	SCP		0.00	152.76	
INV0011960	Invoice	01/21/2022	SCP		0.00	102.40	
INV0012002	Invoice	01/21/2022	R21		0.00	166.39	
INV0012003	Invoice	01/21/2022	R21		0.00	258.62	
INV0012004	Invoice	01/21/2022	R30		0.00	3,351.08	
INV0012005	Invoice	01/21/2022	R30		0.00	8,370.27	
INV0012006	Invoice	01/21/2022	R52		0.00	238.25	
INV0012007	Invoice	01/21/2022	RMD		0.00	363.33	
INV0012008	Invoice	01/21/2022	R59		0.00	964.48	
INV0012009	Invoice	01/21/2022	R59		0.00	2,409.04	
INV0012010	Invoice	01/21/2022	R62		0.00	428.01	
INV0012011	Invoice	01/21/2022	R62		0.00	481.26	
INV0012012	Invoice	01/21/2022	R63		0.00	438.21	
INV0012013	Invoice	01/21/2022	R63		0.00	492.75	
INV0012014	Invoice	01/21/2022	R72		0.00	7,969.79	
INV0012015	Invoice	01/21/2022	R72		0.00	8,049.49	
INV0012016	Invoice	01/21/2022	SB		0.00	34.41	
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE		01/26/2022	Bank Draft	0.00	2,653.80	991750
REPLACEMENT B	Invoice	01/21/2022	REPLACEMENT BENEFIT FUND CALPERS I		0.00	2,653.80	
013539	WAGE WORKS, INC.		01/05/2022	Bank Draft	0.00	388.17	991763
INV3293297	Invoice	01/05/2022	INV3293297		0.00	388.17	
013539	WAGE WORKS, INC.		01/12/2022	Bank Draft	0.00	627.26	991764
INV3308636	Invoice	01/12/2022	INV3308636		0.00	627.26	
013539	WAGE WORKS, INC.		01/20/2022	Bank Draft	0.00	663.85	991765
INV3331872	Invoice	01/20/2022	INV3331872		0.00	663.85	
013539	WAGE WORKS, INC.		01/26/2022	Bank Draft	0.00	121.45	991766
INV3349883	Invoice	01/26/2022	INV3349883		0.00	121.45	

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	93	22	0.00	69,648.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	131	14	0.00	315,824.93
EFT's	0	0	0.00	0.00
	224	**36**	**0.00**	**385,473.03**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	534	229	0.00	1,651,707.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-5,920.99
Bank Drafts	135	18	0.00	5,267,042.98
EFT's	0	0	0.00	0.00
	669	**253**	**0.00**	**6,912,829.25**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2022	6,912,829.25
			6,912,829.25

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	571,853.43
104 - GENERAL FUND-MEASURE T	75,747.89
115 - GENERAL RECREATION PRO	4,336.52
201 - MOBILE HOME RENT REVIEW	627.00
205 - NPDES STORMWATER QUALITY	16,175.42
206 - STORMWATER PROGRAM	9,442.28
280 - STATE GAS TAX	40,335.24
282 - LOCAL TRANS TDA ART 3	3,939.90
283 - ROAD MAINT & REHAB SB1	4,755.00
311 - SLESF- COPS (AB1913)	1,711.39
314 - OFF OF TRAFFIC SFTY(OTS)	342.57
405 - AAA (AREA AGCY ON AGING)	11,428.42
412 - AMERICAN RESCUE PLAN	416.45
450 - HUD- CDBG	19.90
500 - HILLSBOROUGH OPEN SPACE	55.00
503 - GHAD-GEO HAZ ABATE DIST	1,769.55
504 - HARVEST CFD EA1	5,777.00
600 - REFUSE RESERVE	780.00
610 - SEWER	2,959,756.41
620 - WATER	3,056,647.95
702 - EQUIPMENT MAINTENANCE	16,077.57
800 - MISC DEPOSITS	135,069.66
803 - HARDING PARK TRUST	428.10
804 - DLA FOR FORMER RDA	52.00
Grand Total:	**6,917,544.65**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Administration

Subject: CAL OES GRANT BACKUP POWER GENERATOR PURCHASES

Date: February 16, 2022

Agenda Item: 9.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to purchase **(1) New MQ Muitiquip Model DCA25SSIU4F Trailer Mounted Diesel Standby Generator Set,** for installation at Mesa Tank in the amount of $34,372.33 plus tax from Quinn Company.

2. Authorize the City Manager to purchase **(1) New Caterpillar Model D80-8 Diesel Standby Generator Set,** for installation at the Community / Senior Center in the amount of $109,119.20 plus tax from Quinn Company.

3. Authorize the City Manager to purchase **(1) New Caterpillar Model D100-8 Diesel Standby Generator Set,** for installation at the Santa Paula Police Department in the amount of $116,556.46 plus tax from Quinn Company.

Presented by: Jonathan Royas, Management Analyst

BACKGROUND:

In October 2020, staff applied for a Community Power Resiliency Allocation Grant with the California Governor's Office of Emergency Services (Cal OES) to bolster our emergency preparedness and power resiliency at key facilities within the City.

On March 12, 2021, staff was notified we were the recipients of a California Governor's Office of Emergency Services (Cal OES) Community Power Resiliency grant in the amount of $300,000 to assist in the procurement and installation of generators.

On September 15, 2021, Council approved a budget allocation of $300,000 for the 20/21 FY budget for revenue and matching expenditures from the California Governor's Office of Emergency Services (Cal OES) Fund 319 (Miscellaneous State Grants) to account 319-4-7500-4277, along with a matching expense allocation to account 319-5-9363-660.

On November 17, 2021, Council authorized the City Manager to execute a contract with Oilfield Electric & Motor, for the installation of generator equipment at the Community/Senior

Center in the amount of $75,500 and for the installation of generator equipment at the Santa Paula Police Department building in the amount of $87,530.

The City currently has an existing agreement with Robert William Company, LLC (RWC) for project management services and as such, partnered with RWC to review the requirements for each project location and to prepare the necessary bid documents. RWC will also serve as the project manager for each project to ensure proper compliance with local and state laws.

ANALYSIS:

RWC, Inc., in conjunction with our Public Works Fleet Division, have identified specific generator equipment tailored to meet the standards and needs for our three project locations (Mesa Tank, Community/Senior Center and the Police Department). The selected generators and their specifications have been identified in Exhibits A – Quinn Quotation AWA13946 (Mesa Tank), Exhibit B - Quinn Quotation AWA13952 (Community Senior Center) and Exhibit C - Quinn Quotation AWA13951 (Police Department).

Mesa Tank Generator

(1) New MQ Muitiquip Model DCA25SSIU4F Trailer Mounted Diesel Standby Generator Set

- Rated 22 kW Stand-by 20 Kw Prime (Three Phase) with fan, 60 Hz, at 1800 RPM.
- Rated 15.8 kW Stand-by 14.4 Kw Prime (Single Phase) with fan, 60 Hz, at 1800 RPM.
- Generator includes standard equipment and accessories
- Emissions: EPA Tier 4 Final and CARB certified for non-road emissions

Cost $34,372.33 plus tax

Community/Senior Center Generator

(1) New Caterpillar Model D80-8 Diesel Standby Generator Set
- EPA Certified Tier 3 / UL2200 Listed & IBC Certified Generator Set
- Rated 80 kW with fan, 60 Hz, 3 phase, 120/240 volts at 1800 RPM.
- Caterpillar trailer mounted generator set model D80-8
- Includes Asco Transfer switch 300 series
- Includes Rypos Active Regeneration Diesel Particulate Filter with Oxidation Catalyst

Cost: $109119.20 plus tax

Police Department Generator

(1) New Caterpillar Model D100-8 Diesel Standby Generator Set

- EPA Certified Tier 3 / UL2200 Listed & IBC Certified Generator Set
- Rated 100 kW with fan, 60 Hz, 3 phase, 120/240 volts at 1800 RPM.
- Caterpillar trailer mounted generator set model D100-8
- Includes Asco Transfer switches 300 series
- Includes Rypos Active Regeneration Diesel Particulate Filter with Oxidation Catalyst

Cost: $116,556.46 plus tax

Total Cost for all 3 Generators: $260,047.99 plus tax

Of note, at this time RWC and staff are currently in the process of of working with Ventura County Air Pollution Control District (A.P.C.D.) to ascertain whether particular diesel filters will or will not be required during installation for the Community/Senior Center and Police Department generators. As that determination is still in process and will take some time to determine, the quoted prices above reflect inclusion of the potentially required filters.

Should it be determined that particular diesel filters will not be necessary, the City will realize significant cost savings for the generator purchase for the Community/Senior Center and the Police Department. The costs for the generators without filters is as follows:

Community/Senior Center Generator without Diesel Filters $58,850.32 plus tax

Police Department Generator without Diesel Filters $62,993.17 plus tax

Total Cost for all 3 Generators without filters: $156,215.82 plus tax

Due to the time-sensitive nature of grant funds expiring at the end of the calendar year in addition to the fact that the lead time for the generators is 26-30 weeks, staff is recommending moving forward with the purchase of the generators and allocating funds to cover the costs associated with the diesel filters should they be required.

All three generators identified for the three locations would be purchased under our existing Sourcewell Contract which, as a cooperative purchasing program, does not require the normal competitive bidding process.

Santa Paula's Municipal Code allows for Cooperative Purchasing agreements to be utilized in place of the Formal Bid process:

Title IV: Contracts and Purchases, Chapter 41: Purchasing, § 41.11 Cooperative Purchasing

The procedures set forth above (Formal Bid process) need not be followed where the Purchasing Agent identifies a cooperative purchasing program administered by a government-oriented entity, or; a local, state, or federal governmental agency. When in the city's best overall interests, the Purchasing Agent may enter into a contract for the purchase of supplies and general services awarded through such a cooperative purchasing program. City Council consent is required for such arrangements where the estimated value of the supplies or general services exceed $50,000.

It should be noted that purchase and installation of generators at Mesa Tank, the Community/Senior Center and the Police Department further our objectives in providing backup power for essential City services to our residents, however, this project falls short in providing backup power to City Hall and our EOC. Staff will continue to pursue grants in the future to fulfill this need.

STRATEGIC PLAN:

N/A

FISCAL IMPACTS:

The total requested approval amount nof $323,727.24 for purchase of the three generators includes a 15% contingency for potential cost increases for the generators, permits and other necessary compliance measures, as well as 8.25% for tax. Staff anticipates the contingency will likely not be needed, in which case a portion of the General Fund allocation will be freed up for other uses.

Staff will utilize the remaining amount in the Emergency Generator Program (both General Fund and CalOES Grant allocations) for a total of $196,790. The remaining allocation needed will come be transferred from other Capital Improvement Plan (CIP) projects that benefit from the generators, as noted with an below.

- $136,970 in the CalOES Grant Fund's CIP Emergency Generator Program (carried over from FY 20/21)
- $60,000 in the General Fund's CIP Emergency Generator Program (approved in resolution 7352)
- *$60,028.62 transferred from the General Fund's CIP Building Improvements Program
- *$60,028.62 transferred from the Measure T Fund's CIP Police Department Remodel Program
- *$6,700 transferred from the Water Fund's CIP Fund 620-5-9355-660 **Transfers between CIP projects will be processed by staff with City Manager approval*

OPTIONS:

The Council has the following available alternative options to staff's recommendations:

1. Do not authorize the City Manager to purchase the three generator sets as recommended by staff. The Community/Senior Center does not have a backup generator and would not have power during a power outage event. The Police Department would rent and manually attach a backup generator that would provide power to only some essential equipment and the Mesa Tank would require staff to hook up a temporary portable generator to maintain the water system infrastructure located on site.
2. Request Staff to conduct a formal RFP process in lieu of using a cooperative purchasing agreement such as Sourcewell. This may result in higher or lower bid submittals for these critically needed generator sets and extend the manufacture, delivery and installation timeline an additional six to twelve months.

It should be noted that a delay in this purchase puts in jeopardy grant awards from CalOES in the amount of $300,000 which must be utilized before December 31, 2022.

ATTACHMENTS:

Exhibit A-Quinn Quotation AWA13946 (Mesa Tank).pdf
Exhibit B-Quinn Quotation AWA13952 (Community Senior Center).pdf

Exhibit C-Quinn Quotation AWA13951 (Police Department).pdf

EXHIBIT A

Quinn Quotation AWA13946 (Mesa Tank)

QUINN POWER SYSTEMS CAT

801 DEL NORTE BLVD.
OXNARD, CA 93030

QUOTATION

AWA13946

DATE: 01-27-2022
PAGE 1 of 8
Quotation expires: 02-25-2022

To: City Of Santa Paula
970 E Ventura Street
Santa Paula, CA 93060
Attention: Jose Arreola
Office: 805-933-4268
Terms: Subject To Credit Approval

Special pricing under Sourcewell (Formally (NJPA)
Member number City Of Santa Paula 2428
MQ Contract Number 041719-MTQ

(1) New MQ Muitiquip Model **DCA25SSIU4F Trailer Mounted** Diesel Standby Generator Set
Rated 22 kW Stand-by 20 Kw Prime (Three Phase) with fan, 60 Hz, at 1800 RPM.
Rated 15.8 kW Stand-by 14.4 Kw Prime (Single Phase) with fan, 60 Hz, at 1800 RPM.
Generator includes standard equipment and accessories listed in the Attached bill of material.
Emissions: EPA Tier 4 Final and CARB certified for non-road emissions

801 DEL NORTE BLVD.
OXNARD, CA 93030

QUOTATION

AWA13946

DATE: 01-27-2022

Quotation expires: 02-25-2022

Pricing under Sourcewell Program

DCA25SSIU4F Generator set ……..…….. $21,103.30 Plus Tax
TRLR75XF2H Trailer with 100 gallon fuel cell ..……..… $6,397.40 Plus Tax and Tire fees
EE36264 Coupler 3" (for trailer) ……..…….. $63.80 Plus Tax
DCA25TRLR75 Mount Kit Trailer ……. $322.50 Plus Tax
MQP3WAYVALVE25 …….. $519.10 Plus Tax
MQPBCKIT Battery Charger ……..……..…….$353.80 Plus Tax
MQPESTOPKIT Emergency stop button ……..……. $153.70 Plus Tax
MQPHEATTKIT-A Block heater …….. $350.90 Plus Tax
CAMLOK1KIT …… $435.00 Plus Tax
Factory Freight & Local Freight ……..…….. $2,050.00 Plus Tax
Freight charges quotes are current estimates only. Actual freight charges will be determined at time of shipment

Total Price (Plus sales tax and tire fees) ……..…. $31,749.50
Sale Tax (8.25% please confirm tax rate) ……..…… $2,619.33
Tire Fees ……..……. $3.50
Total Price ……. $34,372.33

Notes:
Current lead time Early March 2023
NOTE: Please call for current times

MQ Multiquip Model DCA25SSIU4F Diesel Generator Set
EPA APPROVED, EMISSION CERTIFIED / TIER 4 Final
Multi - Voltage generator set

Includes:
Standard Features

Heavy duty, 4 -cycle, direct injection, heated crankcase vent, turbocharged diesel engine provides maximum reliably

EPA emissions certified - Tier 4 final emissions compliant

Microprocessor engine control system maintains frequency to +/- 25%

Full load acceptance of standby nameplate rating in single step

Fuel / water separator removes condensation from fuel for extended engine life
Panel mounted alarm light included

Sound attenuated, weather resistant, steel housing provides operation at 65 dB(A) at 23 feet.
Fully lockable enclosure allows safe unattended operation

E - coat and power coat paint provides durability and weather protection

Internal fuel tank with direct reading fuel gauges

Spill containment - Bunded design protects environmental by capturing up to124% of engine fluids

Brushless alternator reduces service and maintenance requirements and meets temperature rise standard for Class F insulation systems
Open delta alternator design provides virtually unlimited excitation for maximum motor starting capability
Automatic voltage regulator (AVR) provides precise regulation

Fully covered power panel. Three - phase terminals and single
phase receptacles allow fast and convenient hookup for most applications
including temporary power boxes, tools and lighting equipment.
All are NEMA standard.

ECU754 - microprocessor - based digital generator controller
Remote 2 - wire start / stop control
Operational temperature range of -40 to 85 C.

Digital engine gauges including oil pressure, water temperature, battery volts,
engine speed and fuel level

Analog instrumentation includes AC ammeter, AC voltmeter, frequency meter, ammeter phase selector switch, voltmeter phase selector switch, and voltage regulator adjustment potentiometer

Automatic safety shutdown system monitors the water temperature, engine oil pressure,
low coolant, over speed, and over crank. Warning lights indicate abnormal conditions

Voltage selector switch allows easy to change voltages as your
applications require

Items not included:

Installation
Fuel
Shop Prep
Exhaust treatment (If required)
Fuel venting (If required)
Additional fuel containment (If required)
Building or air quality permits
DMV Registration
Building or air quality permits

Documentation

Operation and maintenance manual
Standard Warranty
Delivery (Santa Paula, Ca)
Start-up (Not included in sale Quotation)
Not Included In Sale Quotation Permits, DMV, Registration & License Fees

PLEASE NOTE: No detailed written specification's provided for quotation

CLARIFICATION

- The equipment offered in this proposal is in accordance with your verbal request. No written details, plans, specifications, or drawings have been provided.
- No special equipment provided such as: emissions control devices.
- Permitting costs by others.
- Special consideration should be taken concerning prime, portable application. Please confirm with local air district for further guidance.
- **VERY IMPORTANT NOTE:** **As a supplier of equipment, Quinn Power Systems (QPS) disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, building or construction codes or use permits pertaining to buyers or buyers' client's, particular application of such equipment or any similar type of permit.**

  Special attention should be given to the requirements of the local Air Quality Management District (AQMD) rules, regulations and permit process. As an equipment supplier, QPS is proposing equipment to specifications as indicated herein. If additional equipment or engine modifications are required beyond the specifications as required by AQMD and Best Available Control Technology (BACT) guidelines, those items are not included. For example, South Coast AQMD Rule 1470 requires controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school. Unless specifically indicated in this proposal, compliance to this rule is the responsibility of others.

  Ultra low sulfur fuel is required for particulate filters plus will be the required fuel starting in 2006.

  When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as certified equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit.

  Only those items listed are included. Not included is any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself.

  If delivery is delayed by customer (Buyer) beyond original shipment date, purchase price is due 30 days after original shipment date and a hold charge of 1% per month (12% per annum) of the purchase price is due each month until delivery. Service charge of 1.5% per month (18% per annum) is applicable on any delinquent balance.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to additional charges.

Terms and conditions of Caterpillar warranty apply. The Manufacturers' warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. QPSA is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery, additional costs should be anticipated. Additional costs might include, but not be limited to long term storage preparation, inspection charges, parts, service etc.

Terms of payment are net 30 days, no retentions; subject to credit approval. Per Company procedure, QPSA will file a California "Preliminary 20-day notice" applicable per Section 3097 of the California Civil Code.

Important conditions for export transactions. This transaction if for the sale of equipment only, as requested and as detailed in this proposal. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is the responsibility of proper application and installation, installation audits, sea trials (if applicable), installation materials and the installation itself. To ensure proper application, installation, and warranty integrity, you are encouraged to contact the receiving Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will QPSA be responsible for any such related costs.

TERMS AND CONDITIONS

Acceptance of Order.
This Quotation if for Buyer's information only and is not a valid offer to sell unless signed by an officer of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer which are inconsistent with the prices, terms and conditions of this Quotation will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

Liability.
Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, resale or use of any products covered by or furnished under any order shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special or consequential damages.

Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer.

Fulfillment of any order accepted by Seller is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller.

Shipments.
Unless otherwise specified, shipment dates are approximate. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment.

If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller may require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

Termination.
In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer.

Taxes.
Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Patents.
Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing and gives the necessary authorization, information and assistance for the defense of such a claim.

Changes.
Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

Export Sales.
In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required.

801 DEL NORTE BLVD.
OXNARD, CA 93030

QUOTATION

AWA13946

DATE: 01-27-2022
PAGE 8 of 8
Quotation expires: 02-25-2022

The quotation provided herein is for information only, and is not a valid offer to sell unless signed by a Sales Representative of Quinn Power Systems and an officer of your Company in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days, expires after that duration.

Signature: _____
Sales Representative: Allen Abramovitch
Cell: (805)431-3180 Office (805)278-8706
Submitted By: Allen Abramovitch

Quinn Power Systems
Allen Abramovitch
Sales Representative
Cell: 805-431-3180
Fax: 805-983-1643
Office: 805-485-2171 Ext. 8706
801 Del Norte Blvd. Oxnard, CA 93030
aabramovitch@quinnpower.com

ACCEPTED BY:

Company: _____

Signature: _____

Date: _____

EXHIBIT B

Quinn Quotation AWA13952 (Community Senior Center)

QUINN POWER SYSTEMS CAT

QUOTATION

AWA13952

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

DATE: 02-08-22

Quotation Expires: 03-7-22

To: City Of Santa Paula
970 East Ventura Street
Ventura, CA 93060
Attention: Jose Arreola
805-933-4268
Terms: Subject To Credit Approval

Special pricing under Sourcewell formally (NJPA) program
Sourcewell formally (NJPA) Member I.D. number for City Of Santa Paula 2428
Caterpillar Contact Number 120617-CAT
Caterpillar trailer mounted generator set model D80-8

Includes Asco Transfer switche 300 series

Includes Rypos Active Regeneration Diesel Particulate Filter with Oxidation Catalyst

(1) New Caterpillar Model **D80-8** Diesel Standby Generator Set
EPA Certified Tier 3 / UL2200 Listed & IBC Certified Generator Set
Rated **80 kW** with fan, 60 Hz, **3 phase, 120/240** volts at 1800 RPM.
Generator includes standard equipment and accessories listed in the attached bill of material.

Pricing …… Caterpillar List: $57,181.00 Plus Tax
…….. Non Caterpillar Items: $68,086.14 Plus Tax
……..……. Total: $125,267.14 Plus Tax

Sourcewell Formally (N.J.P.A.) Special Pricing ……...…….. Total: $109,119.20 Plus Tax

NOTE: Delivery is estimated at 26 - 30 weeks upon receipt of written order, acceptance, approval, and/or release of equipment. (**Please call for current lead times)**

Bill of Material Generator Set

Engine:	Heavy duty Caterpillar industrial diesel engine
	Model C4.4, 4 cylinder, in-line,4.4 liter engine
Governor:	Electronic
Electrical:	12 vdc, energized to run shutdown solenoid
	Lead acid battery
	Battery rack and cable
Cooling:	Radiator and cooling fan, 125 deg F
	Anti-freeze and corrosion inhibitor
Filtration:	Dry air filters w/restriction indicator
	Fuel filters
	Full flow oil filters
Exhaust:	Residential silencer, shipped loose on open units
	Installed inside enclosure on enclosed units
Alternator:	Drip proof self excited, brushless, 12 lead reconnectable
	Class H insulation
	Automatic, fully sealed, voltage regulator
	+/- 1.5% regulation
Baseframe :	Fabricated steel base
	Lifting holes and anchor holes
	Circuit breaker stub up area
Coupling:	Single bearing generator with flexible drive plate
Mounts:	Anti-vibration mounting pads between engine and base frame
Guards:	Fan, fan drive, alternator pulley and belt guards
	Radiator stone guard
	Exhaust manifold heat guard
Fuel Sys:	Fuel supply and return lines terminated at base frame, NPT threads
Controls:	Automatic start/stop control panel
	AC voltmeter, Ammeter, Frequency , tachometer
	Hour meter
	Coolant temperature gauge
	Oil pressure gauge
	Battery voltmeter
	Off/On/Auto switch
	Emergency stop button
	Phase selector switch
	Cycle crank timer
	Common fault alarm contacts

Shutdown:	Fail to start High coolant temperature Low oil pressure Overspeed
Wiring:	AC and Dc wiring looms w/ multi pin connectors
Circuit Brkr:	UL listed molded case circuit breaker mounted in NEMA 1 enclosure
Manuals:	(1) set Operation and Maintenance, wiring diagrams, trouble shooting leaflets
Tests:	Factory load test, control and device checks
Finish:	Sheetmetal is degreased, phosphated and chromated with a polyester powder finish. Engine and alternator are cleaned and finished with a baked industrial high gloss polyurethane paint

Additional Optional Generator Set Equipment Included In Sale Quotation:

Enclosure
Weather & sound attenuated enclosure (includes internal silencer system)
Level 2 sound

Circuit Breaker
250 Amp

Miscellaneous Accessories
NFPA 110 Upgrade

Control System (Upgrade control panel EMCP 4.2B with options)
Panel mounted alarm
Volt free contacts generator run

Mounting Accessories
Seismic vibration isolators

Fuel System
UL listed sub base fuel tank base **(48 hour capacity)** **(100% Load)**
with fuel alarm (low level / leak detected)

Cooling System
Coolant heater
Low coolant level shutdown
Low coolant temperature alarm

Battery Charger
Battery Charger, 10 amp, UL listed

Rypos (Active Regeneration Diesel Particulate Filter)
Installed on Caterpillar generator
Generator set model C4.4
Active filter with integrated Diesel Oxidation Catalyst
304 Stainless Steel
Critical grade attenuation
Power required of generator set **(4 Kw max , 2 Kw average load)**
Includes additional breaker on generator set to feed Active filter

Please Note: Non Active Diesel Particular filter are less money (Higher maintenance)
Please call for pricing
Diesel Particular filter may not be required (Subject to Ventura County A.P.C.D. approval)

Asco (Automatic Open transition transfer switch)
Model: **300** Series
300 Series, Automatic Open Transition Transfer Switch
400 Amp
Service voltage / Hz: 240 Volt / 60 Hz
No. of switched poles: **3**
Enclosure: Nema **1**
Neutral configuration: **Solid**
No. of Cables & Lug size: **1, #4 AWG to 600 MCM or (2) 1/0 AWG to 250 MCM**
Service: Three phase, 4 – wire
Includes the following options: 11BE, 125A (Activate 31Z)

Documentation

Operation and maintenance manual
Factory test reports
Standard Test – Package Generator Set 0.8 PF
Shop prep (Not Included)
Standard Warranty
Delivery to jobsite
Offloaded (By Others) (Not included in sale quotation)
First CVA service (Included in sale quotation)
Fire Marshal testing not included in sale quotation if required

PLEASE NOTE: No detailed written specification's provided for quotation

Optional Items Included In Sale Quotation:

UL Listing Certification on generator set
IBC Seismic Certification on generator set

Space heater (Generator)
Alternator (Generator) LC3114D
Permanent magnet excitation (Generator)

Overfill prevention & spill bucket (Fuel Base Tank)
Vent extension Normal vent (Fuel Base Tank)
Vent extensions Emergency vents (Fuel Base Tank)

IBC Wind certification on (Enclosure)
Viewing window (Enclosure)

Discrete I/O Module (Control Panel) Shipped loose / Installed by others
Ground Fault Relay (Control Panel)
Oil Temperature gauge (Control Panel)
Overload Alarm Switch (Control Panel)
Remote Annunciator (Control Panel) Shipped loose / Installed by others

Auxiliary contact (Circuit Breaker)

High Efficiency Coolant Heater (Block Heater)

Factory test report (Alternator Test Report)
Factory test report (PGS @ 0.8 PF Test Report)

Generator Start-up (Field test) (Quinn Power Systems)
Includes 2 hour load bank testing

VERY IMPORTANT NOTE: As a supplier of equipment, Quinn Power Systems (QPS) disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, building or construction codes or use permits pertaining to buyers or buyers' client's, particular application of such equipment or any similar type of permit.

Special attention should be given to the requirements of the local Air Quality Management District (AQMD) rules, regulations and permit process. As an equipment supplier, QPS is proposing equipment to specifications as indicated herein. If additional equipment or engine modifications are required beyond the specifications as required by AQMD and Best Available Control Technology (BACT) guidelines, those items are not included. For example, South Coast AQMD Rule 1470 requires controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school. Unless specifically indicated in this proposal, compliance to this rule is the responsibility of others.

Ultra low sulfur fuel is required for particulate filters plus will be the required fuel starting in 2006.

When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as certified equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit.

Only those items listed are included. Not included is any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself.

If delivery is delayed by customer (Buyer) beyond original shipment date, purchase price is due 30 days after original shipment date and a hold charge of 1% per month (12% per annum) of the purchase price is due each month until delivery. Service charge of 1.5% per month (18% per annum) is applicable on any delinquent balance.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to additional charges.

Terms and conditions of Caterpillar warranty apply. The Manufacturers' warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. QPSA is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery, additional costs should be anticipated. Additional costs might include, but not be limited to long term storage preparation, inspection charges, parts, service etc.

Terms of payment are net 30 days, no retentions; subject to credit approval. Per Company procedure, QPSA will file a California “Preliminary 20-day notice” applicable per Section 3097 of the California Civil Code.

Important conditions for export transactions. This transaction if for the sale of equipment only, as requested and as detailed in this proposal. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is the responsibility of proper application and installation, installation audits, sea trials (if applicable), installation materials and the installation itself. To ensure proper application, installation, and warranty integrity, you are encouraged to contact the receiving Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will QPSA be responsible for any such related costs.

TERMS AND CONDITIONS

Acceptance of Order.
This Quotation if for Buyer's information only and is not a valid offer to sell unless signed by an officer of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer which are inconsistent with the prices, terms and conditions of this Quotation will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

Liability.
Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, resale or use of any products covered by or furnished under any order shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special or consequential damages.

Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer.

Fulfillment of any order accepted by Seller is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller.

Shipments.
Unless otherwise specified, shipment dates are approximate. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment.
If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller may require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

Termination.
In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer.

Taxes.
Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Patents.
Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing and gives the necessary authorization, information and assistance for the defense of such a claim.

Changes.
Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any

obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

Export Sales.
In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required.

The quotation provided herein is for information only, and is not a valid offer to sell unless signed by a Sales Representative of Quinn Power Systems and an officer of your Company in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days, expires after that duration.

Signature: _____
Sales Representative: Allen Abramovitch
Cell: 805-431-3180
Office: 805-485-2171
Submitted By: Allen Abramovitch

ACCEPTED BY:

Company: _____

Signature: _____

Date: _____

EXHIBIT C

Quinn Quotation AWA13951 (Police Department)

QUINN POWER SYSTEMS CAT

QUOTATION

AWA13951

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

DATE: 02-08-22

Quotation Expires: 03-7-22

To: City Of Santa Paula
970 East Ventura Street
Ventura, CA 93060
Attention: Jose Arreola
805-933-4268
Terms: Subject To Credit Approval

Special pricing under Sourcewell formally (NJPA) program
Sourcewell formally (NJPA) Member I.D. number for City Of Santa Paula 2428
Caterpillar Contact Number 120617-CAT
Caterpillar trailer mounted generator set model D100-8

Includes Asco Transfer switches 300 series

Includes Rypos Active Regeneration Diesel Particulate Filter with Oxidation Catalyst

(1) New Caterpillar Model **D100-8** Diesel Standby Generator Set
EPA Certified Tier 3 / UL2200 Listed & IBC Certified Generator Set
Rated **100 kW** with fan, 60 Hz, **3 phase, 120/240** volts at 1800 RPM.
Generator includes standard equipment and accessories listed in the attached bill of material.

Pricing …… Caterpillar List: $59,858.00 Plus Tax
…….. Non Caterpillar Items: $73,602.35 Plus Tax
……..……. Total: $133,460.35 Plus Tax

Sourcewell Formally (N.J.P.A.) Special Pricing ……...…….. Total: $116,556.46 Plus Tax

NOTE: Delivery is estimated at 26 - 30 weeks upon receipt of written order, acceptance, approval, and/or release of equipment. (**Please call for current lead times)**

Bill of Material Generator Set

Engine:	Heavy duty Caterpillar industrial diesel engine
	Model C4.4, 4 cylinder, in-line,4.4 liter engine
Governor:	Electronic
Electrical:	12 vdc, energized to run shutdown solenoid
	Lead acid battery
	Battery rack and cable
Cooling:	Radiator and cooling fan, 125 deg F
	Anti-freeze and corrosion inhibitor
Filtration:	Dry air filters w/restriction indicator
	Fuel filters
	Full flow oil filters
Exhaust:	Residential silencer, shipped loose on open units
	Installed inside enclosure on enclosed units
Alternator:	Drip proof self excited, brushless, 12 lead reconnectable
	Class H insulation
	Automatic, fully sealed, voltage regulator
	+/- 1.5% regulation
Baseframe :	Fabricated steel base
	Lifting holes and anchor holes
	Circuit breaker stub up area
Coupling:	Single bearing generator with flexible drive plate
Mounts:	Anti-vibration mounting pads between engine and base frame
Guards:	Fan, fan drive, alternator pulley and belt guards
	Radiator stone guard
	Exhaust manifold heat guard
Fuel Sys:	Fuel supply and return lines terminated at base frame, NPT threads
Controls:	Automatic start/stop control panel
	AC voltmeter, Ammeter, Frequency , tachometer
	Hour meter
	Coolant temperature gauge
	Oil pressure gauge
	Battery voltmeter
	Off/On/Auto switch
	Emergency stop button
	Phase selector switch
	Cycle crank timer
	Common fault alarm contacts

Shutdown:	Fail to start High coolant temperature Low oil pressure Overspeed
Wiring:	AC and Dc wiring looms w/ multi pin connectors
Circuit Brkr:	UL listed molded case circuit breaker mounted in NEMA 1 enclosure
Manuals:	(1) set Operation and Maintenance, wiring diagrams, trouble shooting leaflets
Tests:	Factory load test, control and device checks
Finish:	Sheetmetal is degreased, phosphated and chromated with a polyester powder finish. Engine and alternator are cleaned and finished with a baked industrial high gloss polyurethane paint

Additional Optional Generator Set Equipment Included In Sale Quotation:

Enclosure
Weather & sound attenuated enclosure (includes internal silencer system)
Level 2 sound

Circuit Breaker
400 Amp

Miscellaneous Accessories
NFPA 110 Upgrade

Control System (Upgrade control panel EMCP 4.2B with options)
Panel mounted alarm
Volt free contacts generator run

Mounting Accessories
Seismic vibration isolators

Fuel System
UL listed sub base fuel tank base **(48 hour capacity)** **(100% Load)**
with fuel alarm (low level / leak detected)

Cooling System
Coolant heater
Low coolant level shutdown
Low coolant temperature alarm

Battery Charger
Battery Charger, 10 amp, UL listed

Rypos (Active Regeneration Diesel Particulate Filter)
Installed on Caterpillar generator
Generator set model C4.4
Active filter with integrated Diesel Oxidation Catalyst
304 Stainless Steel
Critical grade attenuation
Power required of generator set **(4 Kw max , 2 Kw average load)**
Includes additional breaker on generator set to feed Active filter

Please Note: Non Active Diesel Particular filter are less money (Higher maintenance)
Please call for pricing
Diesel Particular filter may not be required (Subject to Ventura County A.P.C.D. approval)

Asco (Automatic Open transition transfer switch)
Model: **300** Series
300 Series, Automatic Open Transition Transfer Switch
200 Amp
Service voltage / Hz: 240 Volt / 60 Hz
No. of switched poles: **2**
Enclosure: Nema **1**
Neutral configuration: **Solid**
No. of Cables & Lug size: **1, #14 to 4/0 AWG**
Service: Single phase, 3 – wire
Includes the following options: 11BE, 125A (Activate 31Z)

Asco (Automatic Open transition transfer switch)

Model: **300** Series
300 Series, Automatic Open Transition Transfer Switch
200 Amp
Service voltage / Hz: 240 Volt / 60 Hz
No. of switched poles: **3**
Enclosure: Nema **3R**
Neutral configuration: **Solid**
No. of Cables & Lug size: **1, #14 to 4/0 AWG**
Service: Three phase, 4 – wire
Includes the following options: 11BE, 125A (Activate 31Z)

Documentation

Operation and maintenance manual
Factory test reports
Standard Test – Package Generator Set 0.8 PF
Shop prep (Not Included)
Standard Warranty
Delivery to jobsite
Offloaded (By Others) (Not included in sale quotation)
First CVA service (Included in sale quotation)
Fire Marshal testing not included in sale quotation if required

PLEASE NOTE: No detailed written specification's provided for quotation

Optional Items Included In Sale Quotation:

UL Listing Certification on generator set
IBC Seismic Certification on generator set

Space heater (Generator)
Oversize alternator (Generator) LC3114F
Permanent magnet excitation (Generator)

Overfill prevention & spill bucket (Fuel Base Tank)
Vent extension Normal vent (Fuel Base Tank)
Vent extensions Emergency vents (Fuel Base Tank)

IBC Wind certification on (Enclosure)
Viewing window (Enclosure)

Discrete I/O Module (Control Panel) Shipped loose / Installed by others
Ground Fault Relay (Control Panel)
Oil Temperature gauge (Control Panel)
Overload Alarm Switch (Control Panel)
Remote Annunciator (Control Panel) Shipped loose / Installed by others

Auxiliary contact (Circuit Breaker)

High Efficiency Coolant Heater (Block Heater)

Factory test report (Alternator Test Report)
Factory test report (PGS @ 0.8 PF Test Report)

Generator Start-up (Field test) (Quinn Power Systems)
Includes 2 hour load bank testing

VERY IMPORTANT NOTE: As a supplier of equipment, Quinn Power Systems (QPS) disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, building or construction codes or use permits pertaining to buyers or buyers' client's, particular application of such equipment or any similar type of permit.

Special attention should be given to the requirements of the local Air Quality Management District (AQMD) rules, regulations and permit process. As an equipment supplier, QPS is proposing equipment to specifications as indicated herein. If additional equipment or engine modifications are required beyond the specifications as required by AQMD and Best Available Control Technology (BACT) guidelines, those items are not included. For example, South Coast AQMD Rule 1470 requires controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school. Unless specifically indicated in this proposal, compliance to this rule is the responsibility of others.

Ultra low sulfur fuel is required for particulate filters plus will be the required fuel starting in 2006.

When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as certified equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit.

Only those items listed are included. Not included is any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself.

If delivery is delayed by customer (Buyer) beyond original shipment date, purchase price is due 30 days after original shipment date and a hold charge of 1% per month (12% per annum) of the purchase price is due each month until delivery. Service charge of 1.5% per month (18% per annum) is applicable on any delinquent balance.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to additional charges.

Terms and conditions of Caterpillar warranty apply. The Manufacturers' warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. QPSA is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery, additional costs should be anticipated. Additional costs might include, but not be limited to long term storage preparation, inspection charges, parts, service etc.

Terms of payment are net 30 days, no retentions; subject to credit approval. Per Company procedure, QPSA will file a California “Preliminary 20-day notice” applicable per Section 3097 of the California Civil Code.

Important conditions for export transactions. This transaction if for the sale of equipment only, as requested and as detailed in this proposal. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is the responsibility of proper application and installation, installation audits, sea trials (if applicable), installation materials and the installation itself. To ensure proper application, installation, and warranty integrity, you are encouraged to contact the receiving Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will QPSA be responsible for any such related costs.

TERMS AND CONDITIONS

Acceptance of Order.
This Quotation if for Buyer's information only and is not a valid offer to sell unless signed by an officer of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer which are inconsistent with the prices, terms and conditions of this Quotation will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

Liability.
Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, resale or use of any products covered by or furnished under any order shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special or consequential damages.

Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer.

Fulfillment of any order accepted by Seller is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller.

Shipments.
Unless otherwise specified, shipment dates are approximate. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment.
If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller may require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

Termination.
In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer.

Taxes.
Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Patents.
Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing and gives the necessary authorization, information and assistance for the defense of such a claim.

Changes.
Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any

obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

Export Sales.
In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required.

The quotation provided herein is for information only, and is not a valid offer to sell unless signed by a Sales Representative of Quinn Power Systems and an officer of your Company in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days, expires after that duration.

Signature: _____
Sales Representative: Allen Abramovitch
Cell: 805-431-3180
Office: 805-485-2171
Submitted By: Allen Abramovitch

ACCEPTED BY:

Company: _____

Signature: _____

Date: _____

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete J Saunier, Public Works

Subject: SB 1383 GRANT APPLICATION

Date: February 16, 2022

Agenda Item: 9.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution 7389 authorizing the City Manager to submit applications and support documents on behalf of the City of Santa Paula for all eligible CalRecycle grants and payment programs.

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

The City of Santa Paula has historically received State of California Department of Resources Recycling and Recovery (CalRecycle) funding through their grant and payment programs. The State of California has directed CalRecycle to fund local agencies, including the City of Santa Paula, to assist them with implementing and meeting SB 1383 organic waste reduction requirements.

ANALYSIS:

In accordance with the requirement of the CalRecycle SB 1383 Local Assistance Grant Program, the City may apply for a maximum grant amount of $41,275 as established by CalRecycle.

In order to facilitate this and future grant applications to CalRecycle, the City Council is required to adopt an authorizing resolution for the City Manager or Designee to submit an application and supporting documents to CalRecycle. The adoption of Resolution 7389 meets this requirement. This authorization shall be effective until rescinded by the City Council or its designee, the City Manager.

STRATEGIC PLAN:

The approval of this agenda item does not directly address the strategic goals within the City's adopted Strategic Plan.

FISCAL IMPACTS:

Upon approval of Resolution 7389, Staff will submit the City's application to CalRecycle. Upon receiving funding approval from CalRecycle, staff will return to Council with a budget allocation request for revenues and expenditures in the amount of the grant award up to a maximum amount of $41,275.

OPTIONS:

The Council has the following available alternative option to Staff's Recommendations:

1. Do not adopt Resolution 7389 authorizing the City Manager to submit application(s) and support documents for CalRecycle grants and payment programs for which the City of Santa Paula is eligible. This action would disqualify the City of Santa Paula from receiving SB 1383 Local Assistance Grant funding.

ATTACHMENTS:

Exhibit A Resolution 7389.pdf

EXHIBIT A

RESOLUTION 7389

RESOLUTION NO. 7389

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATION TO DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

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

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

A. Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions;

B. In furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and

C. CalRecycle' s procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program.

SECTION 2: The City Council of the City of Santa Paula hereby authorizes the City Manager of the City of Santa Paula, on behalf of the City of Santa Paula, to submit an application to CalRecycle for any and all grant and payment programs offered.

SECTION 3: The City Manager or designee is hereby authorized to have signature authority to execute all documents necessary to implement and secure payments.

SECTION 4: These authorizations is effective until rescinded by the Signature Authority or this City Council.

PASSED, APPROVED and ADOPTED by the City Council of the city of Santa Paula this 16th day of February, 2022.

_____
Jenny Crosswhite, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO CONTENT:

_____
John C. Cotti, 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: James Mason, Planning

Subject: NOTICE OF COMPLETION: ROSEWOOD DEVELOPMENT BY WILLIAMS HOMES, INC.

Date: February 16, 2022

Agenda Item: 9.F

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the work completed by Williams Homes Inc. and accept completion of the warranty period;
2. Authorize staff to file the Notice of Completion with the County Recorder;
3. Authorize the release of the following Bonds:
    - PB03010405627, Offsite Improvement (Caltrans) Tract 5928 Rosewood;
    - PB03010405628, Offsite Improvement (Caltrans) Tract 5928 Rosewood;
    - PB03010405629, Grading Improvements Tract 5928 Rosewood

Presented by: James Mason, Community & Economic Development Director

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BACKGROUND:

Williams Homes Inc. developed a subdivision of 36-single family homes at 1226 Ojai Road. The project development was completed in October 2020 and the remaining public improvements were inspected by the City's consulting engineers in October 2020. As a follow up to initiate the Notice of Completion, further inspections were conducted based on concerns regarding the compliance of handicap ramps and storm drain inlets. The City's consulting engineer and the City's Building Official inspected the development in April 2021 and a punch-list of facility improvements that required correction was presented to Williams Homes, Inc.

ANALYSIS:

On October 8, 2021 Williams Homes, Inc. and their contractors completed corrections to the improvements required as a result of inspections conducted by City staff. On October 12, 2021, the public facilities at the Rosewood development were inspected by the City's consulting engineer (m6 Consulting) and construction was deemed to have been completed in substantial conformance with the approved construction plans and specifications. The inspections and corrections that were conducted between November 2020 and November 2021 substantially fulfill the requirements of a warranty period and as a result a Notice of Completion can be filed and the following outstanding bonds can be released for the

Rosewood Project, Tract 5928: PB03010405627, Offsite Improvement (Caltrans); PB03010405628, Offsite Improvement (Caltrans) and PB03010405629, Grading Improvements.

STRATEGIC PLAN:

None

FISCAL IMPACTS:

None

OPTIONS:

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

1. Do not authorize staff to Accept the work completed by Williams Homes Inc. which delay project completion, the release outstanding developer bonds and incur additional administrative and project management costs to Williams Homes, Inc.

ATTACHMENTS:

EXHIBIT A - Notice of Completion Form.pdf

EXHIBIT D

NOTICE OF COMPLETION FORM

COMPLETING AND FILING A NOTICE OF COMPLETION

To be properly filed, a Notice of Completion (NOC) form must be completed fully and correctly.

Key Points:

1. Must be recorded in the office of the county recorder of the county in which the property is located within **(15)** calendar days of the actual date of completion of the project. The date of completion is when the Final Inspection sign off OR the Final Certificate of Occupancy is issued
2. Must provide a copy of the recorded NOC to all potential lien claimants.
3. Must list the correct names of the owners of the property. This is the name in which title is held.
4. Must show correct property address.
5. Must be completely filled out.
6. Contain a legal description of the property. This will be supplied when document is recorded and will be noted as Exhibit A.

Important Notes:

- If the Notice of completion is filled out incorrectly and/or NOT filed within 15 calendar days from the date the work is indicated as being complete the NOC may be considered null and void by the Title Company.

- Since it can take an extended period of time to receive the original recorded document from the County Recorder's office, always take an original and a photocopy of the document and request that the Recorder stamp the copy and give it back to you. This is called "conforming" the copy.

- Sometimes the Escrow officer or General Contractor will be willing to handle the recording of this document for you. It is up to you to communicate with them and ensure the document is filled out correctly and recorded within the 15 calendar days.

Recording Requested By:

When Recorded Mail To:

Name: Williams Homes, Inc

Street Address: 21080 Centre Pointe Pkwy,

City & State: Santa Clarita, CA 91350

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF COMPLETION

(CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is:
   Public Improvements (e.g. fee, leasehold, joint tenancy, etc.)

2. The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are:

Name	Street and No.	City	State
City of Santa Paula	970 Ventura Street	Santa Paula	CA

3. The name and address of the direct contractor for the work of improvement as a whole is:
   Williams Hones, Inc.

4. This notice is given for (check one):
   ☑ Completion of the work of improvement as a whole.
   ☐ Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186).

5. If this notice is given only of completion of a contract for a particular portion of the work of improvement (as provided in CA Civ. Code § 8186), the name and address of the direct contractor under that contract is:
   N/A

6. The name and address of the construction lender, if any, is:
   N/A

7. On the 8th day of November, 2021, there was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:
   Public Infrastructure improvements

8. The real property herein referred to is situated in the City of Santa Paula, County of Ventura State of California, and is described as follows:
   Rosewood developmen: 36-unit single family home subdivision

9. The street address of said property is:
   1226 Ojai Rdd, Santa Paula, CA. 93060

10. If this Notice of Completion is signed by the owner's successor in interest, the name and address of the successor's transferor is:
    N/A

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ By: _____

Signature of Owner of Owner's Authorized Agent

Bob Woodward, Interim City Engineer

Print Name

© Porter Law Group, Inc. 2013

VERIFICATION

I, Bob Woodward, state: I am the Authorized Agent ("Owner", "President", "Authorized Agent", "Partner", etc.) of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 2020 (date), at _____ (City), CA (State).

_____
Signature of Owner or Owner's Authorized Agent

PROOF OF SERVICE DECLARATION

I, _____, declare that I served copies of the above **NOTICE OF COMPLETION**, (check appropriate box):

a. ☐ By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on_____, _____ (date), at _____, _____.m. (time)

b. ☑ By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on _____, _____ (date).

c. ☐ By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____ (date), at _____ (City), _____ (State).

_____
(Signature of Person Making Service)

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

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

Witness my hand and official seal.

_____
Signature

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance

Subject: 2022 SPECIAL TAX BONDS FOR HARVEST CFD NO. 1 IMPROVEMENT AREA A

Date: February 16, 2022

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

Adopt Resolution No. 7383, Resolution authorizing the issuance of Special Tax Bonds for and on behalf of Improvement Area A of the City of Santa Paula Harvest Community Facilities District No. 1, approving and directing the execution of a Supplemental Fiscal Agent Agreement and Bond Purchase Agreement, approving the form of Preliminary Official Statement, approving sale of such Bonds, and approving other related documents and actions.

Presented by: Christy Ramirez, Finance Director

BACKGROUND:

The City of Santa Paula (the "City") formed the City of Santa Paula Harvest Community Facilities District No. 1 ("CFD No. 1") and Improvement Areas A, B, and C therein, in November 2016. The rate and method of apportionment of special tax and the bonded indebtedness limit for each Improvement Area were amended in February 2019 pursuant to change proceedings. Following this amendment, the bonded indebtedness limit for Improvement Area A is $40,000,000, for Improvement Area B is $41,000,000 and for Improvement Area C is $32,000,000.

In June 2020, the City issued $19,380,000 Special Tax Bonds related to Improvement Area A. These Bonds currently have $19,315,000 in principal outstanding and will remain outstanding until September 2050. The 2020 Bonds will be parity obligations to the proposed 2022 Special Tax Bonds ("Bonds").

Property in Improvement Area A comprises approximately 201 acres within the Harvest at Limoneira development project (the "Limoneira Development"). The Limoneira Lewis Home Builders (the "Developer") is the master developer for the Limoneira Development. The Developer is not a homebuilder and has sold a portion of the property in Improvement Area A to three merchant builders, including Lennar Homes of California, Inc. (Lennar Homes), Richmond American Homes ("Richmond Homes"), and K. Hovnanian Communities, Inc. ("K

Hovnanian") (collectively, the "Merchant Builders").
The residential development is entitled for 707 single family residential lots ranging from pack cluster lots to traditional 4,500 square foot lots. One hundred and sixty (160) of the lots within Improvement Area A have completed homes which have been sold to individual owners and are on the tax rolls. Accordingly, there are a 547 lots and homes remaining to be built out. Of those 547 remaining lots, 162 have a completed home which as been sold to an individual owner, 123 have a completed home held by homebuilders (102 of which are in escrow as of early December 2021), 141 lots are held by the Merchant Builders and have active projects underway, and 121 lots are held by the Developer.

Prior Actions

On October 17, 2016, the City Council adopted Resolution No. 7009, a Resolution of Intention to establish a Community Facilities District, to authorize the levy of special taxes, and to incur bonded indebtedness for the purpose of financing certain public improvements.

On November 21, 2016, the City Council adopted Resolution No. 7013, a Resolution of Formation to establish a Community Facilities District and designated Improvement Areas A, B, and C. The Resolution of Formation set forth the rate and method of apportionment of the special tax for each Improvement Area and set forth the necessity to incur bonded indebtedness for each Improvement Area. On the same day, an election was held within each Improvement Area in which the sole qualified elector, the Developer, approved the proposed bonded indebtedness and the levy of the special tax within each Improvement Area.

On February 20, 2019, the City Council adopted a resolution certifying election results and approving changes to the rate and method of apportionment, limit for bonded indebtedness, and appropriations limit for Improvement Area A, B, and C of Harvest Community Facilities District No. 1. On the same day, the special election was held and eligible voters voted in favor of the proposed changes.

On May 6, 2020, the City council adopted Resolution No. 7274 authorizing the issuance of the 2020 Special Tax Bonds in Improvement Area A, which were issued in the amount of $19,380,000.

ANALYSIS:

The proposed Improvement Area A Bonds are expected to be issued in a par amount of approximately $16,000,000 with a final maturity of 2052 (30-year amortization). Proceeds from the Bonds will be primarily used to finance public facilities authorized to be paid by Improvement Area A. Final interest rates will be determined when the Bonds are priced and sold (anticipated in early March).

Summary of Financing Statistics (1)

Par Amount of 2022 Bonds	$16,000,000
True Interest Cost on the 2022 Bonds	3.60%
Average Annual Special Tax for Homeowners (2)	~$3,100

1) Preliminary, subject to change; based on current market conditions

2) Reflects an average based on total debt service paid on 2020 Bonds and 2022 Bonds, actual debt service escalates annually, so early years' annual special tax will be lower than the average while later years' will be higher. This average does not represent actual levies. The special tax for residential units is levied pursuant to the Rate and Method of Apportionment for the CFD, which provides for higher special taxes on units with larger building square footage.

In connection with the issuance of the Bonds, the City hired Integra Realty Resources Inc. to prepare an independent appraisal report. Based on the Report, the value of the property within Improvement Area A was not less than the amount of $309,151,630 as of December 3, 2021. Based on the above estimated par amount of the Bonds and other overlapping debt, the resulting aggregate value-to-lien ratio of the taxable property in Improvement Area A is estimated at 8.75 to 1. This is an average only, and value-to-lien ratios for individual parcels may vary considerably from the average.

Documents to be Approved

There are several documents that staff is asking the City Council to approve, including the Supplemental Fiscal Agent Agreement, the Preliminary Official Statement, the Bond Purchase Agreement, and the Continuing Disclosure Certificate (included as an appendix to the Preliminary Official Statement). Since some of the information that goes in these documents (e.g. final bond pricing information) will not be available until after the Bonds have sold, staff is asking Council to approve the forms of these documents along with not-to-exceed parameters. The not-to-exceed amounts outlined in the attached Resolution relate to the par amount of the Bonds (not-to-exceed amount of $18,000,000), underwriter discount (not-to-exceed amount of 0.8%) and to the true interest cost ("TIC") on the 2022 Bonds (not-to-exceed amount of 4.5%).

Supplemental Fiscal Agent Agreement

The Supplemental Fiscal Agent Agreement is prepared by the City's Bond Counsel (Jones Hall) and formalizes the relationship between the City and BNY Mellon Trust Company, the Fiscal Agent for the 2020 Bonds and 2022 Bonds. This Supplemental Agreement amends parts of the Original Fiscal Agent Agreement to reflect the terms of the proposed 2022 Bonds.

Preliminary Official Statement and Continuing Disclosure Agreement

The Preliminary Official Statement ("POS") is prepared by the City's Disclosure Counsel (Jones Hall) and provides material information to potential investors during the marketing process for the Bonds. It describes the credit condition of Improvement Area A, summarizes the legal provisions governing the Bonds, lists various risks of investing in the Bonds and related matters.

The Continuing Disclosure Agreement is also prepared by the City's Disclosure Counsel and outlines the ongoing annual reporting that the City covenants to provide to bond owners. The Securities and Exchange Commission ("SEC") has increasingly reviewed issuer compliance with this agreement to ensure that issuers are providing the annual reporting promised at the time of bond sale. As a result, the items in the City's Continuing Disclosure Agreement are selected to maximize the marketability to Bond investors without creating undue ongoing burden for the City.

Bond Purchase Agreement

This document is the proposed contract between the City and the underwriter of the Bonds (Stifel). It sets forth the conditions under which the underwriting team will commit to purchase the Bonds from the City for resale to final bond owners. The document will be executed at the time of the actual bond sale, when it will be completed based on the market conditions and the underwriter's offer to purchase the Bonds.

Timeline

- February 16, 2022 – City Council approval of the financing
- Early March 2022 – Price the Bonds (Set interest rates and execute Bond Purchase Agreement)
- Mid-March 2022 – Close the financing (Funds become available)

Good Faith Estimates

Pursuant to Government Code Section 5852.1, the following good faith estimates (obtained from the Underwriter and the Municipal Advisor) must be disclosed at a public meeting before the authorization of the Bonds, based on an estimated par amount being sold of $15,920,000.

Information to be disclosed per Government Code Section 5852.1:	***Estimates as of February 4, 2022****
True interest cost of the Bonds (the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of Bonds)	3.59%
Finance charge of the Bonds (the sum of fees and charges paid to third parties)	$355,420
Amount of proceeds received from the sale of the Bonds, less the finance charge of the bonds and any reserves or capitalized interest paid or funded with proceeds of the Bonds	$15,204,671
The total payment amount (the sum total of all debt service payments on the Bonds, plus the finance charge of the Bonds not paid from bond proceeds)	$30,963,636

* *These are good faith estimates only. Final results will likely differ based on market conditions as of the actual sale date and other factors.*

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACTS:

There is no cost to the City. The Bonds will be secured by special taxes levied on property within Improvement Area A. The City will annually recoup its administrative costs from the special tax levy.

OPTIONS:

1. The Council may choose to delay or deny approving issuance of the Bonds. A delay in the process would postpone reimbursement of costs to the master developer and potentially risk the success of the development due to fiscal constraints on the master developer.
2. The Council may provide staff with additional direction.

ATTACHMENTS:

Preliminary Official Statement.pdf
Resolution 7383 CFD Issuance 2022.docx
Supplemental Fiscal Agent Agreemt.pdf
Bond Purchase Agreement City of Santa Paula CFD No. 1 IA No. 1 Series 2022 4886-7192-0392 v.4.pdf

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022

NEW ISSUE – FULL BOOK-ENTRY **NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2022 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

$15,920,000*
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

Dated: Date of Delivery **Due: September 1, as shown below**

The bonds captioned above (the "2022 Bonds"), are being issued by the City of Santa Paula (the "City") for its Harvest Community Facilities District No. 1 (the "District"). The 2022 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of June 1, 2020 as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of March 1, 2022 (together, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). The 2022 Bonds are being issued to (i) construct and acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve fund, (iii) provide capitalized interest for a portion of the debt service due on the 2022 Bonds through September 1, 2022, and (iv) pay costs of issuance of the 2022 Bonds. Interest on the 2022 Bonds is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2022. The City previously issued special tax bonds in June 2020 (the "2020 Bonds" and together with the 2022 Bonds, the "Bonds") secured by speical taxes on property within the District's Improvement Area A ("Improvement Area A"). See "THE BONDS – Authority for Issuance."

The 2022 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2022 Bonds are secured on parity with the 2020 Bonds by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on taxable real property within the boundaries of Improvement Area A, from certain proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area A. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide a limited amount for payment of the 2022 Bonds and the interest thereon as a result of delinquent Special Taxes, the City will use a portion of the 2022 Bond proceeds to increase the amount in the debt service reserve fund established in connection with the issuance of the 2020 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Land in Improvement Area A comprises approximately 201 gross acres currently entitled for 707 residential units that is part of the larger Harvest at Limoneira development project, which is planned for approximately 1,500 residential units and complementary land uses. Limoneira Lewis Community Builders, a Delaware limited liability company (the "Developer") is the master developer of the project and as of December 3, 2021, entitled the land in Improvement Area A. The Developer is not a homebuilder. Of the property in Improvement Area A, 586 lots are being developed by merchant builders Lennar Homes of California, LLC (as successor by conversion to Lennar Homes of California, Inc.), KB HOME Greater Los Angeles Inc., K. Hovnanian Communities, Inc. (through initial sale to a land bank, Arroyo Cap I, LLC) and Richmond American Homes of Maryland, Inc.; the remaining residential lots are expected to also be sold for continued merchant builder development as the development progresses. Some homes have been completed and sold and development and sales by merchant builders is ongoing. See "THE HARVEST AT LIMONEIRA DEVELOPMENT" and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A."

The 2022 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS — Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF VENTURA, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2022 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2022 Bonds.

The 2022 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel and Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2022 Bonds will be available for delivery to DTC on or about March ___, 2022.

[Stifel logo]

The date of this Official Statement is _____, 2022.

* Preliminary; subject to change.

MATURITY SCHEDULE

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

(Base CUSIP†: _____)

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† Number

$_____ _____% Term Bond Due September 1, 20___; Yield ____%; Price: ____%
CUSIP†: _____

$_____ _____% Term Bond Due September 1, 20___; Yield ____%; Price: ____%
CUSIP†: _____

C priced to first optional redemption date of September 1, 20___.

† CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by S&P Capital IQ. Copyright© 2022 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Fiscal Agent or the Underwriter take any responsibility for the accuracy of the CUSIP data.

CITY OF SANTA PAULA
(Ventura County, California)

CITY COUNCIL
OF THE CITY OF SANTA PAULA

Jenny Crosswhite, *Mayor*
Andy Sobel, *Vice Mayor*
Rick Araiza, *Council Member*
Leslie Cornejo, *Council Member*
Carlos Juarez, *Council Member*

CITY OFFICIALS

Daniel Singer, *City Manager*
Christy Ramirez, *Finance Director*
John Cotti of Best Best & Krieger LLC, *City Attorney*

MUNICIPAL ADVISOR
NHA Advisors
San Rafael, California

BOND COUNSEL and DISCLOSURE COUNSEL
Jones Hall, A Professional Law Corporation
San Francisco, California

APPRAISER
Integra Realty Resources
Sacramento, California

SPECIAL TAX ADMINISTRATOR
Willdan Financial Services
Temecula, California

FISCAL AGENT
The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the 2022 Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the 2022 Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the City, the District, Improvement Area A of the District, or any other matters described in this Official Statement, or in the condition of the security for the Bonds since the date of this Official Statement.

Use of this Official Statement. This Official Statement is submitted in connection with the sale of the 2022 Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the 2022 Bonds. Prospective investors should not construe the contents of this Official Statement as legal, tax or investment advice.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

Involvement of Underwriter. The Underwriter has submitted the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document References and Summaries. All references to and summaries of the Fiscal Agent Agreement or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

Bonds are Exempt from Securities Laws Registration. The 2022 Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

Forward-Looking Statements. Certain statements included or incorporated by reference in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the forecasts of the City in any way, regardless of the level of optimism communicated in the information. The City is not obligated to issue any updates or revisions to the forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

Website. The references to internet websites in this Official Statement are shown for reference and convenience only; unless explicitly stated to the contrary, the information contained within the websites and any links contained within those websites are not incorporated herein by reference and does not constitute part of this Official Statement.

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OFFICIAL STATEMENT

$15,920,000*
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Santa Paula (the "**City**") of the bonds captioned above (the "**2022 Bonds**").

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2022 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City was incorporated on April 22, 1902, and is the geographic center of Ventura County (the "**County**"), situated in the rich agricultural Santa Clara River Valley. The City is located approximately 65 miles northwest of Los Angeles and 10 miles east of Ventura, and is 14 miles from the coastline of the Pacific Ocean. The area within the City limits comprises approximately 5.4 square miles and had an estimated population of 30,691 as of January 1, 2021. For economic and demographic information regarding the City and the County, see "APPENDIX C – The City of Santa Paula and Ventura County."

The District and Improvement Area A. On October 17, 2016, the City Council of the City (the "**City Council**"), as legislative body of its Harvest Community Facilities District No. 1 (the "**District**"), adopted a Resolution of Intention to form the District and designate improvement areas therein under the Mello-Roos Community Facilities Act of 1982, as amended (the "**Act**"), to levy a special tax and to incur bonded indebtedness for the purpose of financing certain public improvements. After conducting a noticed public hearing, on November 21, 2016, the City Council adopted a Resolution of Formation (the "**Resolution of Formation**"), which established the District and designated Improvement Areas A, B, and C therein (collectively, the "**Improvement Areas**"), set forth the rate and method of apportionment of the special tax for each Improvement Area, and set forth the necessity to incur bonded indebtedness for each Improvement Area. On the same day,

* Preliminary; subject to change.

an election was held within each Improvement Area in which the sole qualified elector, Limoneira Lewis Community Builders, a Delaware limited liability company (the "**Developer**"), approved the proposed bonded indebtedness and the levy of the special tax within each Improvement Area. On February 20, 2019, the rate and method of apportionment of special tax and the bonded indebtedness limit for each Improvement Area were amended pursuant to change proceedings conducted under the Act. Following such amendment, the bonded indebtedness limit for Improvement Area A is $40,000,000, for Improvement Area B is $41,000,000 and for Improvement Area C is $32,000,000. In June 2020 the City issued $19,380,000 principal amount of Special Tax Bonds for Improvement Area A (the "2020 Bonds"); the 2022 Bonds are the second series of bonds issued for Improvement Area A and a third and final series of expected in the future.

Land within the District is part of a master-planned community locally known as "Harvest at Limoneira" (the "**Limoneira Development**"), which is currently planned for approximately 1,500 residential units and complementary land uses. Property in Improvement Area A is the first development area and comprises approximately 201 gross acres entitled for 707 residential units. Improvement Area A also includes 17.72 acres that are owned by Limoneira Company ("**Limoneira Co.**"), which were originally planned for commercial development. However, Limoneira Co. and the Developer are now processing certain land use approvals with the City, including an increase in the total number of residential units permitted within the District from 1,500 to 1,950, which, if approved, would allow residential development of Limoneira Co.'s property.

The Developer is the master developer entity for the Limoneira Development, and is not a homebuilder. As of December 3, 2021, 586 lots of the property in Improvement Area A were being developed by five merchant builders (collectively, the "**Merchant Builders**"): Lennar Homes of California, LLC, a California limited liability company, as successor by conversion to Lennar Homes of California, Inc., a California corporation ("**Lennar Homes**"), KB HOME Greater Los Angeles Inc., a California corporation ("**KB**"), K. Hovnanian Communities, Inc., a California corporation ("**K. Hovnanian**"), and Richmond American Homes of Maryland, Inc., a Maryland corporation ("**Richmond American**").

The KB development (Wildflower at Harvest at Limoneira, 61 units) sold out in October 2020 and one Lennar Homes development (Orchard Heights at Harvest at Limoneira, 55 units) sold out in November 2020. Home construction by the Merchant Builders (other than KB) is underway in various neighborhoods, with some homes completed and sold to individual homeowners: (i) Lennar Homes (Vinelands at Harvest at Limoneira, 64 units), (ii) Lennar Homes (Lavender at Harvest at Limoneira, 68 units), (iii) K. Hovnanian (Sage at Harvest at Limoneira, 64 units, subject in part to exercise of options with Arroyo Cap) (iv) Richmond American (Willow at Harvest at Limoneira, 60 units), and (v) Richmond American (Beechtree at Harvest at Limoneira, 78 units). See "THE HARVEST AT LIMONEIRA DEVELOPMENT" and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A."

As of the December 3, 2021 date of value in the Appraisal (described herein), of the approximately 707 homes currently planned for Improvement Area A, 586 lots had been acquired by the Merchant Builders and 322 homes had been sold and closed escrow to individual home buyers and an additional 37 homes had been completed, and 72 were under construction. Between December 3, 2021 and _____, 2022 an additional _____ homes closed escrow to individual home buyers. An approximately 10.54 acre parcel within Improvement Area A that was formerly proposed to be an elementary school site and is currently Lot C of Final Map No. 5854 ("**Lot C**") has now been entitled for 121 residential units. The Developer is awaiting approval from the Federal Emergency Management Agency ("**FEMA**") to remove a flood plain designation from Lot C. Consequently, the 2022 Bonds have been sized to provide 110% debt service coverage of the 2020

Bonds and 2022 Bonds from the 586 residential units expected to be constructed by the Merchant Builders and assumes no Special Tax Revenue from Lot C. See "THE DISTRICT AND IMPROVEMENT AREA A" and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A" for additional details.

Authority for Issuance of the 2022 Bonds. The 2022 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on [February 16], 2022 (the "**Resolution of Issuance**") and a Fiscal Agent Agreement dated as of June 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of March 1, 2022 (together, the "**Fiscal Agent Agreement**") between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "**Fiscal Agent**").

Bond Terms. The 2022 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the inside cover page of this Official Statement. Interest on the 2022 Bonds is payable on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing September 1, 2022. The 2022 Bonds will be issued without coupons in denominations of $5,000 or any integral multiple thereof.

Registration of Ownership of 2022 Bonds. The 2022 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"). Ultimate purchasers of 2022 Bonds will not receive physical certificates representing their interest in the 2022 Bonds. So long as the 2022 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2022 Bonds. Payments of the principal, premium, if any, and interest on the 2022 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2022 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Use of Proceeds. Proceeds of the 2022 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements (the "**Improvements**," as described herein) being undertaken by the Developer with respect to the Limoneira Development. The Improvements consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within Improvement Area A and the surrounding area, as well as park and open space improvements. See "THE IMPROVEMENTS." A portion of the proceeds of the 2022 Bonds will also be used to increase the amount deposited into a debt service reserve fund established in connection with the issuance of the 2020 Bonds, to provide capitalized interest for a portion of debt service due on the 2022 Bonds through and including September 1, 2022, and to pay costs of issuance.

Security and Source of Payment of the 2022 Bonds. As security for the payment of the 2020 Bonds and 2022 Bonds, a special tax applicable to each taxable parcel in Improvement Area A will be levied and collected according to the tax liability determined by the City Council through the application of the Rate and Method of Apportionment for Improvement Area A (the "**Special Tax Formula**"). The Special Tax Formula is set forth in its entirety in APPENDIX A hereto. See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology" for a description of the Special Tax Formula.

The 2022 Bonds are payable, on parity with the 2020 Bonds, from the "**Special Tax Revenues**," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the Priority Administrative Expense and the administration charge of the County, but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. "**Special Taxes**" means "Special Tax A" levied for facilities in Improvement Area A pursuant to the Special Tax Formula, and not Special Tax B, which is levied for services within Improvement Area A. "**Priority Administrative Expense**" means (i) for fiscal year 2020-21, $35,000, and (ii) for each subsequent fiscal year, an amount equal to the preceding fiscal year's Priority Administrative Expense plus an additional 2% of such amount. The 2022 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a Reserve Fund (described below), all as more fully described herein. See "– Reserve Fund," below.

The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

Parity Reserve Fund. In connection with the issuance of the 2020 Bonds, a Reserve Fund (the "**Reserve Fund**") was established by the Fiscal Agent under the Fiscal Agent Agreement in the amount of the Reserve Requirement (defined herein). A portion of the proceeds of the 2022 Bonds will be used to increase the amount deposited in the Reserve Fund to the Reserve Requirement as calculated with respect to the aggregate 2020 Bonds and 2022 Bonds. If there are additional delinquencies after depletion of funds in the Reserve Fund, the City is not obligated to pay the 2020 Bonds or 2022 Bonds, or supplement the Reserve Fund, except to the extent Special Tax Revenues are available for such purpose. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Parity Reserve Fund."

Additional Parity Bonds. The maximum authorized indebtedness for Improvement Area A is $40,000,000. In December 2020, the City issued $19,380,000 of Special Tax Bonds for Improvement Area A of the District. The 2022 Bonds are being issued under the original authorization and are secured by Special Tax Revenues on parity with the 2020 Bonds. The City expects to issue a third and final series of special tax bonds secured by the Special Tax Revenues on parity with the 2020 Bonds and 2022 Bonds (the "**Additional Bonds**") in accordance with the Fiscal Agent Agreement in the future. See "THE BONDS – Additional Bonds."

Appraised Value of Property and Overall Value to Lien Ratio. Property in Improvement Area A is security for the Special Tax. The City authorized the preparation of an appraisal report for certain real property within Improvement Area A, which sets forth an aggregate value of appraised taxable property in Improvement Area A of $309,151,630, as of December 3, 2021. The valuation assumes completion of the Improvements funded by the 2022 Bonds and accounts for the impact of the lien of the Special Tax securing the 2020 Bonds and 2022 Bonds. See "THE IMPROVEMENTS." In considering the estimate of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions, which affect the estimate as to value, in addition to the assumption of completion of the Improvements and the availability of certain of the proceeds of the 2022 Bonds to reimburse for completed Improvements. The Improvements to be paid for with proceeds of the 2022 Bonds are now complete. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A – The Appraisal" and APPENDIX B.

The appraised value of property in Improvement Area A is 8.77* times the$35,235,0001 aggregate principal amount of the Bonds. This is an average, and individual parcels may vary widely from the average. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A – Value to Special Tax Burden Ratios."

Risks of Investment. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2022 Bonds.

Limited Obligation of the City. **The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the Special Tax Revenues and money in the funds established and pledged to the Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the Bonds is a general debt, liability or obligation of the City. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds other than from the Special Tax Revenues and money in the funds established and pledged to the Bonds, as provided in the Fiscal Agent Agreement.**

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Finance Director of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City, the District or Improvement Area A since the date hereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

_____
1 Preliminary; subject to change.

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2022 Bonds follows:

Estimated Sources of Funds:	
Principal Amount of 2022 Bonds	$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	$
Estimated Uses of Funds:	
Deposit to Improvement Fund	$
Deposit to Reserve Fund[(1)]	
Deposit to Bond Fund[(2)]	
Costs of Issuance[(3)]	
Total	$

(1) Represents an amount that when added to money already in the Reserve Fund will equal the Reserve Requirement for the Bonds.

(2) Represents an amount scheduled to provide for capitalized interest due on a portion of the debt service on the 2022 Bonds through September 1, 2022.

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax administrator, appraiser, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2022 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

On October 17, 2016, the City Council, as legislative body of the District, adopted a Resolution of Intention to form the District and designate improvement areas therein under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing certain public improvements. After conducting a noticed public hearing, on November 21, 2016, the City Council adopted the Resolution of Formation, which established the District and designated Improvement Areas A, B, and C therein (previously defined as the "**Improvement Areas**"), set forth the rate and method of apportionment of the special tax for each Improvement Area, and set forth the necessity to incur bonded indebtedness for each Improvement Area. On the same day, an election was held within each Improvement Area in which the sole qualified elector, the Developer, approved the proposed bonded indebtedness and the levy of the special tax within each Improvement Area.

On February 20, 2019, the rate and method of apportionment of special tax and the bonded indebtedness limit for each Improvement Area were amended pursuant to change proceedings conducted under the Act. Following such amendment, the bonded indebtedness limit for Improvement Area A is $40,000,000, for Improvement Area B is $41,000,000 and for Improvement Area C is $32,000,000. In June 2020, the City issued $19,380,000 of Special Tax Bonds for Improvement Area A of the District, the 2022 Bonds (together with the 2020 Bonds, the **"Bonds"**) represent the second series of special tax bonds issued under the original authorization and are secured by Special Tax Revenues on parity with the 2020 Bonds. Following the issuance of the 2022 Bonds in the amount of $15,920,000*, the remaining authorized amount of indebtedness to be issued is $4,700,000*.No bonds having a lien senior to the lien of the Bonds are allowed.

Description of the Bonds

Bond Terms. The 2022 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the inside cover page hereof. The 2022 Bonds are being issued in the denomination of $5,000 or any integral multiple thereof.

Interest on the 2022 Bonds will be payable semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing September 1, 2022. The principal of the 2022 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2022 Bonds; provided that so long as any 2022 Bonds are in book-entry form, payments with respect to such 2022 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2022 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2022 Bonds will not receive physical certificates representing their interest in the 2022 Bonds. So long as the 2022 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers

of the 2022 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2022 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2022 Bonds. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Calculation and Payment of Interest. Interest on the 2022 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2022 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "**Record Date**") preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of $1,000,000 or more in aggregate principal amount of 2022 Bonds; provided that so long as any 2022 Bonds are in book-entry form, payments with respect to such 2022 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Each 2022 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2022 Bond, interest is in default thereon, such 2022 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2022 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2022 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The 2022 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2022 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

* Preliminary; subject to change.

Redemption Dates	Redemption Price
September 1, 20__ and March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1,	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Redemption From Prepayments. The 2022 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2022 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 2022 through and including March 1, 2028	103%
September 1, 2028 and March 1, 2029	102
September 1, 2029 and March 1, 2030	101
September 1, 2030 and any Interest Payment Date thereafter	100

Prepayments will be allocated to the redemption of each series of Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of each series. Such allocations shall be applied to redeem each series as nearly as practicable on a pro rata basis among maturities of each respective series, in increments of $5,000; provided, however, that, for Prepayments of less than $50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of one or more series so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year is not less than 110% of Maximum Annual Debt Service.

In connection with receipt of a Prepayment, the City may release from the Reserve Fund an amount corresponding to the applicable credit to be received based on the principal amount of each series prepaid, as determined by the City, provided that the release shall not cause the amount in the Reserve Fund to be less than the then applicable Reserve Requirement.

See "SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the 2022 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

Mandatory Sinking Fund Redemption. The Term 2022 Bonds maturing September 1, 20__, September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2022 Bonds Due September 1, 20__

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Term 2022 Bonds Due September 1, 20__

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Term 2022 Bonds Due September 1, 20__

Mandatory Redemption Date (September 1)	Sinking Fund Payment

The amounts in the foregoing tables will be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional redemption or mandatory redemption of the 2022 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2022 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2022 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2022 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2022 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2022 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2022 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2022 Bond to be redeemed or will state that all 2022 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2022 Bonds of one or more maturities have been called for redemption, will state as to any 2022 Bond called in part the

principal amount thereof to be redeemed, and will require that such 2022 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2022 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2022 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2022 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2022 Bonds of any maturity, the City will select the 2022 Bonds to be redeemed, from all 2022 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2022 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2022 Bond or 2022 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2022 Bond or 2022 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2022 Bonds so called for redemption are deposited in the Bond Fund, such 2022 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2022 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2022 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2022 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2022 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2022 Bond or 2022 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2022 Bond or 2022 Bonds, for a like aggregate principal amount of 2022 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2022 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2022 Bonds for redemption or (ii) with respect to a 2022 Bond after such 2022 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds are payable from and secured by the "**Special Tax Revenues**," which means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the Priority Administrative Expense and administration charge of the County, and not including any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. "**Special Taxes**" refers to "Special Tax A" levied for facilities in Improvement Area A pursuant to the Special Tax Formula, and not the additional Special Tax B, which is levied for services within Improvement Area A.

All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, moneys in a Reserve Fund are pledged to secure the repayment of the Bonds. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in Improvement Area A will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula initially administered by Willdan Financial Services, Temecula, California (the "**Special Tax Administrator**," as defined in the Special Tax Formula) and set forth in APPENDIX A hereto for all taxable properties in Improvement Area A. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within Improvement Area A, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See "– Special Tax Methodology" below and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The amount of Special Taxes that the City may levy in Improvement Area A in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within Improvement Area A, which is set forth in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Special Tax Requirement

for Facilities (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within Improvement Area A according to the rate and methodology set forth in the Special Tax Formula. See "– Special Tax Methodology" below. See also "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City may levy the Special Tax up to the amount of the "Maximum Special Tax A" set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the "Special Tax Requirement for Facilities" (as defined below). Notwithstanding the aforementioned, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See "SPECIAL RISK FACTORS – Tax Delinquencies" herein. Because each Special Tax levy is limited to the Maximum Special Tax A and by the Act, as described, no assurance can be given that, in the event of delinquencies, the amount of the Special Tax A collected will be sufficient to pay debt service on the Bonds. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax Formula sets forth the rate and method of apportionment of the Special Taxes securing the Bonds. Both a "Special Tax A" and a "Special Tax B" are levied under the Special Tax Formula; however, only "Special Tax A" is pledged to the repayment of the Bonds. Capitalized Terms used but not defined in this section are defined in the Special Tax Formula. See APPENDIX A.

Land Use Classification. Each Fiscal Year, beginning with Fiscal Year 2019-20, each Assessor's Parcel within Improvement Area A shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall be assigned to one of three Zones based upon its geographic location and shall further be classified as Developed Property, Undeveloped Property or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with the Special Tax Formula. Furthermore, each Assessor's Parcel of Developed Property shall be classified as Residential Property, Apartment Property, or Non-Residential Property. Residential Property shall be classified according to its applicable Land Use Class based on its Building Square Footage.

As used in the Special Tax Formula, "**Zone(s)**" means Zone 1, 2, and 3 as geographically identified on the CFD Zone Map, attached as Exhibit A to the Special Tax Formula. "**Zone 1**" means the specific geographic area as depicted in Exhibit A, as finally identified as Lots 5-7 and 12-15 of Final Map No. 5854, once recorded. "**Zone 2**" means the specific geographic area as depicted in Exhibit A, as finally identified as Lots 1-3 and Parcel A of Final Map No. 5854, once recorded. "**Zone 3**" means the specific geographic area as depicted in Exhibit A, as finally identified as Lot 4 of Final Map No. 5854, once recorded. Lot C of Final Map No. 5854 has now been entitled for 121 residential units. The parcel was not included in the original area designated in the CFD Zone Map as Zone 1 but, pursuant to the Special Tax Formula, the City has determined that due to the land use change, it is now assigned to Zone 1 and is classified as Taxable Property.

Special Tax Rates. Pursuant to the Special Tax Formula, each Fiscal Year, each Assessor's Parcel of Developed Property within Improvement Area A shall be subject to an "Assigned Special

Tax A" and an "Assigned Special Tax B." The Assigned Special Taxes applicable to each Land Use Type of Developed Property for Fiscal Year 2018-2019 are set forth in the following table:

Assigned Special Tax Rates - Zone 1, 2, and 3
Fiscal Year 2021-22[(1)]

Land Use Class	Land Use Type	Building Square Footage	Assigned Special Tax A	
1	Residential Property	<1,750	$2,361	per Residential Unit
2	Residential Property	1,750 - 1,950	2,734	per Residential Unit
3	Residential Property	1,951 - 2,150	2,897	per Residential Unit
4	Residential Property	2,151 - 2,350	3,080	per Residential Unit
5	Residential Property	2,351 - 2,550	3,556	per Residential Unit
6	Residential Property	2,551 - 2,750	3,715	per Residential Unit
7	Residential Property	2,751 - 2,950	4,005	per Residential Unit
8	Residential Property	2,951 - 3,150	4,206	per Residential Unit
9	Residential Property	>3,150	4,406	per Residential Unit
10	Apartment Property	NA	$12,330	per Acre
11	Non-Residential Property	NA	$12,330	per Acre

(1) On each July 1, commencing July 1, 2019, the Assigned Special Tax A for each Assessor's Parcel classified as Developed Property shall be increased by two percent (2.00%) of the Assigned Special Tax A amount calculated in the prior Fiscal Year.

Backup Special Tax A for Developed Property. When a Final Map or a condominium plan is recorded, the Backup Special Tax A for Assessor's Parcels of Developed Property classified as Residential Property shall be determined as set forth in the Special Tax Formula. For each Assessor's Parcel of Developed Property classified as Non-Residential Property or for each Assessor's Parcel of Undeveloped Property to be classified as Non-Residential Property within the Final Map area, Backup Special Tax A for Fiscal Year 2018-19 shall be determined by multiplying $31,955 by the total Acreage of any such Assessor's Parcel in Zone 1 and by multiplying $12,230 total Acreage of any such Assessor's Parcel in Zone 2. A backup tax is not applicable to land in Zone 3, which was originally planned for apartments, but which is now being developed with for sale residential units by K. Hovnanian and Richmond American. Notwithstanding the foregoing, if Assessor's Parcels of Residential Property, Non-Residential Property or Undeveloped Property for which the Backup Special Tax A has been determined are subsequently changed or modified by recordation of a new or amended Final Map, then Backup Special Tax A within Zone 1 and Zone 2 applicable to such Assessor's Parcels shall be recalculated to equal the total amount of Backup Special Tax A that would have been generated if such change did not take place.

On each July 1, commencing July 1, 2019, Backup Special Tax A applicable to each Assessor's Parcel of Taxable Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

Maximum Special Tax for Developed Property. The Maximum Special Tax A for each Assessor's Parcel classified as Developed Property shall be the amount determined by the greater of (i) the application of the Assigned Special Tax A or (ii) the application of the Backup Special Tax A, if applicable.

Maximum Special Tax for Provisional Property and Undeveloped Property. The Maximum Special Tax A for any Assessor's Parcel of Provisional Property and Undeveloped Property commencing in Fiscal Year 2018-19 shall be $31,955 per Acre for Zone 1, $12,230 per Acre for Zone 2, and $0 per Acre for Zone 3 as set forth in the Special Tax Formula. On each July 1, commencing July 1, 2019, the Maximum Special Tax A for Provisional Property and Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

Multiple Land Use Classes. In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on an Assessor's Parcel shall only be levied on the Residential Property Land Use Class located on that Assessor's Parcel. This would only apply to an Assessor's Parcel with both apartments and commercial uses, because each for-sale residential unit would be a separate Assessor's Parcel.

Determination of Special Tax Requirement for Facilities. Each year, the City will determine the Special Tax Requirement for Facilities for the upcoming Fiscal Year. The "**Special Tax Requirement for Facilities**" means that amount required in any Fiscal Year for Improvement Area A to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses associated with Special Tax A; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided inclusion of such amount does not cause an increase in the Special Tax A to be levied on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Tax A amounts as determined by the CFD Administrator; less (vii) a credit for funds available to reduce the Annual Special Tax A levy, as determined by the CFD Administrator pursuant to the Indenture.

Method of Apportionment. For each Fiscal Year, commencing Fiscal Year 2019-20, the CFD Administrator shall levy the Special Tax A on all Taxable Property in accordance with the following steps:

Step 1: The Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax A to satisfy the Special Tax Requirement for Facilities;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after Step 1 has been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property;

Step 3: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, then the Special Tax A amount determined in Step 1 shall be increased Proportionately on each Assessor's Parcel of Developed Property up to 100% of the Maximum Special Tax A for Developed Property.

Step 4: If additional monies are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the Maximum Special A Tax for Provisional Property.

Notwithstanding the above, under no circumstances will the Special Tax A levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of the Special Tax applicable to any other Assessor's Parcel within Improvement Area A by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may prepay some or all of the Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula described in Section 8 of the Special Tax Formula set forth in APPENDIX A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds.

Term of Special Tax. Special Tax A shall be levied as long as necessary to meet the Special Tax Requirement for Facilities for a period not to exceed 40 Fiscal Years commencing with Fiscal Year 2019-20.

The foregoing summary of the Special Tax Formula is qualified in its entirety by reference to the complete text of the Special Tax Formula, which is attached to this Official Statement as APPENDIX A.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, certain delinquencies, administration of Improvement Area A, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each parcel in the Special Tax Formula.

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within Improvement Area A required for the payment of principal of and interest on any outstanding Bonds of Improvement Area A becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula. The Special Tax is authorized to be levied in an amount not to exceed the maximum special tax levy as described in the Special Tax Formula notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for Improvement Area A, and the City anticipates using such mechanism.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, the City shall transfer from the Special Tax Fund to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; and (ii) in the Reserve Fund, an amount, taking into

account amounts then on deposit in each the Reserve Fund, so that the amount in the Reserve Fund equals the Reserve Requirement. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the Reserve Fund balance to the Reserve Requirement, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City's administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City's discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of bonds issued for Improvement Area A) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund. See "THE IMPROVEMENTS – Construction and Acquisition of the Improvements."

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before August 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in Improvement Area A in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area A for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided,* that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area A in such Fiscal Year, but that property owned by any single property owner in Improvement Area A is delinquent by more than $7,500 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in Improvement Area A is delinquent cumulatively by more than $3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in Improvement Area A), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner described above against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the 2022 Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement on a parity basis with the 2020 Bonds; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete

the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within Improvement Area A subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the maximum special tax rates and to the limitation described under the caption "–Special Tax Methodology" above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A – Overlapping Liens and Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require Improvement Area A to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.5 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Parity Reserve Fund

In connection with the issuance of the 2020 Bonds, a Reserve Fund (the "**Reserve Fund**") was established by the Fiscal Agent under the Fiscal Agent Agreement in the amount of the Reserve Requirement (defined below). A portion of the proceeds of the 2022 Bonds will be used to increase the amount deposited in the Reserve Fund to the Reserve Requirement as calculated with respect to the aggregate 2020 Bonds and 2022 Bonds. If there are additional delinquencies after depletion of Reserve Fund, the City is not obligated to pay the 2020 Bonds or 2022 Bonds, or supplement the Reserve Fund, except to the extent Special Tax Revenues are available for such purpose.

As used in the Fiscal Agent Agreement, "**Reserve Requirement**" means, with respect to the Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the Bonds; (ii) Maximum Annual Debt Service with respect to the Bonds; and (iii) 10% of the original principal amount of the Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement shall not increase except upon the date of issuance of Additional Bonds;

(b) in no event shall the City be obligated to deposit an amount in the Reserve Fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

"***Qualified Reserve Fund Credit Instrument***" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the Reserve Requirement for the Bonds, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the

excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on Outstanding Bonds in accordance with the Fiscal Agent Agreement.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed. See “THE IMPROVEMENTS.”

Additional Bonds

Up to $40,000,000 of Bonds are authorized to be issued for Improvement Area A, of which the 2022 Bonds represent the second series. The City expects that it will, by a Supplemental Agreement, authorize the issuance of a third and final series of Additional Bonds payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2020 Bonds and 2022 Bonds, as development progresses in Improvement Area A and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) There shall be deposited into the Reserve Fund, an amount such that the amount on deposit in the Reserve Fund is at least equal to the Reserve Requirement.

(ii) For each Bond Year the Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) The aggregate value of all parcels in Improvement Area A subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both

methods, is at least 5.00 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in Improvement Area A, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within Improvement Area A (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within Improvement Area A subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

(iv) For each Bond Year the Bonds are Outstanding, projected Special Tax Revenues on Developed Property (as such term is defined in the Special Tax Formula), if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to the sum of the Priority Administrative Expenses plus 50% of Debt Service in the Bond Year that begins in such Fiscal Year.

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as Debt Service on the refunding Bonds in each Bond Year is less than Debt Service on the Bonds refunded. Nothing in the Fiscal Agent Agreement prohibits issuance of bonds or other obligations secured on a subordinate basis to the Bonds.

DEBT SERVICE SCHEDULES

The annual debt service on the 2022 Bonds, based on the interest rates and maturity schedule set forth on the inside cover of this Official Statement and assuming no early redemptions, is set forth below, along with the aggregate debt service of the Bonds.

City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Special Tax Bonds, Series 2022
Debt Service – 2020 Bonds and 2022 Bonds
Debt Service Schedule

Year Ending (Sept. 1)	2020 Bonds Principal and Interest	2022 Bonds Principal	2022 Bonds Interest	2022 Bonds Total	2020 & 2022 Bonds Total
2022	931,250.00				
2023	947,650.00				
2024	968,250.00				
2025	987,850.00				
2026	1,006,450.00				
2027	1,027,200.00				
2028	1,046,450.00				
2029	1,069,200.00				
2030	1,090,200.00				
2031	1,109,450.00				
2032	1,131,950.00				
2033	1,157,450.00				
2034	1,180,700.00				
2035	1,201,700.00				
2036	1,225,450.00				
2037	1,251,700.00				
2038	1,275,200.00				
2039	1,300,950.00				
2040	1,328,700.00				
2041	1,353,200.00				
2042	1,383,200.00				
2043	1,410,600.00				
2044	1,435,400.00				
2045	1,467,600.00				
2046	1,496,800.00				
2047	1,528,000.00				
2048	1,556,000.00				
2049	1,585,800.00				
2050	1,617,200.00				
2051	--				
2052	--				
Totals	**36,071,550.00**				

Source: Underwriter.

The estimated debt service coverage provided by the Assigned Special Tax A that is authorized to be levied in Improvement Area A is set forth below.

City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Special Tax Bonds, Series 2022
Assigned Special Tax A and Bond Debt Service Coverage

Year[1]	Assigned Special Tax A From Lots with Completed Homes[2]	Assigned Special Tax A From Lots With Building Permits[3]	Total Assigned Special Tax A	Series 2020 & Series 2022 Bond Debt Service*	Priority Administrative Expense	Coverage From Lots with Completed Homes*	Coverage From Lots with Building Permits*	Total Debt Service Coverage*
2023								
2024								
2025								
2026								
2027								
2028								
2029								
2030								
2031								
2032								
2033								
2034								
2035								
2036								
2037								
2038								
2039								
2040								
2041								
2042								
2043								
2044								
2045								
2046								
2047								
2048								
2049								
2050								
2051								
2052								

* *Preliminary, subject to change.*

Note: Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults.

(1) Special Taxes collected in each Fiscal Year are used to pay debt service on the Bonds for the corresponding Bond Year.

(2) Completed homes as of the December 3, 2021 date of value for the Appraisal.

(3) Lots with building permits as of the _____, 2022 date of value for the Appraisal. Assumes that no additional building permits are issued after _____, 2022.

Source: Willdan Financial Services.

THE HARVEST AT LIMONEIRA DEVELOPMENT

The Developer has provided the following information with respect to the Limoneira Development. No assurance can be given that all information is complete. No assurance can be given that development of the property will be completed, or that it will be completed as projected in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner will be subject to the Development Agreement described herein and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.

Background

The Limoneira Development consists of approximately 498 gross acres, of which approximately 201 gross acres are within Improvement Area A, approximately 227 gross acres are within Improvement Area B, and the remainder, approximately 70 gross acres, are within Improvement Area C. Land subject to the Special Tax securing the Bonds is only within Improvement Area A.

Initial Approvals. The Limoneira Development constitutes nearly all of the 501-acre area commonly referred to as "East Area 1" in the City, exclusive of a 3-acre site known as "the Packinghouse." On February 26, 2008, the City Council certified a Final Environmental Impact Report for the Project in accordance with the California Environmental Quality Act. On March 3, 2008, the City approved the East Area 1 Specific Plan SP-3 (the "**Specific Plan**"). In addition, in March 2008, the Developer's predecessor-in-interest and the City entered into a Pre-Annexation and Development Agreement for the Project. Following a special election held in June 2008, the City Council adopted Resolution No. 6508 on July 7, 2008, finding that voters adopted Measure G, which amended certain provisions of the City's General Plan. The various approvals permitted the Developer to develop a mixed-use community of up to 1,500 total residential units and an estimated 810,800 square feet of office, retail, light industrial and civic facilities.

In March 2014, the Developer filed an application with the City to amend the Specific Plan to change certain land uses, as described in more detail below. Before considering the proposed Specific Plan amendment, the City prepared and certified a Supplemental Environmental Impact Report in accordance with CEQA. On February 26, 2015, the City and the Developer entered into a First Amended and Restated Development Agreement (the "**Development Agreement**") to amend and update the Pre-Annexation Agreement to incorporate changes to project approvals and changes in surrounding circumstances.

Development Agreement. The Development Agreement provides for the construction of up to 1,500 total residential units, an estimated 240,000 square feet of office, retail, light industrial and assisted living facilities, approximately 19 acres for educational and other civic facilities, and approximately 223 acres of undeveloped land, including open space and agricultural preserves, parks and greenways. The Development Agreement has a 25-year term, which is scheduled to expire in February 2040. For more information on the Development Agreement, see "– Required Public Improvements" below. The land in the Limoneira Development originally included two school sites, including Lot C, a designated elementary school site of approximately 10.54 acres in Improvement Area A. The Santa Paula Elementary School District has chosen not to acquire Lot C and it has now been entitled for 121 residential units. Improvement Area A also includes an approximately 17.72 acre area owned by Limoneira Co. that was originally planned for commercial

development but which is now expected to be developed with residential uses subject to certain land use approvals yet to be obtained, including an amendment to the Development Agreement.

Proposed Land Uses

The Limoneira Development is planned for residential, commercial and park uses, as shown in the following table.

Tract	Lot/Parcel	APN	Acreage [1]	Land Use
Improvement Area A				
5854	1	107-0-230-035	6.32	Commercial - Uses TBD[3]
5854	2	107-0-230-045	7.58	Commercial - Uses TBD[3]
5854	3	107-0-230-065	2.79	Commercial - Uses TBD[3]
5854	A	107-0-230-055	1.03	Commercial - Uses TBD[3]
5854	6	107-0-230-155	6.38	Neighborhood Res - VTTM 5990 - 4 Condo Lots (68 Units)
5854	7	107-0-230-135	9.40	Neighborhood Res - VTTM 5991 - 4 Condo Lots (76 Units)
5854	8	107-0-230-185	2.71	Clubhouse and Recreation Center (The Farmhouse)
5854	12	107-0-230-125	11.74	Neighborhood Residential - VTTM 5989 - 78 SFD Lots
5854	B	107-0-230-205	1.81	Private Park
5854	C	107-0-230-195	10.54	Neighborhood Residential 121 Condo Units[2]
5854	C-1	107-0-230-215	7.92	Proposed High School Site
5854	D portion	107-0-220-045	7.53	Private Park/Drainage Facilities
5854	D portion	107-0-230-095	21.43	Private Park/Drainage Facilities
5854	F	107-0-230-225	35.76	Public Park
5854	G-1	107-0-230-025	0.90	Private Park
5854	H	107-0-230-075	0.22	Private Park
5985	1-4	Subdivided	19.37	Neighborhood Residential - Up to 184 Condo Units
5986	1-3	Subdivided	6.13	Neighborhood Residential - 48 Condo Units
5987	1-61	Subdivided	8.37	Neighborhood Residential - 61 SFD Lots
5988	1-55	Subdivided	8.87	Neighborhood Residential - 55 SFD Lots
5992	1	Subdivided	1.88	Neighborhood Residential - 16 Condo Units
		Sub-total (IA A)	**178.68**	
Improvement Area B				
5854	9	107-0-220-055	50.88	Neighborhood Residential
5854	10	107-0-220-065	36.48	Neighborhood Residential
5854	E	107-0-220-035	138.14	Open Space
		Sub-total (IA B)	**225.50**	
Improvement Area C				
5854	11	107-0-220-025	50.49	Neighborhood Residential
5854	G portion	107-0-220-015	10.31	Private Park
5854	G portion	107-0-230-015	8.68	Private Park
		Sub-total (IA C)	**69.48**	
		Total[1]	**473.66**	

(1) This total represents the net acreage in Improvement Area A and gross acreage in Improvement Areas B and C.
(2) Lot C was originally proposed as an elementary school but is now entitled for 121 condominium units, bringing the originally planned 586 homes in Improvement Area A to a total of 707.
(3) Limoneira Co. is seeking approval to develop the land planned for commercial as residential units.
(4) Because the High School Site is not located within a tax zone, it is not currently subject to the Special Tax.

The Limoneira Development is divided into multiple phases and three improvement areas formed for the District: Improvement Area A, Improvement Area B, and Improvement Area C, as shown in the table above. The estimated timing of development is shown in the following table.

Phase/ Improvement Area[(1)]	Projected Land Development	Tract Map Status/Final Map Status	Projected Schedule
Phase 1A (Improv. Area A)	707 single-family residential units: Phase 1A: 244 Phase 1B: 222 Phase 1C: 120 Phase 1D: 121	5 Final Maps recorded 12/18/2018	Housing starts commenced in Feb. 2019, projected sell out dependent upon market conditions.
Phase 1B (Improv. Area A)			
Phase 1C (Improv. Area A)		Final Maps recorded 1/7/2021	Housing starts commenced in March 2021, projected sell out dependent upon market conditions.
Phase 1D (Improv. Area A)		Projected Final Maps in Winter 2022	Finished lots and housing construction in phases projected to commence in 2022
Phase 1E	Residential – TBD	TBD	TBD
Phase 2 (Improv. Area B)	Approx. 554 single-family residential units	Projected Final Maps in Summer 2022	Finished lots and housing construction in phases projected to commence in 2022
Phase 3 (Improv. Area C)	Approx. 239 single-family residential units	Projected Final Maps in 2024	Finished lots and housing construction in phases projected to commence in 2024

(1) Only the property in Improvement Area A is subject to the Special Tax that secures payment on the Bonds. The property in the other Improvement Areas in the District are not subject to a special tax securing the Bonds.

The Developer has been and expects to continue to improve the unsold lots within Improvement Area A that are planned for residential development into finished or partially finished lots and sell such lots to merchant builders. Construction of in-tract improvements is the responsibility of the merchant builders.

Required Public Improvements

General. Various public improvements (sometimes referred to as "backbone infrastructure") are required for the development of land in the Limoneira Development. Some of these improvements are shared among the three phases of the development, while others are required only for a single phase. These improvements are divided into the following categories: (1) parks and open space, (2) water system improvements, (3) traffic improvements, (4) storm drain/detention basin improvements, (5) education and civic facilities, (6) public safety facilities, (7) non-potable water improvements, and (8) wastewater treatment contribution amount.

The following table shows the estimated development costs (as of December 3, 2021) for the improvements required for the Limoneira Development, including Phase 1, as well as the estimated amount spent as of that date by the Developer.

ESTIMATED PROJECT COSTS
As of December 3, 2021

Improvements	Budget	Spent	Unspent	Percent Complete[1]
Demo/Clearing/Grading/SWPPP	$32,841,107	$31,748,200	$1,092,907	96.7%
Backbone Streets & Utilities	13,438,299	12,598,900	839,399	93.8
Street Landscaping	2,101,022	2,097,197	3,825	99.8
Hallock & Telegraph Intersection	5,291,429	5,263,612	27,817	99.5
3MG Water Tank	4,473,585	4,412,281	61,304	98.6
Municipal Well No. 6	3,372,073	3,321,675	50,398	98.5
Municipal Well No. 7	3,871,869	1,221,538	2,650,331	31.5
Sewer Lift Station/Offsite Sewer	7,653,131	7,078,310	574,821	92.5
Basin/Parallel Channel Improvements	3,290,043	2,530,062	759,981	76.9
Backbone Dry Utilities	7,275,791	4,445,273	2,830,518	61.1
Neighborhood Streets & Utilities	10,342,117	9,544,669	797,448	92.3
Parks	3,950,743	979,851	2,970,892	24.8
Rec Area	6,526,951	6,525,758	1,193	100.0
Railroad Improvements	1,483,093	1,481,197	1,896	99.9
Hallock & SR 126 Widening[2]	4,805,065	1,334,452	3,470,613	27.8
Santa Paula Creek Bridge[3]	9,342,947	1,335,808	8,007,139	14.3
Santa Paula Sports Park - Phase 1[4]	13,874,992	11,786,520	2,088,472	84.9
Soils Remediation	12,088,447	12,086,991	1,456	100.0
Totals	**$146,022,704**	**$119,792,294**	**$26,230,410**	**82.0%**

(1) Based on funds spent as of December 3, 2021 as a percentage of the budgeted cost.
(2) Required prior to the 750th occupancy.
(3) Scheduled to start construction in 2nd quarter of 2022, subject to plan approval.
(4) Grading started in October 2021 and construction of improvements expected to start in the 1st quarter of 2022.

Conditions of Development. The Development Agreement includes specific construction thresholds relating to some of the improvements listed in the table above.

Hallock & SR 126 Widening. The Development Agreement requires that the Developer widen and reconfigure the intersection of State Highway 126 and Hallock Drive prior to issuance of the 750th certificate of occupancy within the Limoneira Development. Based on current projections, the 750th occupancy is expected to occur in mid-2023. The engineering plans for the required work have been through multiple plan checks with Caltrans and the 100% plan set is currently with Caltrans for approval. The construction project is expected to take 6-8 months to complete once commenced. The Developer currently anticipates commencing construction in the 2nd quarter of 2022. The Developer is in compliance with all Developer Agreement requirements applicable to the first 586 homes in Improvement Area A.

Santa Paula Creek Bridge. The Development Agreement requires that the Developer use "commercially reasonable efforts" to construct a bridge over Santa Paula Creek to extend the existing Santa Paula Street into the Limoneira Development prior to issuance of the 250th certificate of occupancy. A nearly 20-year dispute between the US Army Corps of Engineers ("ACOE") and the National Marine Fisheries Service ("NMFS") over impacts to endangered steelhead trout for operation and maintenance of the Santa Paula Creek flood control facility that had delayed the construction of the bridge was finally resolved on July 24, 2020. The NMFS issued a biological opinion and agreed with ACOE's proposed implementation of an

operations and maintenance manual that allows for the bridge construction. Prior to the resolution of the dispute between ACOE and NMFS, the Santa Paula City Council adopted Operating Memorandum No. 4 to the Development Agreement, in which "commercially reasonable efforts" with respect to the Santa Paula Creek Bridge was defined as the Developer having submitted all plans, specifications and applications to all entities having jurisdiction over public rights-of-way and the Santa Paula Creek watercourse. The Developer complied with those requirements on March 6, 2020 and has obtained a secondary access for emergencies. As such, there is no hold on occupancies within the Limoneira Development relating to the construction of the bridge over Santa Paula Creek. It is now expected to be constructed by the 3rd quarter of 2023.

Santa Paula Creek Sports Park. The Development Agreement initially required the Developer to construct the 37-acre Santa Paula Creek Sports Park by March 2020, or prior to issuance of the 750th certificate of occupancy within the Limoneira Development. Due to pending grant applications of the City, however, the City requested that the Developer defer starting the park until the outcome of the grant applications is known. On March 18, 2020, the City Council adopted an amendment to the Development Agreement extending the obligation to use commercially reasonable efforts to be under construction on the park by March 2022. The current construction activities with respect to the Sports Park satisfy such obligation.

Project Amenities

The Developer has planned or completed the following amenities within the Limoneira Development:

- Harvest Park – Completed 2-acre passive use park.
- McKevett Park – Completed 5.5 acre passive use park with soccer fields and a restroom building.
- The Farmhouse – Completed 2.74-acre resort style recreation facility with an approximately 7,184 square foot clubhouse, including a fitness center, education center, business center, kitchen and multipurpose room; a junior olympic pool, wading pool and spa; a tot lot; bocce ball courts; dog park; community gardens; firepit; barbecues, and citrus orchards.
- Haun Creek Neighborhood Park – Completed a 1.5 acre neighborhood park with a tot lot and basketball court.
- Haun Creek Linear Greenway – Completed a trail along Haun Creek that connects to the trail system in future phases and will connect to the open space preserve with hiking and biking trails.
- Haun Creek Neighborhood Paseos – 4 greenways connecting the neighborhood to the trail system and community amenities, which are scheduled to be completed in phases as the neighborhoods develop.
- Santa Paula Creek Sports Park – as described above, a 37-acre regional park that is expected to include 20 acres of active sports use, including soccer fields, softball fields, basketball courts, tennis courts, and a fitness course, an open amphitheater, picnic areas with barbecues, restroom buildings and open space, which is under construction and expected to be completed by _____.

Acquisition Agreement

In connection with the formation of the District and the contemplated issuance of special tax bonds, the City and the Developer entered into a Funding, Construction and Acquisition Agreement, dated as of March 1, 2017 (the "**Acquisition Agreement**"). Pursuant to the Acquisition Agreement, the City will purchase certain public capital improvements and finance certain development impact fees for the construction of public capital improvements (together, the "**Authorized Improvements**") from the Developer, but solely from the net proceeds of bonds issued for Improvement Area A, certain investment earnings thereon and special taxes collected within each Improvement Area of the District that are available for Authorized Improvements.

When the Developer has completed an Authorized Improvement, it may submit a payment requisition to the City requesting payment of its cost incurred for such Authorized Improvement. The City will determine if the Authorized Improvement thereof has been completed to City standards and whether all required documentation, such as proper conveyance of title (where that is required), lien releases, title insurance, etc. has been submitted. If the City so determines, the City will review the payment requisition, and may request additional information to substantiate the requisition, and may disallow portions not properly substantiated. To the extent the payment requisition is approved by the City, the City will submit a disbursement request form to the Fiscal Agent, requesting the Fiscal Agent to make payment for the approved costs to the extent funds are available from the proceeds of special tax bonds and/or surplus special taxes.

The net proceeds of the Bonds, certain investment earnings thereon and the Special Tax are expected to be sufficient to fund a portion, but not all, of the Authorized Improvements. The Developer anticipates that bond proceeds from the property in future phases of the Project, revenues from land sales, and Developer's equity will be used to fund some or all of the remaining portion of the Authorized Improvements.

The Special Tax Formula provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the "pay-as-you-go" component of Special Taxes, also described herein as the Surplus Special Taxes. The Surplus Special Taxes will provide funding for a portion of the cost of the Authorized Improvements. As set forth in the Acquisition Agreement, the City agrees to levy the Special Taxes on Developed Property at the maximum authorized special tax rates and will not reduce the maximum authorized rates prior to payment of all approved Payment Requests and acceptance of all Public Facilities (as such terms are defined in the Acquisition Agreement).

THE DISTRICT AND IMPROVEMENT AREA A

Formation of the District

As described above, the City Council formed the District under the provisions of the Act and Resolution No. 7013 of the City Council adopted on November 21, 2016; and within the District, has designated three improvement areas, being Improvement Area A, Improvement Area B and Improvement Area C. In 2019, the District was amended to change the maximum authorized special tax rates and to increase the bonded indebtedness limit for each of the Improvement Areas. Improvement Area A is eligible to finance all of the improvements required for the development of the Project, and has a bonded indebtedness limit of $40,000,000.

Location and Description of Improvement Area A and the Immediate Area

The land in Improvement Area A is currently zoned East Area 1 Specific Plan (EA1SP) and includes land uses designated Hallock Center (HC); Neighborhood (N) and West Center Overlay (WCO). The residential development is located within the Haun Creek Neighborhood of the EA1SP and is currently entitled for 707 single-family residential units ranging from 6-pack cluster lots to traditional 4,500 square foot lots. Improvement Area A also includes parcels totaling 17.72 acres that were originally planned for commercial development but which the current owner, Limoneira Co., now proposes to develop with residential uses.

As of the December 3, 2021 valuation date of the Appraisal, of the 586 homes currently entitled for Improvement Area A and acquired by the Merchant Builders (and its landbanks), 322 homes had been sold and closed escrow to individual home buyers, and of the remaining 264 lots, 37 homes were completed and 72 homes were under construction. Additionally, an originally planned school site is not needed by the Santa Paula Elementary School District and now and has an approved tentative map for an additional 121 homes, bringing the originally planned 586 homes in Improvement Area A to a current total of 707. Of those 121 additional home sites, 50 are under contract for sale to Lennar as a continuation of its Lavender development in Improvement Area A; the Developer expects the remaining 71 will be purchased by Lennar or another merchant builder. See "– The Development Plan" below for additional details.

Zoning. The land in Improvement Area A is zoned residential and commercial uses per the East Area 1 Specific Plan SP-3.

Seismic Area. The District is located within Earthquake Zone 4, which is described as the highest risk zone in California. This zone designation covers most of the Ventura, Los Angeles and Orange county areas. The Developer reports that the District is not located within an Alquist-Priolo special study zone and there are no special seismic requirements specific to the Limoneira Develoment.

Flood Zone Status.

Background. The Federal Emergency Management Agency ("FEMA") uses the most accurate flood hazard information available and applies rigorous standards in developing Flood Insurance Rate Maps (FIRMs). However, because of limitations of scale or topographic definition of the source maps used to prepare a FIRM, small areas may be inadvertently shown within a Special Flood Hazard Area (SFHA) even though the property is on natural ground and is at or above the elevation of the one-percent-annual-chance flood. This elevation is most commonly referred to as the Base Flood Elevation (BFE). Such cases are referred to as "inadvertent inclusions." For other small areas, earthen fill may have been placed during construction, thereby elevating a small area within the SFHA to an elevation that is at or above the BFE. This construction may have taken place during the time the engineering study was being performed or subsequent to that study. Because of the limited extent of the elevated area and the limitations of the map scale, it may not have been possible for FEMA to show this area as being outside the SFHA and so these areas have been incorrectly included in the SFHA on the FIRM.

Recognizing that these situations do occur, FEMA established administrative procedures to change the designation for these properties on the FIRM. These processes are referred to as the Letter of Map Amendment (LOMA) process and the Letter of Map Revision-Based on Fill (LOMR-F) process. Through these processes, an individual who owns, rents or leases property may submit certain mapping and survey information to FEMA and request that FEMA issue a document that

officially removes a property and/or structure from the SFHA. In most cases, the applicant will need to hire a Licensed Land Surveyor or Registered Professional Engineer to prepare an Elevation Certificate for the property.

LOMR Applications for Improvement Area A. Portions of the Project are in Flood Zone X and portions are in Zone A. Of the 586 homes initially planned for Improvement Area A, 413 units are not within the Flood Zones, and 173 units are within the Flood Zones. All of the 173 units within the Flood Zone sold to Merchant Builders (or its landbanks) within Zone A have been land developed with slab elevations above the Flood Zones elevation to qualify for a LOMR-F to be issued by FEMA stating that they have been removed from the flood plain based on fill. As Feburary 1, 2022, 106 of the 173 LOMR-F applications have been approved by FEMA, and 67 of the LOMR_F applications are pending FEMA approval. ~~all lots sold to Merchant Builders (or its landbanks) within Zone A have had a LOMR-F issued by FEMA stating that they have been removed from the flood plain based on fill.~~ Until the LOMR-F is converted to a LOMA flood insurance is required and the Developer and/or Merchant Builders are assuming the cost thereof to home buyers. Once the LOMR-F designation is removed, which the Developer expects to occur by summer 2022, the insurance can be dropped. The 121 additional homes in Lot C do not benefit from a LOMR-F and cannot be occupied by home buyers until a LOMR is issued by FEMA and applicable to all 707 lots in Improvement Area A, which the Developer expects to occur by summer 2022, at which point all taxable properties within the District will not be required to obtain flood insurance. Because the 121 proposed homes in Lot C have not yet received a LOMR-F from FEMA, no Special Tax Revenues are assumed from the homes at this time. ~~[[TO BE REVISED BY DAVID L.]~~

Maps. The following pages contain a boundary map of Improvement Area A, an overview map of Improvement Area A and the remainder of the District, and an aerial overview map of the ongoing development within Improvement Area A as of _____.

[Reserved for boundary map]

[Reserved for Aerial Overview Map]

Improvement Area A Units Projection

The Developer currently projects construction of approximately 707 single family detached and condominium units by merchant builders in Improvement Area A, as shown in the following table. As of the the December 3, 2021 valuation date in the Appraisal, 322 homes had been conveyed to individual homeowners. If the approximately 17.72 acre area formerly proposed for commercial development is approved for residential development, any for-sale residential units would be subject to the Special Tax, but apartments would not.

Owner	Neighborhood Name	Tract/Final Map	Number of Projected Units[6]
Developer/Future Builders:			
Developer - Under Contract[1]	Lavender	Tract 5854 Lot C[1]	50
Developer - Future Builder			71
Sub-Total			121
Merchant Builders - Active Construction			
Lennar Homes[2]	Vinelands	Tract 5986	48
Lennar Homes[2]	Vinelands	Tract 5992	16
Lennar Homes[2]	Orchard Heights	Tract 5988	55 (sold out)
KB HOME Greater Los Angeles Inc.[3]	Wildflower	Tract 5987	61 (sold out)
K. Hovnanian	Sage	Tract 5985 Lot 4	30
K. Hovnanian	Sage	Tract 5985 Lot 2	34
Richmond American	Beechtree	Tract 5989	78
Lennar Homes[2]	Vineland II	Tract 5991	76
Lennar Homes[2]	Lavender	Tract 5990	68
K. Hovnanian	Sage II	Tract 5985 Lot 3	60
Richmond American	Willow	Tract 5985 Lot 1	60
Sub-Total (Merchant Builder-Owned)			586
Total[6]			**707**

(1) Lennar Homes has entered into a contract for the purchase of the property within Lot C which is expected to close in April 2022. See "– The Merchant Builders" below.
(2) As of December 3, 2021, Lennar Homes has conveyed 55 homes within the Orchard Heights project, 60 homes within the Vinelands project, 32 homes within the Vineland II project, and 50 homes within the Lavender project to individual homeowners. See "– The Development Plan – *Lennar Homes – Vineland, Orchard Heights, and Lavender*" below.
(3) As of December 3, 2021, KB has conveyed 61 homes within the Wildlfower project to individual homeowners. See "– The Development Plan – *KB – Wildflower*" below.
(5) Former proposed elementary school site has been approved for residential units.
(6) Excludes 17.72 acres projected to be developed as residential but with the number and mix of apartments and for sale residential units unknown at this time.

The development within Improvement Area A is subject to delays caused by the COVID-19 pandemic. See "SPECIAL RISK FACTORS – Property Values and Property Development - COVID-19 Outbreak" herein. To date, home builders have generally experienced some increases in costs, however home sales throughout California have been robust and delays resulting from work stoppages, reduced attendance of weekends and shortages of building material. To date, the Developer has continued to fund and implement the development plan within the District as described in this Official Statement and expects to sell the unsold 121 home sites within Improvement Area A to merchant builders.

The Developer cannot predict the ultimate effects of the COVID-19 on its ability to complete the remaining improvements necessary for it to sell the property within Improvement Area A to merchant builders. As the situation evolves, there could be adverse impacts on the timing and costs of the development in Improvement Area A.

Tract/Final Map Status

The proposed 707 single family lots and condominium parcels were created by, or are expected to be created by the following maps:

TRACT MAP STATUS IN IMPROVEMENT AREA A

Map[1]	Date Recorded or Projected Recording	Number of Actual or Projected Units
Tract/Final 5985	12/18/18	184
Tract/Final 5986	12/18/18	48
Tract/Final 5987	12/18/18	61
Tract/Final 5988	12/18/18	55
Tract/Final 5992	12/18/18	16
VTTM 5989	5/21/20	78
VTTM 5990	5/21/20	68
VTTM 5991	11/24/20	76
TM Parcel 6065	2/17/22	121
Total		**707**

(1) These represent all final subdivision maps, except that Lot C of Final Map No. 5854 is currently the subject of approved tentative pacel map 6065 which is expected to become a final map by March 2022.

The Merchant Builders

Current Ownership by Merchant Builders. In addition to the Developer, the three Merchant Builders own land in Improvement Area A, which the Merchant Builders are developing into single-family residential homes and selling to individual homeowners, with home sales underway and some closed. As of the December 3, 2021 date of value of the Appraisal, the Merchant Builders in Improvement Area A consisted of Lennar Homes (which owns 66 lots), K. Hovnanian (which owns 65 lots), and Richmond Homes (which owns 96 lots). The Developer is not a homebuilder and plans to sell all residential lots to merchant builders. Each of the Merchant Builders and their development plans are described in more detail under "IMPROVEMENT AREA A – The Development Plan."

As of December 3, 2021, of the 707 homes currently planned for Improvement Area A, land planned for the development of 586 lots had been acquired by the Merchant Builders (and, originally, its landbanks) and building permits for 487 homes had been obtained, with 445 homes completed and 42 under construction. Sale of homes in Improvement Area A is underway by the three Merchant Builders in five neighborhoods, with 322 closed sales of homes as of December 3, 2021.

In addition to the 586 original lots, Lot C of Final Map No. 5854, which was originally planned as an elementary school site was not needed by the Santa Paula Elementary School District and the site is currently expected to be developed into 121 home sites, bringing the originally planned 586 home sites in Improvement Area A to a current total of 707. Of the 121 additional home sites, the Developer has entered into an agreement with and received a non-refundable deposit from Lennar Homes for the sale of 50-unit detached condomimium development as a continuation of its Lavender project in Improvement Area A, which sale is expected to close in April 2022. The Developer expects the remaining 71 will be purchased by Lennar or another Merchant Builder. No assurance can be given that such lots will be acquired as projected or at all, with development subject to market conditions.

The Development Plan

A more detailed description of each of the neighborhoods within Improvement Area A is set forth below, as provided by the Developer and the applicable Merchant Builder. *Notwithstanding the Merchant Builders' projections regarding home construction and projected sellout of their planned development in Improvement Area A, no assurance can be given that the Merchant Builders will complete such development in a timely manner or in the configuration or intensity described herein, or that any landowner described herein will obtain or retain ownership of any of the land within Improvement Area A. Further, there may be material adverse changes in this information after the date of this Official Statement.*

The 2022 Bonds and the Special Taxes are not personal obligations of any landowners, including the Developer and Merchant Builders, and, in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner. As a result, other than as provided herein, no financial statements or information is, or will be, provided about the Developer, the Merchant Builders or any other landowners. The 2022 Bonds are secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS."

KB - Wildflower (Sold out). The Wildflower neighborhood was developed by KB into 61 single-family residential units across a single product line with two floor plans. The neighborhood opened for sales in June 2019, and sold out of all homes by October 2020.

Lennar Homes - Orchard Heights (Sold out). The Orchard Heights neighborhood was developed by Lennar Homes into 55 single-family residential units in a single product line with 3 floor plans. The neighborhood opened for sales in June 2019, and sold out of all homes by November 2020.

Lennar Homes - Vinelands (Sold out other than model homes). The Vinelands neighborhood is owned by Lennar Homes, and is developing into 64 single-family residential units across a single product line with 4 floor plans. The Vinelands neighborhood opened for sales in June 2019, and final build-out was completed on April 1, 2021. The following table provides additional information regarding the proposed development of the 64 units of the Vinelands neighborhood as of December 3, 2021.

Lennar Homes - Vinelands Neighborhood
(Tract Nos. 5991 and 5992)
(as of December 3, 2021)

Floor Plan	Approx. Square Footage	Total Number of Planned Units	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow[1]	Approx. Base Price[2]
Plan 1	1,860	19	18	1	$611,523
Plan 2	1,936	16	15	1	$613,990
Plan 3	1,939	14	13	1	$627,090
Plan 4	2,189	15	14	1	$651,090
Totals		64	60	4	

(1) Includes four models, one in each Floor Plan. Unsold homes are the models. The model homes will serve as the model homes for the Vineland Extension and will be sold when no longer needed to service the Vineland Extension.
(2) Base sale prices reflect approximate as of late 2021.
Source : Lennar Homes.

Lennar Homes - Lavender. The final map for Tract 5990 was recorded on June 5, 2020. On June 22, 2020, Lennar Homes purchased the Lavender neighborhood from the Developer. On November 17, 2020, AG Essential Housing CA 2, L.P., a Delaware limited partnership ("**AGEH**"), purchased 56 (of the 68) finished lots of the Lavender neighborhood from Lennar Homes. On the same date, AGEH and Lennar Homes entered into an Option Agreement (the "**Option Agreement**") regarding the 56 lots of the Lavender neighborhood, whereby Lennar Homes has the option (but not the obligation) to purchase finished lots in the Lavender neighborhood from AGEH pursuant to a takedown schedule. As of February 20, 2022, Lennar Homes has acquired all 56 lots from AGEH, and the Option Agreement has been terminated.

The following table provides additional information regarding the proposed development of the 68 units of the Lavender neighborhood.

Lennar Homes – Lavender Neighborhood
(Tract No. 5990)
(as of December 3, 2021)

Floor Plan	Approx. Square Footage	Total Number of Planned Units	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow(1)	Units Under Construction(2)	Est. Base Price(3)
Plan 1	2,213	24	16	1	7	$661,847
Plan 2	2,358	21	15	1	5	$691,329
Plan 3	2,452	23	19	1	3	$691,823
Totals		68	50	3	15	

(1) Includes 3 models, one in each Floor Plan.
(2) As of December 3, 2021, there are 15 lots under contract but not yet closed.
(3) Base sale prices are estimated as of December 3, 2021. Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.

Source : Lennar Homes.

Lennar Homes – Vinelands Extension. On December 11, 2020, Lennar Homes entered into a contract to acquire land within Improvement Area A from the Developer identified as Tract No. 5991 (76 additional Vinelands lots). Vinelands closed in two phases; 44 lots on December 18, 2020, and 32 lots on June 18, 2021.

The final map for Tract 5991 was recorded on November 24, 2020. Lennar Homes purchased property to be devloped as 44 condominiums from the Developer in December, 2020 and purchased property to be developed as 32 condominiums in June 2021. The Vinelands Extension neighborhood is being developing into 76 condominiums across a single product line with 4 floor plans. The Vinelands Extension opened for sales in March 2021, and Lennar Homes anticipates final build-out

by October 2022. The following table provides additional information regarding the development of the 76 units of the Vinelands Extension neighborhood as of December 3, 2021.

Lennar Homes - Vinelands Extension Neighborhood
(Tract No. 5991)
(as of December 3, 2021)

Floor Plan	Approx. Square Footage	Total Number of Planned Units	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow[1]	Finished Lots	Units Under Construction[2]	Est. Base Price[3]
Plan 1	1,860	19	8	0	6	5	$611,523
Plan 2	1,936	19	8	0	6	5	$613,990
Plan 3	1,939	19	8	0	6	5	$627,090
Plan 4	2,189	19	8	0	6	5	$651,090
Totals		76	32	0	24	20	

(1) No model homes will be constructed for the Vinelands Extension.
(2) As of December 3, 2021, there are 20 lots under contract but not yet closed.
(3) Base sale prices are estimated as of September 1, 2021. Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.
Source: Lennar Homes.

Other than in-tract improvements constructed as homes are developed and permits, all infrastructure improvements needed to receive building permits and certificates of occupancy for each Lennar Homes neighborhood have been completed.

Except as described herein, Lennar Homes has not experienced any material increases in costs, or any development or home sale delays resulting from decisions to reduce financing for the projects, inability to obtain financing, work stoppages, reduced attendance of workers, lack of or delays in the delivery of building materials or the ability to obtain necessary inspections and approvals, which Lennar Homes attributes to the COVID-19 pandemic. To date, Lennar Homes has continued to fund and implement its projects as described in this Official Statement and intends to do so to complete such projects. However, the development by Lennar Homes is subject to delays caused by the COVID-19 pandemic. As the impacts caused by the outbreak evolve, there could be an adverse impact on the timing and costs of the neighborhoods. See "SPECIAL RISK FACTORS – Property Values and Property Development - COVID-19 Outbreak" herein. Lennar Homes cannot predict the ultimate effects of the COVID-19 outbreak or whether any such effects would have a material adverse effect on the ability to develop the project as planned.

K. Hovnanian - Sage. On April 11, 2019, K. Hovnanian entered into a contract (as amended, the "**Original PSA**") to acquire land within Improvement Area A from the Developer identified as (i) Lot 4 of Tract 5985 (30 lots) (herein, "**Lot 4**") and (ii) Lot 2 of Tract 5985 (34 lots) (herein, "**Lot 2**"). Pursuant to an Assignment and Assumption of Purchase and Sale Agreement dated June 28, 2019, K. Hovnanian then assigned all of its rights under the Original PSA to Arroyo Cap. On June 28, 2019, Arroyo Cap purchased all of Lot 4 from the Developer and, on November 6, 2019, Arroyo Cap purchased all of Lot 2 from the Developer, each pursuant to the Original PSA.

On November 6, 2019, Arroyo Cap and K. Hovnanian entered into an Amended and Restated Option Agreement regarding Lot 4 and Lot 2 (the "**Option Agreement**"), whereby K. Hovnanian has the option to purchase finished lots in Lot 4 and in Lot 2 from Arroyo Cap pursuant to a takedown schedule. As of February 20, 2022, K. Hovnanian has acquired all of the lots from Arroyo Cap, and the Option Agreement has been terminated.

On December 22, 2020, K. Hovnanian entered into a contract to acquire land within Improvement Area A from the Developer identified as a portion of parcel B of lot line adjustment 536-LLA-20-01 (60 additional Sage lots). K. Hovnanian closed in two phases; 30 lots on April 7, 2021, and 30 lots on October 4, 2021. K. Hovnanian is developing the Sage neighborhood into 124 single-family residential units across a single product line with 3 floor plans. The Sage neighborhood opened for sales in February 2020; K. Hovnanian anticipates developing the lots acquired to final build-out by January 2023. The following table provides the status of the proposed development of the 124 units of the Sage neighborhood as of December 3, 2021.

K. Hovnanian - Sage Neighborhood
(Tract No. 5985)
(as of December 3, 2021)

Floor Plan	Approx. Square Footage	Total Number of Planned Units	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow[1]	Finished Lots	Units Under Construction[2]	Est. Base Price[3]
Plan 1	1,671	41	20	3	9	9	$500,300
Plan 2	1,687	41	20	1	11	9	509,500
Plan 3	1,870	42	19	1	13	9	537,400
Totals		**124**	**59**	**5**	**33**	**27**	

(1) There are 3 models that are unsold, and 2 completed units sold and in escrow as of December 3, 2021.
(2) A unit is considered under construction if a building permit has been issued. A total of 91 building permits have been issued consisting of 3 models, and 88 produciton units.
(3) Base sale prices are estiamted as of December 3, 2021. Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.
Source: K. Hovnanian.

Except as described herein, K. Hovnanian has not experienced any material increases in costs, or any development or home sale delays resulting from decisions to reduce financing for the projects, inability to obtain financing, work stoppages, reduced attendance of workers, lack of or delays in the delivery of building materials or the ability to obtain necessary inspections and approvals, which K. Hovnanian attributes to the COVID-19 pandemic. To date, K. Hovnanian has continued to fund and implement its projects as described in this Official Statement and intends to do so to complete such projects. However, the development of the Sage neighborhood is subject to delays caused by the COVID-19 pandemic. As the impacts caused by the outbreak evolve, there could be an adverse impact on the timing and costs of the Sage neighborhood. See "SPECIAL RISK FACTORS – Property Values and Property Development - COVID-19 Outbreak" herein. K. Hovnanian cannot predict the ultimate effects of the COVID-19 outbreak or whether any such effects would have a material adverse effect on the ability to develop the project as planned.

***Richmond American* – Beechtree.** On March 12, 2020, Richmond American entered into a contract to acquire land within Improvement Area A from the Developer identified as Tract 5989 (78 lots). Richmond America closed in phases; 42 lots on June 15, 2020, and 36 lots on April 28, 2021. Richmond American is developing the Beechtree neighborhood into 78 single-family residential units across a single product line with 3 floor plans. The Beechtree neighborhood opened for sales in August 2020, and Richmond American anticipates final build-out by summer 2022. The following table provides additional information regarding the proposed development of the 78 units of the Beechtree neighborhood as of December 3, 2021.

Richmond American - Beechtree Neighborhood
(Tract No. 5989)
(as of December 3, 2021)

Floor Plan	Approx. Square Footage	Total Number of Planned Units	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow[1]	Finished Lots[2]	Units Under Construction[3]	Est. Base Price[4]
Ackerman-S877	1,932	19	13	4	2	0	$718,990
Avalon-S195	1,950	33	15	10	4	4	687,990
Arlington-S721	1,954	26	14	7	3	2	694,990
Totals		78	42	21	9	6	

(1) Includes three models (one in each floor plan) and 18 completed production units. As of December 3, 2021, 17 of the 18 completed production units were under contract but had not closed escrow and the three models had yet to be released for sale.
(2) Finished lots represent lots without any vertical home construction. Of the nine finished lots as of December 3, 2021, six comprised Phase 13 and three comprised the build-out. As of December 3, 2021, five of the six homes to be constructed within Phase 13 and one of the three homes to be constructed within the build-out were under contract for sale to individual homebuyers.
(3) As of December 3, 2021, all six homes under construction were under contract for sale to individual homebuyers.
(4) Base sale prices are estimates as of December 3, 2021. Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.

Source: Richmond American.

***Richmond American* – Willow.** On March 16, 2021, Richmond American entered into a contract to acquire land within Improvement Area A from the Developer identified as Parcel A of PMW No. 536-LLA-20-01 of Tract 5985 (60 lots). Richmond America closed on the 60 lots May 7, 2021. Richmond American is developing the Willow neighborhood into 60 single-family residential units across a single product line with 4 floor plans. The Beechtree neighborhood opened for sales in October 2021, and Richmond American anticipates final build-out by summer 2023. The following table provides additional information regarding the proposed development of the 60 units of the Willow neighborhood as of December 3, 2021.

Richmond American - Willow Neighborhood
(Tract No. 5985)
(as of December 3, 2021)

Floor Plan	Approx. Square Footage	Total Number of Planned Units	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow[1]	Finished Lots[2]	Units Under Construction[3]	Est. Base Price[4]
Leigh-SA05	1,651	14	0	1	13	0	$595,990
Lena-SA06	1,761	14	0	1	13	0	611,990
Lennox-SA07	1,868	16	0	1	13	2	618,990
Lenora-SA08	1,970	16	0	1	13	2	634,990
Totals		60	0	4	52	4	

(1) Represents four completed models, (one in each floor plan). The models had not been released for sale as of December 3, 2021.
(2) Finished lots represent lots without any vertical home construction. Seven finished lots had building permits issued as of December 3, 2021, four of which were under contract for sale to individual homebuyers as of such date.
(3) All four homes under construction were under contract for sale to individual homebuyers as of December 3, 2022
(4) Base sale prices are estimates as of December 3, 2021. Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.

Source: Richmond American.

No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans outlined herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Additionally,

homes sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See "SPECIAL RISK FACTORS—Property Values and Property Development."

Richmond American – COVID-19 Impact. The COVID-19 pandemic and related public health and governmental authorities' orders and actions could have a material adverse effect on Richmond American's ability to complete its neighborhoods within Improvement Area A in the time frame and budget, and at the sales prices, described in this Official Statement. See "SPECIAL RISK FACTORS – COVID-19 Pandemic."

As of December 1, 2021, Richmond American has experienced increases in certain construction costs, supply chain delays, labor shortages, and increased cycle time for home deliveries. However, Richmond American has not experienced any significant development delays resulting from work stoppages, reduced attendance of workers, or the ability to obtain necessary inspections and approvals for homes, which may be attributed, directly or indirectly, to the COVID-19 pandemic. While the cost increases and delays may have been and may continue to be intermittently affected by COVID-19, the majority of cost increases and delays can be attributable to the strength of the housing market and the result of vendors not anticipating the scale of the demand for housing materials.

Although the recent cost increases and construction delays are not currently having a significant impact on the overall development of homes in Improvement Area A, the impacts caused by the outbreak are evolving and no prediction can be made with respect to the ultimate effects of the COVID-19 outbreak and related public health and governmental authorities' orders and actions (including, without limitation, the scope of restrictions under the current or any amended County or State of California orders), on Richmond American's ability to continue to sell and close homes in Improvement Area A. Such effects, if and as they arise, could have a material adverse effect on the ability to develop the homes in Improvement Area A as planned, and no assurance can be provided that Richmond American will be able to (a) complete in whole or in any part, or within any particular time, its construction of homes within Improvement Area A; (b) avoid additional material increases in development costs or delays resulting from work stoppages, reduced attendance of workers, shortages or delays in the delivery of building materials, and/or delays in obtaining necessary inspections and approvals; or (c) sell homes, and close home sales or not experience purchase contract cancellations, due to in each case to public health or governmental restrictions, further spread of COVID-19, an economic downturn driven by the pandemic, or otherwise.

Financing Plan – Developer

To date, the Developer has financed its land acquisition and various site development costs related to its property in the District (including Improvement Area A) through internally generated funds, unsecured revolving loans, and lot sales revenues. The Developer estimates that, as of December 3, 2021, it has spent approximately $120 million on the design, engineering and construction of improvements for the Limoneira Development and estimated the need to spend approximately $26 million more to complete its planned development within Improvement Area A. The Developer expects to use lot sales revenues, unsecured revolving loans, internal funding, and reimbursement from Bond proceeds to complete its development in Improvement Area A and believes that it will have sufficient funds available to complete such development in accordance with the development schedule described in this Official Statement.

The Developer is a joint venture between Lewis Santa Paula Member, LLC, a Delaware limited liability company (which is an affiliate of Lewis Management Corp.), and Limoneira EA1 Land, LLC, a Delaware limited liability company (which is an affiliate of the Limoneira Company), each with

a 50% interest. Limoneira Company currently owns the approximate 17.72-acre land in Improvement Area A that was previously planned for commerial development but which is now expected to be developed with the residential uses. See "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A THE DISTRICT – The Developer."

In addition to equity, the Developer has a $45 million unsecured line of credit with Bank of America for Improvement Area A construction costs. As of December 21, 2021, the line of credit had an outstanding balance of $2.5 million. The Developer reports that land sales and Bond proceeds are, and will be, applied to pay down the line of credit before returning equity to the joint venturers.

Although the Developer expects to have sufficient funds available to complete its development in Improvement Area A as described in this Official Statement, there can be no assurance that amounts necessary to finance the remaining development costs will be available to the Developer from its internally generated funds or from any other source when needed. None of the Developer nor the Merchant Builders, nor any of their affiliates, is under any legal obligation of any kind to expend funds for the development of and construction of homes on its property in Improvement Area A. Any contributions by the Developer or any such entity to fund the costs of such development are entirely voluntary.

If and to the extent that internal funding, including but not limited to lot sales revenues, are inadequate to pay the costs to complete the planned development by the Developer within Improvement Area A and other financing by the Developer is not put into place, there could be a shortfall in the funds required to complete the planned development by the Developer in Improvement Area A.

Financing Plan – Merchant Builders

Lennar Homes Financing Plan. To date, Lennar Homes has financed its site development, and home construction costs related to its respective neighborhoods in Improvement Area A through internally generated funds and home sales revenues, and expects to continue doing so.

For the now sold-out Orchard Heights neighborhood, Lennar Homes had incurred approximately $27.7 million on site acquisition, on-site development costs, unit construction costs, sales and marketing, fees, and other costs.

For the now sold-out Vinelands neighborhood, Lennar Homes had incurred approximately $27.9 million on site acquisition, on-site development costs, unit construction costs, sales and marketing, fees.

For the Lavender neighborhood, as of December 3, 2021, Lennar Homes had incurred approximately $29.6 million on site acquisition, on-site development costs, unit construction costs, sales and marketing, fees, and other costs, and anticipates that an additional $2.4 million will be required to be expended on such costs to complete the neighborhood.

For the Vinelands Exenstion neighborhood, as of December 3, 2021, Lennar Homes had incurred approximately $25.4 million on site acquisition, on-site development costs, unit construction costs, sales and marketing, fees, and other costs and anticipates that an additional $10.5 million will be required to be expended on such costs to complete the neighborhood.

Lennar Homes has entered into a purchase and sale agreement for the acquisition of an additional 50 lots, which Lennar Homes is going to develop as 50 detached condomimiums as a

continuation of its Lavender project in Improvement Area A. As of _____, 2022, Lennar Homes had only provided an irrevocable deposit for the purchase of the lots, with the balance of the purchase price payable upon close of escrow (anticipated to be April 2022).

In connection with the purchase of property from the Developer, Lennar Homes and the Developer entered into a profit and participation agreement ("**PAPA**") whereby the Developer participates in Lennar Homes' builder profits. The PAPA is secured by a deed of trust on all of the property owned by Lennar Homes.

Although Lennar Homes expects to have sufficient funds available to complete its development activities in Improvement Area A, commensurate with the development timing described in this Official Statement, there can be no assurance, however, that amounts necessary to finance the remaining development and home construction costs will be available to Lennar Homes when needed. Any contributions by Lennar Homes or its affiliates to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by Lennar Homes and other financing by Lennar Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Lennar Homes in Improvement Area A and the remaining portions of the development may not be developed.

K. Hovnanian Financing Plan. To date, K. Hovnanian has financed its home construction costs related to its neighborhood in Improvement Area A through internally generated funds and expects to continue doing so. For the Sage neighborhood, as of December 3, 2021, K. Hovnanian had incurred approximately $___ million on site acquisition, on-site development costs, unit construction costs, sales and marketing, fees, and other costs, and anticipates that an additional $____ million will be required to be expended on such costs to complete the neighborhood.

Although K. Hovnanian expects to have sufficient funds available to complete its development activities in Improvement Area A, commensurate with the development timing described in this Official Statement, there can be no assurance, however, that amounts necessary to finance the remaining development and home construction costs will be available to K. Hovnanian when needed. Any contributions by K. Hovnanian or its affiliates to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by K. Hovnanian and other financing by K. Hovnanian is not put into place, there could be a shortfall in the funds required to complete the proposed development by K. Hovnanian in Improvement Area A and the remaining portions of the development may not be developed.

Richmond American Financing Plan. To date, Richmond American has financed its site development, and home construction costs related to its respective neighborhoods in Improvement Area A through internally generated funds (which may include home sales revenues). Richmond American intends to use internal sources (which may include home sales revenue) to fund the remaining home construction costs and carrying costs related to the development of its properties within Improvement Area A. However, home sales revenue from Richmond American's projects in Improvement Area A are not segregated and set aside for completing its development within Improvement Area No. A.

For the Beechtree and Willow neighborhoods, as of December 3, 2021 Richmond American had incurred approximately $45,154,631 on site acquisition costs, on-site development costs, permit

and impact fees, direct and indirect home construction costs, and marketing and sales costs (exclusive of internal financing repayment, corporate overhead, and other carrying costs), and anticipates that an additional $18,515,558 will be required to be expended on such costs to complete the Beachtree and Willow neighborhoods.

Although Richmond American expects to have sufficient funds available to complete its development activities in Improvement Area A, commensurate with the development timing described in this Official Statement, there can be no assurance, however, that amounts necessary to finance the remaining development and home construction costs will be available to Richmond American when needed. Neither Richmond American nor any other entity or person is under any legal obligation of any kind to expend funds for the development of Richmond American's property in Improvement Area A, or the payment of ad valorem property taxes or the Special Taxes. Any contributions by Richmond American or any other entity or person to fund the costs of such development are entirely voluntary.

If and to the extent that the aforementioned sources are inadequate to pay the costs to complete the planned development by Richmond American within Improvement Area A, and other financing is not put into place, there could be a shortfall in the funds required to complete the planned development by Richmond American or to pay ad valorem property taxes or Special Taxes related to Richmond American's property in Improvement Area A, and the remaining portions of such development may not be completed. Many factors beyond Richmond American's control, or a decision by Richmond American to alter its current plans, may cause the actual sources and uses to differ from the projections. See "SPECIAL RISK FACTORS" herein for a discussion of risk factors.

OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area A. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondowner will have the ability at any time to seek payment of the Special Tax directly from the owners of property within Improvement Area A, or the ability to control who becomes a subsequent owner of any property within Improvement Area A.

The Developer and the Merchant Builders have provided the information set forth in this section entitled "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A." The City has not independently verified this information and assumes no responsibility for its accuracy or completeness. In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement.

The Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

The Developer

The master developer of the property within Improvement Area A is Limoneira Lewis Community Builders, LLC, a Delaware limited liability company (previously defined as the **"Developer"**). The Developer is a joint venture between Lewis Santa Paula Member, LLC, a Delaware limited liability company (which is an affiliate of Lewis Management Corp.), and Limoneira EA1 Land, LLC, a Delaware limited liability company (which is an affiliate of the Limoneira Company).

Lewis Management Corp. is an affiliate of Lewis Group of Companies (the "**Lewis Group**"). The Lewis Group was established in 1955 and has built more than 57,000 homes, developed more ~~that~~ than 25,000 acres of land and developed and sold more than 21,000 residential lots. Since its formation, the Lewis Group has also developed more than 19.5 million square feet of retail, office and industrial space and also owns and manages apartments and investment properties.

The Lewis Group focuses on identifying and then acquiring residential land which it subsequently entitles, develops, and sells to merchant or custom homebuilders. Such activities include transactions in the communites of Chino, Diamond Bar, Eastvale, Fontana, Lake Elsinore, Rancho Cucamonga, Rialto, Riverside County, Upland, Brawley, Calexico, Imperial, Fairfield, Sacramento, Elk Grove, El Dorado Hills, Folsom and Hercules, all in California, as well as Las Vegas, North Las Vegas, Reno, Sparks and Dayton in Nevada.

Additional information regarding Lewis Management Corp. is available at lewisgroupofcompanies.com. *This Internet address is included for reference only, and the information on this Internet site is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on this Internet site.*

Limoneira Company

Limoneira Company, a publicly held Delaware corporation, currently owns the approximately 17.72-acre site in Improvement Area A formerly proposed for commerial development. The company's common stock trades under the symbol "LMNR" on the NASDAQ stock exchange. Limoneira Company is a 126 year old international agribusiness headquartered in Santa Paula, has grown to become one of the premier integrated agribusinesses in the world. Limoneira Company is a dedicated sustainability company with 14,500 acres of agricultural lands, real estate properties, and water rights in California, Arizona and Chile. The company has approximately 10,600 acres of agriculture and real estate property and significant water rights and is a leading producer of lemons, avocados, oranges, specialty citrus and other crops that are shipped throughout the world. Limoneira Company is a joint venture partner of the one of the two limited liability companies that comprise the Developer. Limoneira Company is now proposing to develop its land within Improvement Area A with residential uses, subject to obtaining certain land use approvals, including an amendment to the Development Agreement.

Additional information regarding the Limoneira Company can be viewed at *limoneira.com*. *This Internet address is included for reference only, and the information on this Internet site is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on this Internet site.*

The Merchant Builders

K. Hovnanian. K. Hovnanian is an indirect, wholly-owned subsidiary of Hovnanian Enterprises, Inc., a Delaware corporation ("**Hovnanian**"), which is based in Red Bank, New Jersey, and has been in the business of developing residential real estate communities in California since 1994. Hovnanian is subject to the informational requirements of the Securities Exchange Act of 1934 (the "**Exchange Act**") and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Hovnanian. The address of such Internet web site is www.sec.gov. All documents subsequently filed by Hovnanian pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Hovnanian's Annual Report and each of its other quarterly and current reports, including any amendments, are available from Hovnanian's website at *www.khov.com*. *The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.*

Lennar Homes. Lennar Homes of California, LLC, referred to herein as Lennar Homes, is a California limited liability company and the successor by conversion to Lennar Homes of California, Inc., a California corporation. Lennar Homes is based in Irvine, California, and has been in the business of developing residential real estate communities in California since 1995.

Lennar Homes is wholly-owned by U.S. Home Corporation, a Delaware corporation ("**U.S. Home**"). U.S. Home is wholly-owned by Lennar Corporation. Lennar Corporation, founded in 1954 and publicly traded under the symbol "LEN" since 1971, is one of the nation's largest home builders, operating under a number of brand names, including Lennar Homes and U.S. Home. Lennar Homes primarily develops residential communities both within the Lennar family of builders and through consolidated and unconsolidated partnerships in which Lennar Homes maintains an interest.

Lennar Corporation is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, may be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Such files can also be accessed over the internet at the SEC's website at www.sec.gov. *This internet address is included for reference only and the information on the internet site is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.*

Copies of Lennar Corporation's Annual Report and related financial statements, prepared in accordance with generally accepted accounting standards, are available from Lennar Corporation's website at *www.lennar.com*. *This internet address is included for reference only and the information on the internet site is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.*

The development of Lennar Homes' projects within Improvement Area A are subject to delays caused by the COVID-19 pandemic. Because housing construction is currently considered an essential function, Lennar Homes has continued its construction activities in Improvement Area

A during the Stay Home Order period. To date, Lennar Homes has not experienced any material increase in costs, or any development or home sale delays resulting from an inability to obtain or continue financing sources, work stoppages, reduced attendance of workers, lack of or delays in the delivery of building materials or an inability to obtain necessary inspections and approvals, attributable to the COVID-19 pandemic. To date, Lennar Homes has continued to fund and implement its projects as described in this Official Statement and intends to do so to complete the projects. See "SPECIAL RISK FACTORS – Property Values and Property Development - COVID-19 Outbreak" herein.

Lennar Homes has implemented policies at its model home sites and sales offices which are intended to allow for a normal pace of access by prospective home purchasers while complying with the applicable social distancing orders. Specifically, prospective purchasers are able to tour model homes by appointment.

Lennar Homes cannot predict the ultimate effects of the COVID-19 outbreak or whether any such effects would have a material adverse effect on the ability to develop the projects as planned. As the impacts caused by the outbreak evolve, there could be an adverse impact on the timing and costs of Lennar Homes' projects in Improvement Area A.

Richmond American. As previously defined herein, "Richmond American" is Richmond American Homes of Maryland, Inc., a Maryland corporation. Richmond American is a wholly-owned subsidiary of M.D.C. Holdings, Inc., a Delaware corporation ("**MDC**"). MDC is a publicly traded company whose common stock is listed on the New York Stock Exchange under the symbol "MDC." Richmond American and its predecessor entity have been building homes in California since 1986. Richmond American's Southern California division based in Irvine, California, is responsible for the development of Richmond American's projects in Improvement Area A.

MDC has two primary operations, homebuilding, and financial services. MDC's homebuilding operations consist of wholly-owned subsidiary companies that build and sell homes under the name "Richmond American Homes." MDC's financial services operations include subsidiary companies that provide mortgage financing, place title insurance and homeowner insurance for Richmond American's homebuyers, and provide general liability insurance for MDC subsidiaries and most of Richmond American's subcontractors.

MDC is subject to the informational reporting requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith is obligated to file reports, proxy statements, and other information, including financial statements, with the SEC. Such filings, including particularly MDC's Annual Report on Form 10-K for the fiscal year ended December 31, 2020, as filed with the SEC on February 2, 2021, and MDC's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2021, as filed with the SEC on October 28, 2021, set forth, among other things, certain data relative to such consolidated results of operations and financial position of MDC and its subsidiaries as of such dates. The SEC maintains an internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including MDC. The address of such internet web site is www.sec.gov. All documents subsequently filed by MDC pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of MDC's Annual Report and related financial statements, prepared in accordance with generally accepted accounting standards, are also available from MDC on MDC's website at www.mdcholdings.com.

The foregoing internet websites and references to filings with the SEC are included for reference only, and the information on such websites and on file with the SEC are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such websites. Neither Richmond American nor MDC is obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes and investors should not rely on the information and financial statements contained on such websites in evaluating whether to buy, hold or sell the 2022 Bonds. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the City, the District or the Underwriter.

VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A

The Appraisal

General. Integra Realty Resources, Sacramento, California (the "**Appraiser**") prepared an appraisal report with a date of value of December 3, 2021 (the "**Appraisal**"). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The appraised properties consist of all of the taxable property in the boundary of Improvement Area A, which has ownership spread among individual homeowners, the Merchant Builders (and any related landbanks, which have subsequently been acquired by the Merchant Builders) and the Developer. Upon buildout, Improvement Area A is expected to be comprised of 707 single family homes. Improvement Area A also includes approximately 17.72 acres formerly planned for commercial development owned by the Limoneira Company; however, Limoneira Company plans to re-entitle these parcels for residential use, which could be for sale residential units or apartments or a mix of both. Because the ultimate development of the 17.72 acres is unknown, no Special Tax Revenues have been assumed from the property in the 2022 Bonds and the property is not included within the property appraised.

Value Estimates. The Appraisal provides an estimated "not-less than" value of the appraised property as of the date of value (based on the hypothetical condition the improvements to be financed by the 2022 Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value (based on the hypothetical condition, defined below) of all the land in Improvement Area A. The property appraised excludes property in Improvement Area A designated for public and quasi-public purposes.

The aggregate value estimate for the appraised properties as of the December 3, 2021 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions set forth in the Appraisal, and based on the ownership of the property as of that date, is $309,151,630. The Appraisal indicates that as a result of the analysis therein, it is the opinion of the Appraiser that the aggregate, or cumulative, value, in accordance with the general and

extraordinary assumptions, and limiting and hypothetical conditions, set forth in the attached document, as of December 3, 2021, are as follows:

Value by Ownership	No. of Parcels	Value Conclusion
Individual Homeowners[(1)]	162	$106,050,000
Lennar Homes of California, Inc. (and its prior landbank)	103	53,781,777
Richmond American	96	31,376,665
K Hovnanian (and its prior landbank)	65	11,555,486
Developer/Limoneira Company	121	12,674,664
Assessed Value of Homes Sold[(2)]	160	$93,713,037
Total Aggregate (Cumulative) Value	**707**	**$309,151,630**

(1) Represents homes that were converted to individual home owners between January 1, 2021 and December 3, 2021.
(2) Represents homes that were converted prior to January 1, 2021.

Hypothetical Condition. *The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the ~~2020~~ 2022 Bonds are available to reimburse for infrastructure improvements completed.*

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, some of which include the following. See "APPENDIX B – THE APPRAISAL."

- The value estimates assume the completion of the public facilities to be financed by the 2022 Bonds. See "THE IMPROVEMENTS."

- The Appraisal relies on infrastructure and development cost estimates from the Developer, as well as presumed Special Taxes and 2022 Bond proceeds expected to be available. Accordingly, the value estimate is connected to such estimates of infrastructure and development costs, Special Taxes and 2022 Bond proceeds; any changes to these variables may necessarily affect the estimated value. The estimates of market value account for the impact of the lien of the Special Taxes securing the 2022 Bonds.

- The Appraiser has assumed that there is no hazardous material on or in the property that would cause a loss in value. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See "APPENDIX B – THE APPRAISAL" hereto for a description of certain assumptions made by the Appraiser. Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

COVID-19. The Appraisal includes the following statement: "As of the date of value, the economy (globally, nationally, and locally) was in a state of rapid transition with a widespread expectation of a significant recession. The outbreak of COVID-19 (coronavirus disease of 2019) in China was declared a global pandemic by the World Health Organization (WHO) on March 11, 2020. Some market deterioration had occurred shortly before this date, but the declaration by the WHO soon led to municipal and statewide orders to "shelter in place," causing widespread closures of businesses and a massive disruption to general commerce. The status of economic conditions is changing rapidly, creating great uncertainty in the markets. Our analysis of these and related issues is presented in the

attached report. The values expressed herein represent our opinion based on the best available data reflective as of the date of value. While values are always subject to change over time, we caution the reader that in the current economic climate, market volatility creates the potential for a pronounced change in value over a relatively short period of time."

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser's review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser's opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser's opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months.

No assurance can be given that a sale of the property in bulk by the Developer or the Merchant Builders could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout Improvement Area A; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2022 Bonds are outstanding in that the City has no control over the market value of the property within Improvement Area A or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See "–Overlapping Liens and Priority of Lien" below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within Improvement Area A and the principal amount of the 2020 Bonds and 2022 Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within Improvement Area A cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within Improvement Area A unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of Improvement Area A could, without the consent of the City and in certain cases without the consent of the owners of the land within Improvement Area A, impose additional taxes or assessment liens on the land within Improvement Area A. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on

the land within Improvement Area A through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Merchant Builders or other merchant builder(s) purchasing lots from the Developer, or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within Improvement Area A, however, will be subordinate to the lien of the Special Tax.

Appraised Value to Lien Ratios by Development Status. The following table sets forth appraised value, the Fiscal Year 2022-23 special tax, allocable amount of 2020 Bonds and 2022 Bonds, and average value to lien ratios by land use classification as set forth in the Special Tax Formula, based on the status of development in Improvement Area A as of December 3, 2021 (the Appraiser's date of value), and on assumptions detailed therein.

Table 1
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Value to Lien Ratios – By Development Status as of December 3, 2021[(1)]

Status[(1) (2)]	Buildout Units	Appraised Property Value[(3)]	Estimated FY 2022-23 Special Tax A Levy[(4)]*	Percentage of FY 2022-23 Special Tax A Levy [(5)]	2020 Bonds and 2022 Bonds Principal[(5)]*	Value-to-Lien Ratio*
Developed Residential	491	$285,523,181	$1,552,063	93.56%	$32,966,358	8.66:1
Undeveloped Residential	216	23,628,449	106,808	6.44	2,268,642	10.42:1
Totals	**707**	**$309,151,630**	**$1,658,871**	100.00%	**$35,235,000**	**8.77:1**

** Preliminary, subject to change.*

(1) Per the Special Tax Formula, developed status applies to parcels with a building permit issued as of May 1, 2022. There were 128 building permits issued between May 1, 2021 and December 3, 2021. Property originally planned for non-residential development has been excluded because it is now projected to be developed to a non-taxable land use.
(2) Special Tax A for Undeveloped Property is allocated proportionately by acreage.
(3) Based on the date of value of December 3, 2021 in the Appraisal, and allocated to lots by Willdan.
(4) Represents Special Tax A to be levied on parcels for FY 2022-23, assuming no further development beyond December 3, 2021.
(5) Allocated based on the estimated FY 2022-23 levy.

Source: Willdan Financial Services.

Value to Lien Ratios by Category. The following table sets forth the appraised values, the Fiscal Year 2022-23 special tax levy, allocable amount of 2020 Bonds and 2022 Bonds, and corresponding value-to-lien ratios by ranges based on building permits issued as of December 3, 2021 (the Appraiser's date of value).

Table 2
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Value-to-Lien Stratification Based Upon Development Status as of December 3, 2021

Value-to-Lien Category[(1)]	Taxable Parcels[(2)]	Appraised Property Value[(3)]	Estimated FY 2022-23 Special Tax A Levy[(4)]	Percentage of FY 2022-23 Special Tax A Levy[(5)]	2020 Bonds and 2022 Bonds Principal[(5)]*	Value-to-Lien Ratio*
Less than 3.00:1	46	$5,715,144	$116,866	7.04%	$2,482,272	2.30:1
3.00:1 to 4.99:1	0	0	0	0.00	0	NA
5:00:1 to 8.99:1	212	134,986,676	787,728	47.49	16,731,622	8.07:1
9.00:1 to 10.99:1	374	132,979,843	610,003	36.77	12,956,676	10.26:1
Greater than 11.00:1	75	35,469,967	144,274	8.70	3,064,429	11.57:1
Totals	**707**	**$309,151,630**	**$1,658,871**	**100.00%**	**$35,235,000**	**8.77:1**

** Preliminary, subject to change.*

(1) The Value-to-Lien Category "Less than 3.00:1" represents lots with building permits issued but no construction activity.
(2) FY 2021-22 Assessor's Parcels included in the CFD and not exempt or expected to be exempt from Special Taxes in the future.
(3) Based on the Appraisal Report's appraised value as of December 3, 2021. Assessed Value used for parcels that have closed to homeowners as of January 1, 2021.
(4) Represents estimated Special Tax A levied on parcels for FY 2022-23, assuming no further development beyond December 3, 2021 and including $35,000 for CFD administrative expenses.
(5) Allocated based on the estimated FY 2022-23 levy.

Source: Willdan Financial Services.

Value to Lien Ratios by Owner. The following table sets forth the appraised values, projected Fiscal Year 2022-23 special tax levy, allocable amount of 2020 Bonds and 2022 Bonds, and corresponding value-to-lien ratios by ownership entity.

Table 3
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Value to Lien Ratios by Owner

Owner[1]	Taxable Parcels[2]	Appraised Property Value[3]	Estimated FY 2022-23 Special Tax A Levy[4]*	% of FY 2021-22 Special Tax A Levy[5] *	2020 Bonds & 2022 Bonds Principal[5] *	Value-to-Lien Ratio*
Individuals	322	$199,763,037	$1,048,161	63.19%	$22,263,315	8.97:1
Richmond American Homes	96	31,376,665	207,820	12.53	4,414,164	7.11:1
Lennar Homes of California Inc. [6]	103	53,781,777	238,187	14.36	5,059,172	10.63:1
K. Hovnanian [7]	65	11,555,486	104,871	6.32	2,227,490	5.19:1
Developer	121	12,674,664	59,832	3.61	1,270,859	9.97:1
Totals	**707**	**$309,151,630**	**$1,658,871**	**100.00%**	**$35,235,000**	**8.77:1**

** Preliminary, subject to change.*

(1) The Value-to-Lien Category "Less than 3.00:1" represents lots with building permits issued but no construction activity.
(2) FY 2021-22 Assessor's Parcels included in the CFD and not exempt or expected to be exempt from Special Taxes in the future.
(3) Based on the date of value of December 3, 2021 in the Appraisal. Assessed Value used for parcels that have closed to homeowners as of January 1, 2021.
(4) Represents estimated Special Tax A to be levied on parcels for FY 2022-23, assuming no further development beyond December 3, 2021, and including $35,000 for CFD administrative expensive.
(5) Allocated based on the estimated FY 2022-23 levy.
(6) Includes ___ lots currently owned by _____ as of _____.
(7) Includes ___ lots currently owned by _____ as of _____.

Source: Willdan Financial Services.

Value to Lien Ratios by Production Type of Home. The following table sets forth the appraised values, projected Fiscal Year 2021-22 special tax levy, allocable amount of 2020 Bonds and 2022 Bonds and corresponding value-to-lien ratios by project/neighborhood for the various Merchant Builders currently selling homes in Improvement Area A (as well as land bank Arroyo Cap) and the remaining land owned by the Developer and the Limoneira Company.

Table 4
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Value-to-Lien by Project/Owner

Use/Project/ Neighborhood	Owner	Units at Buildout[1]	Developed Units[2]	Appraised Property Value[3]	Estimated FY 2022-23 Special Tax A Levy[4]	Percentage of FY 2022-23 Special Tax A Levy[5]	2020 Bonds and 2022 Bonds Principal[5] *	Value-to-Lien Ratio*
Beechtree	Richmond American	36	36	$24,480,000	$141,449	8.53%	$3,004,426	8.15:1
	Individuals	42	42	28,320,007	164,482	9.92	3,493,657	8.11:1
Willow	Richmond American	60	16	6,896,665	66,371	4.00	1,409,738	4.89:1
Wildflower	Individuals	61	61	37,576,647	208,139	12.55	4,420,940	8.50:1
Lavender	Lennar Homes	26	26	17,680,000	75,664	4.56	1,607,134	11.00:1
	Individuals	42	42	28,560,000	121,611	7.33	2,583,066	11.06:1
Orchard Heights	Individuals	55	55	36,607,225	223,248	13.46	4,741,874	7.72:1
Vinelands	Lennar Homes[6]	77	53	36,101,777	162,523	9.80	3,452,038	10.46:1
	Individuals	63	63	35,316,292	180,606	10.89	3,836,134	9.21:1
Sage	K. Hovnanian[7]	65	38	11,555,486	104,871	6.32	2,227,490	5.19:1
	Individuals	59	59	33,382,866	150,075	9.05	3,187,644	10.47:1
Lavender/Willow	Master Developer	121	0	12,674,664	59,832	3.61	1,270,859	9.97:1
Totals		**707**	**491**	**$309,151,630**	**$1,658,871**	**100.00%**	**$35,235,000**	**8.77:1**

* *Preliminary, subject to change.*
(1) Number of residential units constructed or planned for construction.
(2) Projected FY 2022-23 Assessor's Parcels included in the CFD and not exempt from Special Taxes.
(3) Based on Appraisal Report with a date of value of December 3, 2021. Assessed Value used for parcels that have closed to homeowners as of January 1, 2021.
(4) Represents Special Tax A to be levied on parcels for FY 2022-23, assuming no further development beyond December 3, 2021 and including $35,000 for CFD administrative expenses.
(5) Allocated based on the estimated FY 2022-23 levy.
(6) Includes ___ lots currently owned by _____ as of _____.
(7) Includes ___ lots currently owned by _____ as of _____.
Source: Willdan Financial Services.

Special Tax Collections and Delinquencies

The following table shows a history of special tax collections and delinquencies in Improvement Area A. Although the County has adopted the "Teeter Plan" with respect to ad valorem property taxes levied in the County, the "Teeter Plan" will not apply to the Special Taxes levied in the District and, accordingly, the City will receive only the actual collections of the Special Tax received by the County.

Table 5
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Special Tax Collections and Delinquencies[1]

			Delinquencies at Fiscal Year End			Delinquencies as of January 2022		
Fiscal Year	Parcels Levied	Amount Levied	Parcels Delinquent	Amount Delinquent	Percent Delinquent	Parcels Delinquent	Amount Delinquent	Percent Delinquent
2019-20[2]	16	$83,232	0	0	0.00%	0	$0	0.00%
2020-21	177	$959,200	9	$57,376	5.98	0	$0	0.00%
2021-22[3]	363	$1,074,989	NA	NA	NA	7	$32,662	6.08%

(1) No levy prior to FY 2019-20.
(2) FY 2019-20 levy based on 25 building permits issued prior to March 1, 2019; only 16 parcels were levied because the subdivision of certain parcels had not yet been reflected in the County property tax rolls at the time the levy was submitted.
(3) Delinquency rate based on first installment payment data only.
Source: Ventura County Tax Collector as compiled by Willdan Financial Services

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within Improvement Area A, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area A. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area A. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area A.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within Improvement Area A. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in Improvement Area A is also subject to the following additional community facilities district charges for services, both within Improvement Area A and for Harvest Community Facilities District No. 2 established to pay certain services provided by the County.

Table 6
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Summary of Overlapping Debt
As of January 1, 2022

Appraised Value: $309,151,630

DIRECT AND OVERLAPPING ASSESSMENT DEBT:	% Applicable	Debt 1/1/22
Ventura County Community College District	0.095%	$244,602
Santa Paula Unified School District (former High School District bonds)	4.448%	1,112,393
Santa Paula Unified School District (former Elementary School District Bonds)	5.758%	906,671
Santa Paula Unified School District School Facilities Improvement District	5.758%	2,051,456
City of Santa Paula Community Facilities District No. 1, I.A. A	**100.000%**	**35,235,000**
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$39,550,122
OVERLAPPING GENERAL FUND DEBT:		
Ventura County General Fund Obligations	0.095%	$289,272
Ventura County Superintendent of Schools Certificates of Participation	0.095%	7,456
TOTAL OVERLAPPING GENERAL FUND DEBT		$296,728
COMBINED TOTAL DEBT		$39,846,850

(1) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital least obligations.

Ratios to Appraised Value:	
Direct Debt ($35,235,000)	**11.40%**
Total Direct and Overlapping Tax and Assessment Debt	12.79%
Combined Total Debt	12.89%

Note: Includes the 2022 Bonds, but excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc. as compiled by Willdan Financial Services.

There can be no assurance that the Developer, the Merchant Builders, homeowners or subsequent owners will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City, the Developer or the Merchant Builders.

Private liens, such as deeds of trust securing loans obtained by the Developer, the Merchant Builders or another merchant builder, may be placed upon property in Improvement Area A at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Tax Burden on Single-Family Home

The following table sets forth the estimated tax burden for a home with 2,189 square feet in the Vineland residential development, which is one of the developments within Improvement Area A.

Table 7
City of Santa Paula
Harvest Community Facilities District No. 1
Improvement Area A
Estimated Sample Tax Bill for a Developed Property
Fiscal Year 2021-22

Project		Vineland
Square Footage		2,189
Estimated Assessed Value		$559,000
Homeowner's Exemption		(7,000)
Equals: Net Taxable Assessed Value		$552,000
Fiscal Year 2021-22 Tax Distribution	**Tax Rate**	**Tax Amounts**
Ad Valorem Taxes[1]		
1% Tax on Net Value	1.000000%	$5,520.00
Elementary School Bond Santa Paula	0.027100	149.59
Santa Paula USD Bond	0.059200	326.78
Ventura Community College Bond	0.014800	81.70
Santa Paula High School Bond #2	0.034900	192.65
United Water Conservation	0.022226	122.69
Total Ad Valorem	1.158226%	$6,393.41
Fixed Rate Levies		
Zn2 Santa Paula NPDES		$2.14
Zn2 Santa Paula WPD NPDES		3.58
Vector Control		3.58
Zn2 Flood Control Maintenance		14.64
BLNCHRD/Santa Paula LIB District		40.00
Harvest CFD 2		241.28
Total Fixed Rate Levies		$305.22
CFD No. 1 IA-A		
Assigned Special Tax A[2]		$3,079.62
Assigned Special Tax B[3]		97.66
Total Fixed Rate Levies		$3,177.28
Total on Net Value		$9,875.91
Total Effective Tax Rate (as % of Net Taxable Assessed Value)		1.77%

(1) Estimated based on actual FY 2021-22 ad valorem rates.
(2) The Assigned Special Tax Rate A escalates by 2% each July 1.
(3) The Assigned Special Tax Rate B escalates by between 2% and 6% each July 1.
Source: Willdan Financial Services.

SPECIAL RISK FACTORS

The purchase of the 2022 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2022 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2022 Bonds. The 2022 Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2022 Bonds will be limited to the Special Tax to be collected within Improvement Area A.

Concentration of Ownership

Land in Improvement Area A is currently owned by the Developer, Limoneira Company, the Merchant Builders and, to a lesser extent, individual homeowners. Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2022 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Developer, Limoneira Company, the Merchant Builders or any future owner of significant property subject to the Special Taxes in Improvement Area A to pay installments of Special Taxes when due could cause the depletion of amounts in the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to pay debt service on the 2022 Bonds. For a description of the Developer, Limoneira Company, and the Merchant Builders, see "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A." In that event, there could be a delay or failure in payments on the 2022 Bonds. See "– Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within Improvement Area A. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the 2022 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in Improvement Area A could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within Improvement Area A is a critical factor in determining the investment quality of the 2022 Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within Improvement Area A as of the date indicated. No assurance can be given that the property values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the City nor the Underwriter has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the City is issuing the 2022 Bonds without regard to any such evaluation. Thus, the issuance of the 2022 Bonds in no way implies that the City or the Underwriter has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in Improvement Area A or the value of property in Improvement Area A.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2022 Bonds should it be necessary for the City to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2022 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within Improvement Area A will be completed, and in assessing the investment quality of the 2022 Bonds, prospective purchasers should evaluate the risks of noncompletion.

Neither the Developer nor the Merchant Builders provides assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. Neither the Developer nor the Merchant Builders has an obligation to the City or to owners of the 2022 Bonds to complete the project.

Risks of Real Estate Investment Generally. Continuing development of land within Improvement Area A may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in Improvement Area A may also be affected by development in surrounding areas, which may compete with development in Improvement Area A. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within Improvement Area A will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within Improvement Area A will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in Improvement Area A in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in Improvement Area A and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding Improvement Area A, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity. The City is located within Earthquake Zone 4, which is described as the highest risk zone in California.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although land in Improvement Area A is not in a high-risk area for landslides, floods, wildfires or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could

be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Wildfires. In recent years portions of California have experienced outbreaks of wildfires that have burned thousands of acres at a time and destroyed thousands of homes and structures. The City borders to wildlands and wildfires in the area of the City have occurred, including most recently by the Maria fire in late October 2019 which burned approximately 10,000 acres in the vicinity of the City. Although the District is not within a forested or heavily vegitated area there can be no assurance that the structures within the District will not be impacted by wildfires in the future.

Drought. California has been subject to droughts from time-to-time in the past. Although the Developer does not believe any future drought would impact development in Improvement Area A, no assurances can be given in this regard.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in Improvement Area A may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within Improvement Area A would affect the marketability and the value of some or all of the property in Improvement Area A. In that event, the owners and operators of a parcel within Improvement Area A may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within Improvement Area A and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within Improvement Area A by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within Improvement Area A has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within Improvement Area A resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within Improvement Area A that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Developer and the Merchant Builders believe that no federally listed endangered or threatened species would be affected by their proposed development within Improvement Area A, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in Improvement Area A or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2022 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area A. See also "– Property Values and Property Development – COVID-19 Outbreak" directly above.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum special tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2022 Bonds.

In addition to the maximum special tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2022 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2022 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency

in the collection of Special Tax revenues. See "– Tax Delinquencies" below. ~~There is currently no history of tax levies in Improvement Area A.~~

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2022 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within Improvement Area A. See " – FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within Improvement Area A but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2022 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2022 Bonds. To the extent that property in Improvement Area A continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund established for the 2022 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2022 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2022 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed

before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the "**Bankruptcy Reform Act**") passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code's automatic stay provisions, "the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition" by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as "administrative expenses," rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within Improvement Area A who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as "administrative expenses" of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994

both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term *"ad valorem* taxes."

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area A.

Property in Improvement Area A is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in Improvement Area A is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Harvest Community Facilities District No. 2. The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA A – Estimated Tax Burden on Single Family Home."

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2022 Bonds. The principal of and interest on the 2022 Bonds are payable from the Special Tax authorized to be collected within Improvement Area A, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area A. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area A. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area A. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays" above.

There can be no assurance that property owners within Improvement Area A will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within Improvement Area A, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in Improvement Area A. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in Improvement Area A. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within Improvement Area A on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2022 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the Reserve Fund, if available, may be used to pay principal of and interest on the 2022 Bonds. If funds in the Reserve Fund are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2022 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within Improvement Area A at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2022 Bonds do not contain a provision allowing for the acceleration of the 2022 Bonds in the event of a payment default or other default under the terms of the 2022 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2022 Bond holder is given the right for the equal benefit and protection of all 2022 Bond holders similarly situated to pursue certain remedies. So long as the 2022 Bonds are in book-entry form, DTC will be the sole 2022 Bond holder and will be entitled to exercise all rights and remedies of 2022 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of land in Improvement Area A. See "–Property Values and Property Development – Land Development" above. See also "–Voter Initiatives" below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2022 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the City for Improvement Area A were each authorized by not less than a two-thirds vote of the landowners within Improvement Area A who constituted the qualified electors at the time of such voted authorization. The City believes, therefore, that issuance of the 2022 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the City and Improvement Area A can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the "**CCFD**") established by the City of San Diego. The CCFD is a financing district established under the City's charter (the "**Charter**") and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City's Charter and with applicable provisions of the California Constitution -- specifically Article XIIIA, section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district.…") and Article XIIIC, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to Improvement Area A, there were no registered voters within Improvement Area A at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election in Improvement Area A.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

> 53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters….
>
> 53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] … shall …. be commenced within 30 days after the voters approve the issuance of the bonds or the special tax …

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax…."

Landowner voters approved the Special Taxes and the issuance of bonds for Improvement Area A in compliance with all applicable requirements of the Mello-Roos Act in 2018. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated

that it did not consider the facts presented by Improvement Area A and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Recent Changes in Tax Law

H.R. 1 of the 115th U.S. Congress, known as the "Tax Cuts and Jobs Act," was enacted into law on December 22, 2017 (the "**Tax Act**"). The Tax Act makes significant changes to many aspects of the Code that could have an impact on future property development. The Tax Act reduces the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within Improvement Area A and could adversely affect the sale of homes by the Merchant Builders and other merchant builders. However, neither the City nor the Developer can predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in Improvement Area A, the rate at which homes in Improvement Area A are sold to individual homeowners, or the ability or willingness of homeowners to pay special taxes or property taxes on Taxable Property within Improvement Area A. The appraised values do not take into account any of the potential impacts of the Tax Act on home values or home sales in Improvement Area A.

COVID-19 Pandemic

The ongoing COVID-19 coronavirus pandemic, and responses intended to slow its spread, may result in negative impacts to the homebuilding operations and sales of homes within Improvement Area A. In addition, no assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Tax Revenues by the City for the payment of the 2022 Bonds.

None of the merchant builders have experienced any stoppage in development or construction activities with respect to the land in Improvement Area A.

The COVID-19 outbreak is ongoing, and its duration and severity and economic effects are uncertain in many respects. Uncertain too are the additional actions that may be taken by federal, State and local governmental authorities to contain or mitigate the effects of the outbreak. Negative impacts on the collection of Special Taxes could occur because Special Tax payments are deferred, or some taxpayers may be unable to make their property and special tax payments. The negative impacts of COVID-19 and efforts to contain its spread may reduce or negatively affect the pace of development activity in Improvement Area A, as well as home sales, home prices, property values and/or the ability or willingness of property owners to pay Special Taxes levied upon their property, all of which could impact the City's ability to pay debt service on the 2022 Bonds.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or Improvement Area A, or the administration of the 2022 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2022 Bonds, including

without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within Improvement Area A, including the Developer, the Merchant Builders and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIIIA of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIIIA requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIIIA of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within Improvement Area A.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIIIB of the State Constitution. Article XIIIB prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as

debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2022 Bonds to provide certain financial information and operating data relating to Improvement Area A by not later than April 1 after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2020-21 fiscal year (due April 1, 2022) and to provide notices of the occurrence of certain enumerated events. The first report, due April 1, 2022, shall consist solely of this Official Statement.

The covenants of the City will be made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, as amended (the "**Rule**"). A default under the Continuing Disclosure Certificate will not, by itself, constitute an Event of Default under the Fiscal Agent Agreement, and the sole remedy in the event of any failure of the City to comply will be an action to compel specific performance.

The City and its related entity, the Santa Paula Utility Authority, have previously entered into continuing disclosure undertakings under the Rule. During the past five years, the City or the Santa Paula Utility Authority, as applicable, has failed to comply with its continuing disclosure obligations with respect to certain revenue bonds issued in 2010 and 2019, and certain wastewater bonds issued in 2010 and 2015, including as follows:

- The City's audited financial statements for Fiscal Year 2017-18 were filed approximately 2 weeks late and the required financial information and operating data for Fiscal Year 2017-18 was filed approximately 5 months late, and the City did not file any Failure to File Notice with respect to the late filings.

- The City's audited financial statements for Fiscal Year 2018-19 were filed approximately five months late, and the required financial information and operating data for Fiscal Year 2018-19 was filed approximately 2 months late.

- The City's annual report for Fiscal Year 2019-20 was filed approximately six months late.

The specific nature of the information to be contained in the report or the notices of listed events by the City is shown in "APPENDIX E — FORM OF CONTINUING DISCLOSURE UNDERTAKING." To assist the City with complying with its continuing disclosure undertaking related to the 2022 Bonds, the City anticipates engaging Willdan Financial Services to serve as dissemination agent. In addition, the City has undertaken measures to begin the preparation of its audited financial statements earlier than years past to ensure its completion by March 31 of the following fiscal year.

UNDERWRITING

The 2022 Bonds were purchased through negotiation by Stifel, Nicolaus & Company, Incorporated, as underwriter (the "**Underwriter**"). The Underwriter agreed to purchase the 2022 Bonds at a price of $_____ (which is equal to the par amount of the 2022 Bonds, plus/less

an original issue premium/discount of $_____ and less the Underwriter's discount of $_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2022 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained NHA Advisors, San Rafael, California, as registered municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the 2022 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the 2022 Bonds.

LEGAL OPINION

The validity of the 2022 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2022 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2022 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2022 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2022 Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2022 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2022 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2022 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The

original issue discount accrues over the term to maturity of the 2022 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2022 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2022 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2022 Bonds who purchase the 2022 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2022 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2022 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2022 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2022 Bond (said term being the shorter of the 2022 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2022 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2022 Bond is amortized each year over the term to maturity of the 2022 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2022 Bond premium is not deductible for federal income tax purposes. Owners of premium 2022 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2022 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2022 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2022 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2022 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2022 Bonds, or as to the consequences of owning or receiving interest on the 2022 Bonds, as of any future date. Prospective purchasers of the 2022 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2022 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2022 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2022 Bonds, the ownership, sale or disposition of the 2022 Bonds, or the amount, accrual or receipt of interest on the 2022 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2022 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2022 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2022 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2022 Bonds, or in any way contesting or affecting the validity or enforceability of the 2022 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2022 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council, as the legislative body of the District.

CITY OF SANTA PAULA

By: _____
City Manager

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B

THE APPRAISAL

APPENDIX C

THE CITY OF SANTA PAULA AND VENTURA COUNTY

*Improvement Area A of the District is located in the City of Santa Paula (the "**City**"), which is located in Ventura County (the "**County**"), California (the "**State**"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2022 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.*

General Description and Location

The City was incorporated in April 22, 1902. The City is the geographic center of the County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and the rugged mountain peaks of Santa Paula Peak, the Nordhoff Range and the Topa Topas. Orange, lemon and avocado groves abound in this area. In fact, the City is at times referred to as the "Citrus Capital of the World." The City is also noted for avocado producing and processing in addition to serving as a distribution point for citrus products in the United States. The City's increasingly diverse economy also includes metal fabrication and high technology manufacturing in support of defense and environmental industries.

The City is located approximately 65 miles northwest of Los Angeles and 10 miles east of Ventura, and is 14 miles from the coastline of the Pacific Ocean. The area within the City limits comprises approximately 5.4~~.~~ square miles.

Municipal Government

The City operates under a Council/Manager form of government with a five-member City Council, City Clerk and City Treasurer elected at-large for four-year terms. City Council members, in separate session, also serve as the governing board of the Successor Agency to the Santa Paula Redevelopment Agency, the Santa Paula Utility Authority and Santa Paula Public Financing Authority.

The City is a full-service city providing services such as Police; General Administrative Services; Storm Drains and Streets; Planning and Zoning; Building and Safety; Water, Sewer and Reuse Services. Although the City maintains the wastewater lines, the treatment plant operation and maintenance services are provided under contract. Fire services are provided by the Ventura County Fire Protection District.

Population

Population figures for the City, the County and the State for the last five years are shown in the following table.

CITY OF SANTA PAULA, VENTURA COUNTY AND THE STATE OF CALIFORNIA
Population Estimates
Calendar Years 2017 through 2021 as of January 1

Calendar Year	City of Santa Paula	Ventura County	State of California
2017	30,732	848,232	39,352,398
2018	30,767	848,112	39,519,535
2019	30,547	844,259	39,605,361
2020	30,386	841,219	39,648,938
2021	30,691	835,223	39,466,855

Source: State Department of Finance estimates.

Employment and Industry

The City is included in the Oxnard Thousand Oaks Ventura Statistical Area ("**MSA**"), which includes all of Oxnard Thousand Oaks Ventura County. The unemployment rate in the Ventura County was 4.4 percent in November 2021, up from a revised 5.0 percent in October 2021, and below the year-ago estimate of 6.4 percent. This compares with an unadjusted unemployment rate of 5.4 percent for California and 3.9 percent for the nation during the same period.

Set forth below is data from calendar years 2016 to 2020 reflecting the County's civilian labor force, employment and unemployment. These figures are county-wide statistics and may not necessarily accurately reflect employment trends in the City. Due to the COVID-19 pandemic, more recent information could be materially different from the historical numbers shown below.

OXNARD THOUSAND OAKS VENTURA MSA
(Ventura County)
Annual Average Labor Force and Employment by Industry
Calendar Years 2016 through 2020
(March 2020 Benchmark)

	2016	2017	2018	2019	2020
Civilian Labor Force [1]	425,300	423,900	423,100	421,400	408,900
Employment	403,100	404,700	406,800	405,900	373,900
Unemployment	22,300	19,200	16,300	15,500	35,000
Unemployment Rate	5.2%	4.5%	3.8%	3.7%	8.6%
Wage and Salary Employment: [2]					
Agriculture	25,200	23,800	24,300	24,700	25,100
Mining and Logging	900	900	900	900	900
Construction	14,600	15,700	16,800	17,100	16,700
Manufacturing	25,700	25,600	26,200	26,400	25,600
Wholesale Trade	13,000	13,200	13,100	13,100	12,800
Retail Trade	39,700	39,800	39,200	38,300	34,800
Transportation, Warehousing and Utilities	6,000	6,100	6,300	6,300	6,100
Information	5,300	5,300	5,400	5,200	3,900
Financial Activities	17,400	16,900	16,400	15,900	15,700
Professional and Business Services	40,900	42,200	42,900	44,400	42,600
Educational and Health Services	44,400	45,900	47,700	49,600	48,500
Leisure and Hospitality	36,400	37,200	37,800	38,500	29,900
Other Services	9,600	9,600	9,500	9,700	8,200
Federal Government	7,400	7,300	7,300	7,400	7,800
State Government	2,900	3,000	3,000	3,100	3,000
Local Government	36,300	36,600	36,600	36,600	34,100
Total All Industries [3]	325,700	329,200	333,400	337,500	315,700

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Largest Employers

The following table lists the major employers within the County, listed in alphabetical order without regard to the number of employees, as of December 2021.

VENTURA COUNTY
Major Employers
As of December 2021

Employer Name	Location	Industry
Adventist Health Simi Valley	Simi Valley	Hospitals
Amgen Inc	Thousand Oaks	Biological Specimens-Manufacturers
Baxter Healthcare	Westlake Village	Physicians & Surgeons Equip & Supls-Mfrs
Community Memorial Health Syst	Ventura	Health Care Management
Haas Automation Inc	Oxnard	Machinery-Manufacturers
Harbor Freight Tools	Camarillo	Tools-New & Used
Kaiser Permanente Ventura 888	Ventura	Medical Centers
Los Robles Hospital	Thousand Oaks	Hospitals
Moorpark College	Moorpark	Junior-Community College-Tech Institutes
Nancy Reagan Breast Ctr	Simi Valley	Diagnostic Imaging Centers
NATIONAL Guard	Port Hueneme	Government Offices-State
Naval Air Warfare Ctr Weapons	Point Mugu Nawc	Federal Government-National Security
Naval Base Ventura County	Point Mugu Nawc	Military Bases
Ojai Valley Inn	Ojai	Hotels & Motels
Oxnard College	Oxnard	Junior-Community College-Tech Institutes
Pentair Aquatic Systems	Moorpark	Swimming Pool Equipment & Supls-Retail
Port Hueneme Div Naval	Port Hueneme Cbc	Military Bases
Rancho Simi Recreation Prk Dst	Simi Valley	Swimming Pools-Public
Simi Valley City	Simi Valley	City Hall
Simi Valley City Manager	Simi Valley	Government Offices-City/Village & Twp
Smuckers J M Co	Oxnard	Food Products & Manufacturers
St John's Regional Medical Ctr	Oxnard	Hospitals
Ventura County Medical Ctr	Ventura	Hospitals
Ventura County Office of Edu	Camarillo	School Districts
Ventura County Sherriff's Ofc	Ventura	County Govt-Correctional Institutions

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2022 1st Edition.

Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables. Annual figures are yet not available for calendar year 2021. Due to the COVID-19 pandemic, more recent information could be materially different from the historical numbers shown below.

Total taxable sales during two quarters of calendar year 2021 in the City were $128,591,217, a 17.01% increase in the total taxable sales of $109,893,830 reported during two quarters of calendar year 2020.

CITY OF SANTA PAULA
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2016	286	171,308	508	228,713
2017	307	176,639	539	238,331
2018	219	183,569	548	255,344
2019	311	160,447	587	228,657
2020	320	154,898	611	224,778

Source: State Board of Equalization. Taxable Sales in California (Sales & Use Tax) for year 2016. State Department of Tax and Fee Administration for year 2017-2020.

Total taxable sales during two quarters of calendar year 2021 in the County were $8,254,952,689, a 27.64% increase in the total taxable sales of $6,467,430,869 reported during two quarter of calendar year 2020.

VENTURA COUNTY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2016	15,595	9,774,880	26,161	13,745,950
2017	15,751	10,102,010	26,392	13,901,215
2018	15,632	10,486,735	26,954	14,323,432
2019	15,822	10,696,199	27,755	14,800,284
2020	16,502	10,520,368	29,143	14,392,330

Source: State Board of Equalization. Taxable Sales in California (Sales & Use Tax) for year 2016. State Department of Tax and Fee Administration for year 2017-2020.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the City of Santa Paula, the County of Ventura, the State and the United States for the period 2018 through 2022.

CITY OF SANTA PAULA, COUNTY OF VENTURA,
STATE OF CALIFORNIA, AND THE UNITED STATES
Effective Buying Income
2018 through 2022

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2018	City of Santa Paula	$551,135	$51,259
	Ventura County	26,565,506	71,934
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Santa Paula	$533,224	$48,016
	Ventura County	26,149,018	70,618
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Santa Paula	$558,393	$52,555
	Ventura County	27,287,576	73,421
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Santa Paula	$551,938	$51,988
	Ventura County	27,012,778	73,720
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Santa Paula	$641,559	$63,462
	Ventura County	30,971,100	86,193
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448

Source: The Nielsen Company (US), Inc for year 2018; Claritas, LLC for 2019 and 2022.

Construction Activity

The following table shows a five year summary of the valuation of building permits issued in the City.

CITY OF SANTA PAULA
Total Building Permit Valuations
Calendar Years 2016 through 2020
(valuations in thousands)

	2016	2017	2018	2019	2020
Permit Valuation					
New Single-family	$1,120.7	$505.8	$760.2	$56,133.3	$63,407.5
New Multi-family	0.0	0.0	0.0	0.0	0.0
Res. Alterations/Additions	1,063.5	1,992.7	1,411.7	431.1	470.1
Total Residential	2,184.2	2,498.5	2,171.9	56,564.4	63,877.6
New Commercial	900.5	10.0	1,473.1	4,952.2	3,511.7
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	3,531.6	492.7	1,351.7	1,835.7	2,330.1
Com. Alterations/Additions	1,698.8	822.5	1,250.8	732.7	890.4
Total Nonresidential	$6,130.9	$1,325.2	$4,075.6	$7,520.6	$6,732.2
New Dwelling Units					
Single Family	4	3	3	145	178
Multiple Family	0	0	0	0	0
TOTAL	4	3	3	145	178

Source: Construction Industry Research Board, Building Permit Summary.

VENTURA COUNTY
Total Building Permit Valuations
Calendar Years 2016 through 2020
(valuations in thousands)

	2016	2017	2018	2019	2020
Permit Valuation					
New Single-family	$236,652.9	$266,346.8	$392,515.2	$261,553.0	$144,880.3
New Multi-family	147,122.8	231,822.5	107,224.0	93,818.1	114,352.5
Res. Alterations/Additions	64,655.7	200,617.4	148,312.3	71,534.0	46,818.1
Total Residential	448,431.4	698,786.7	648,051.5	426,905.1	306,050.9
New Commercial	52,600.3	71,967.3	144,707.2	51,503.1	14,103.2
New Industrial	4,647.4	35,699.9	16,865.3	12,262.9	133,855.3
New Other	57,210.5	31,579.7	42,529.7	50,307.8	35,868.7
Com. Alterations/Additions	88,289.8	91,036.8	153,876.7	91,837.7	69,973.6
Total Nonresidential	$202,748.0	$230,283.7	$357,978.9	$205,911.5	$253,800.8
New Dwelling Units					
Single Family	652	851	637	731	425
Multiple Family	1,011	1,638	612	697	545
TOTAL	1,663	2,489	1,249	1,428	970

Source: Construction Industry Research Board, Building Permit Summary.

Transportation

The City is served by State Route 126, which links the City to U.S. Highway 101 and Interstate 5. There is an Amtrak bus station located in the City of Santa Paula providing service to an Amtrak train station in Oxnard, with rail connections to major cities in the United States. Also available are Metrolink commuter trains, a regional rail system providing transportation and mobility throughout Ventura County. The City also has a private general aviation airport.

Community Services and Recreation

The City of Santa Paula includes ten parks, nine elementary schools, a middle school, high school, continuation high school, vocational training center, several private schools, a community college satellite campus with easy access to three nearby community colleges and three universities. The community has an active recreation program for seniors, adults and youth. The Pacific Ocean is only minutes away as are the mountains and saltwater, stream or lake fishing, boating, swimming, biking, hiking and camping. In addition, the City is home to the California Oil Museum of Santa Paula, the Santa Paula Community Center, Santa Paula Senior Center and the Santa Paula Railroad Depot (community meeting room, gallery, visitor's bureau and Chamber of Commerce offices).

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Santa Paula
970 E Ventura Street
Santa Paula, California 93060

OPINION: $_____ City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2022

Members of the City Council:

We have acted as bond counsel to the City of Santa Paula (the "City") in connection with the issuance by the City of the $_____ City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2022 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of June 1, 2020 (the "Fiscal Agent Agreement"), as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2022 by and between the City, on behalf of the City of Santa Paula Harvest Community Facilities District No. 1, and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE CERTIFICATE
(City)

This CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate") dated as of _____ 1, 2022, is executed and delivered by the City of Santa Paula (the "City") in connection with the execution and delivery of its City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 02220 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of June 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2022 (together, the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Annual Report Date" means the 1st of April after the end of the City's fiscal year.

"Dissemination Agent" means the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2022, with the report for the 2020-21 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate; provided, that the first report, due April 1, 2022, shall consist solely of the Official Statement. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds issued for Improvement Area A.

(ii) Balance in the Improvement Fund, until such time as the fund is closed.

(iii) Balance in the Reserve Fund, statement of the Reserve Requirement as of the immediately preceding April 1 and statement of projected draws on the Reserve Fund.

(iv) Update of Table 1, using assessed values instead of appraised values.

(v) Update of Table 2, using assessed values instead of appraised values.

(vi) Update of Table 3, using assessed values instead of appraised values, aggregating individual owners but identifying separately any property owner responsible for more than 5% of the Special Tax.

(vii) Update of Table 5, showing the Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.

(viii) Notwithstanding the September 30 reporting date, the following information shall be reported as of February 1 immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of a Listed Event described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from

a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF SANTA PAULA, for and on behalf of City of Santa Paula Harvest Community Facilities District No. 1

By _____
City Manager

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Santa Paula

Name of Bond Issue: $_____ City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2022

Date of Issuance: _____, 2022

NOTICE IS HEREBY GIVEN that the City of Santa Paula (the "City") on behalf of City of Santa Paula Harvest Community Facilities District No. 1 has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement dated as of June 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2022 (together, "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

City of Santa Paula, on behalf of City of Santa Paula Harvest Community Facilities District No. 1

By: _____
Name:
Title:

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the 2022 Bonds, payment of principal, interest and other payments on the 2022 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

RESOLUTION NO. 7383

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA A OF THE CITY OF SANTA PAULA HARVEST COMMUNITY FACILITIES DISTRICT NO. 1, APPROVING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL FISCAL AGENT AGREEMENT AND BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Santa Paula (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Harvest Community Facilities District No. 1 (the "District") and an "Improvement Area A of the City of Santa Paula Harvest Community Facilities District No. 1" ("Improvement Area A") therein, to authorize the levy of special taxes upon the land within the District and Improvement Area A, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District and Improvement Area A; and

WHEREAS, the Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the Improvement Area A in the maximum principal amount of not to exceed $40,000,000; and

WHEREAS, the City previously issued for and on behalf of the District, the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2020 (the "2020 Bonds") in the initial principal amount of $19,380,000, which 2020 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, City now desires to issue a second series of the special tax bonds pursuant to the Bond Authorization, as described in more detail herein (the "Bonds") secured on parity with the 2020 Bonds; and

WHEREAS, there has been submitted to the Council a Supplemental Agreement No. 1 to Fiscal Agent Agreement (the "Supplemental Agreement"), which will supplement and amend the Fiscal Agent Agreement, dated as of June 1, 2020 (as so supplemented, the "Fiscal Agent Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, providing for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Supplemental Agreement and found it to be in proper order, and now desires to approve the Supplemental Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Stifel Nicolaus & Company, Incorporated, as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary

Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, the information required to be obtained and disclosed with respect to the Bonds by the Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA PAULA RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2022" in an aggregate principal amount not to exceed $18,000,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within Improvement Area A subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within Improvement Area A, plus the portion of all other bonds, if any, outstanding that are secured by a special tax levied under the Act on property within Improvement Area A or a special assessment levied on property within Improvement Area A.

The Rate and Method of Apportionment ("RMA") for the District provides that in the event the use of any parcel within Improvement Area A which was originally classified as exempt from the special tax changes so that such parcel is no longer classified as exempt, such parcel shall be deemed to be Taxable Property (as defined in the RMA). Each Authorized Officer (defined below) is authorized and directed to establish a tax rate for any such change of use property at a level reasonably consistent with other similar uses in Improvement Area A. Special taxes on such property shall thereafter be a part of the security for bonds issued in connection with Improvement Area A.

4. **Supplemental Agreement.** The Council hereby approves the Supplemental Agreement in the form presented to the Council at this meeting. The City Manager, Finance Director and such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Supplemental Agreement, for and in the name and on behalf of the City, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon

consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement as supplemented by the Supplemental Agreement. The Council hereby authorizes the delivery and performance by the City of the Supplemental Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement and Continuing Disclosure Certificate**. The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, with final pricing information included and with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

The Council hereby approves the Continuing Disclosure Certificate to be executed by the City, the form of which is attached as an exhibit to the Preliminary Official Statement. Each of the Authorized Officers is hereby authorized and directed to approve any changes in or additions to a final form of said Continuing Disclosure Certificate, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The final Continuing Disclosure Certificate shall be executed in the name and on behalf of the City by an Authorized Officer.

7. **Approval of Bond Purchase Agreement**. The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed $18,000,000 or result in an Underwriter's discount in excess of 0.8% of the par amount of the Bonds, or a true interest cost in excess of 4.50%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and Improvement Area A and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the

Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Santa Paula, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2022 by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

_____
Jenny Crosswhite, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

_____
Daniel Singer, City Manager

SUPPLEMENTAL AGREEMENT NO. 1 TO
FISCAL AGENT AGREEMENT

by and between

CITY OF SANTA PAULA

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent

Dated as of _____ 1, 2022

Relating to:

$_____
City of Santa Paula
Harvest Community Facilities District No. 1 Improvement Area A
Special Tax Bonds
Series 2022

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SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 1" or "Agreement"), dated as of _____ 1, 2022, is by and between the CITY OF SANTA PAULA, a general law city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement, dated as of June 1, 2020 (the "Original Fiscal Agent Agreement") by and between the Fiscal Agent and the City.

R E C I T A L S :

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 19-30 of the City Council adopted on January 16, 2019; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed $40,000,000 (the "Bond Authorization"); and

WHEREAS, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, on June 18, 2020, the City issued, for and on behalf of the District, $19,380,000 initial principal amount of City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2020 (the "2020 Bonds") for the purpose of financing various public improvements authorized to be funded by the District, which 2020 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, Section 5.17 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the Original Fiscal Agent Agreement) secured under the Original Fiscal Agent Agreement on parity with the 2020 Bonds; and

WHEREAS, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City, for and on behalf of the District, to provide for the issuance of City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2022 (the "2022 Bonds"), to provide moneys needed to construct and acquire the facilities necessary for development of property within the City; and

WHEREAS, this Supplemental Agreement No. 1 is a "Supplemental Agreement" as defined in Section 1.03 of the Original Fiscal Agent Agreement and the 2022 Bonds are "Additional Bonds" as defined in Section 1.03 of the Original Fiscal Agent Agreement and

secured under the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 1, on parity with the 2020 Bonds;

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 1 pursuant to Sections 5.17 of the Original Fiscal Agent Agreement to provide for the issuance of the 2022 Bonds;

WHEREAS, in providing for the issuance of the 2022 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided in Section 1 and Section 2 hereof, as such supplements and amendments are authorized by Sections 5.17 and 8.01 of the Original Fiscal Agent Agreement; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2022 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 1, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 1 have been in all respects duly authorized.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Fiscal Agent Agreement. In accordance with the provisions of Section 5.17 and 8.01 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article X. Such Article X shall read in its entity as follows:

ARTICLE X

2022 BONDS

Section 10.01. Definitions. The Original Fiscal Agent Agreement is amended to add and/or modify the following definitions to Section 1.03.

"Article X" means this Article X which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 1, together with all amendments of and supplements to this Article X entered into pursuant to the provisions of Section 8.01.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year for bonds issued in 2020 shall begin on the Closing Date and end on September 1, 2020 and the first Bond Year for bonds issued in 2022 shall begin on the Closing Date and end on September 1, 2022.

"*Closing Date*" means with respect to each series of Bonds, the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser thereof, for the 2022 Bonds being _____, 2022.

"Continuing Disclosure Certificate" means (i) with respect to the 2020 Bonds, the Continuing Disclosure Certificate, dated as of June 18, 2020, by and among the City and Willdan Financial Services, and (ii) with respect to the 2022 Bonds, the Continuing Disclosure Certificate, dated as of _____ 1, 2022, by and among the City and Willdan Financial Services in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Interest Payment Dates" means (i) with respect to the 2020 Bonds, March 1 and September 1 of each year, commencing March 1, 2020, and (ii) with respect to the 2022 Bonds, March 1 and September 1 of each year, commencing _____ 1, 2022__.

"*Reserve Account*" means the reserve account established for each series of Bonds.

"Supplemental Agreement No. 1" means Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2022, between the City, for and on behalf of the District, and the Fiscal Agent.

"2022 Bonds" means the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2022, authorized to be issued under Section 10.02.

"*2022 Capitalized Interest Account*" means the account by that name established in Section 3(E) of this Supplemental Agreement No. 1.

"2022 Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2022 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the 2022 Bonds, financial advisor fees, 2022 Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2022 Bonds and other costs, charges and fees in connection with the foregoing.

"2022 Costs of Issuance Fund" means the fund by that name established and held by the Fiscal Agent pursuant to Section 10.07.

"*2022 Improvement Account*" means the account by that name established in Section 3(D) of this Supplemental Agreement No. 1.

"*2022 Reserve Account of the Reserve Fund*" means the account by that name established in Section 10.06(B).

"*Term 2022 Bonds*" means the 2022 Bonds maturing September 1, 20___ and September 1, 20___.

Section 10.02. Authorization of 2022 Bonds. 2022 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued as Additional Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California.

Section 10.03. Terms of 2022 Bonds.

(A) Form; Denominations. The 2022 Bonds shall be issued as fully registered Bonds without coupons in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof.

(B) Date of Bonds. The 2022 Bonds shall be dated the Closing Date for the 2022 Bonds.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2022 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2022 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2022 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2022 Bonds shall mature and become payable on September 1 in each of the years, and shall bear interest at the rates per annum (based on a 360-day year composed of 12 30-day months) as follows:

Maturity (Sept. 1)	Principal Amount	Interest Rate	CUSIP† (777870)

(E) Interest and Method of Payment. Interest on the 2022 Bonds shall be payable as provided in Section 2.02(E) of this Agreement, with the Closing Date as used therein being the Closing Date as defined in Section 1.02, and payments shall be made on the 2022 Bonds as provided in Section 2.02(F), with the first Interest Payment Date being _____ 1, 2022__.

Section 10.04. Redemption of 2022 Bonds.

(A) Redemption. (i) *Optional Redemption.* The 2022 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds other than prepayment of the Special Tax by property owners, as a whole or in part, on any Interest Payment Date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2022 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, _____ and March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

(ii) *Mandatory Redemption From Prepayments.* The 2022 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners on any Interest Payment Date, in whole or in part among maturities, and by lot within a maturity, and among the 2022 Bonds and any Additional Bonds, as shall be specified by the City, at the following respective redemption prices (expressed as percentages of the principal amount of the 2022 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 2022 through and including March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

Prepayments will be allocated to the redemption of each series of Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of each series. Such allocations shall be applied to redeem each series as nearly as practicable on a pro rata basis among maturities of each respective series, in increments of $5,000; provided, however, that, for Prepayments of less than $50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of one or more series so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year is not less than 110% of Maximum Annual Debt Service.

In connection with receipt of a Prepayment, the City may release from the Reserve Account related to each series of Bonds an amount corresponding to the applicable credit to be received based on the principal amount of each series prepaid, as determined by the City, provided that the release shall not cause the amount in each such Reserve Account to be less than the applicable Reserve Requirement.

(iii) *Mandatory Sinking Payment Redemption.* The Term 2022 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a

redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The Term 2022 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2022 Bonds as directed by the City in an Officer's Certificate. In the event of a redemption pursuant to Section 10.04(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 10.04, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2022 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2022 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2022 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than 30 days prior to the applicable redemption date, unless waived by the Fiscal Agent.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 10.04(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2022 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2022 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2022 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by electronic or first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board, and to the respective registered Owners of any 2022 Bonds designated for redemption, at their addresses appearing on the 2022 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2022 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2022 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2022 Bond numbers of the 2022 Bonds to be redeemed by giving the individual CUSIP number and 2022 Bond number of each 2022 Bond to be redeemed or shall state that all 2022 Bonds between two stated 2022 Bond numbers, both inclusive, are to be redeemed or that all of the 2022 Bonds of one or more maturities have been called for redemption, shall state as to any 2022 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2022 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2022 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2022 Bonds under Section 10.04(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2022 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of 2022 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2022 Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the 2022 Bonds of any maturity, the Fiscal Agent shall select the 2022 Bonds to be redeemed, from all 2022 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2022 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2022 Bond or 2022 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2022 Bond or 2022 Bonds.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2022 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2022 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to

receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2022 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2022 Bonds and issue a certificate of destruction thereof to the City.

Section 10.05. Form of 2022 Bonds; Authentication and Delivery.

(A) Form of 2022 Bonds. The 2022 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit C attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2022 Bonds. The 2022 Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2022 Bond ceases to be such officer before delivery of the 2022 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2022 Bonds to the Owner. Any 2022 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2022 Bond shall be the proper officers of the City although at the nominal date of such 2022 Bond any such person shall not have been such officer of the City.

Only such of the 2022 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit C, manually or electronically executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Fiscal Agent shall be conclusive evidence that such 2022 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2022 Bonds. At any time after the execution of Supplemental Agreement No. 1 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 for the issuance of the 2022 Bonds as Additional Bonds have been met, the City may issue the 2022 Bonds for the District in the aggregate principal amount set forth in Section 10.02 and deliver the 2022 Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2022 Bonds in accordance with the provisions of the Act and this Agreement, as supplemented by Supplemental Agreement No. 1, to authorize the payment of 2022 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2022 Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2022 Bonds to the Original Purchaser. The provisions of Sections 2.06 through 2.13 of the Original Fiscal Agent Agreement shall apply to the 2022 Bonds in a like manner as applied to the 2022 Bonds.

Section 10.06. Application of Proceeds of Sale of 2022 Bonds.

(A) The proceeds of the purchase of the 2022 Bonds by the Original Purchaser in the amount of $_____, calculated as 100% of the principal amount of the 2022 Bonds,

less an underwriter's discount of $_____ and plus a net original issue premium of $_____, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Deposit in the 2022 Improvement Account of the Improvement Fund $_____;

(ii) Deposit in the 2022 Reserve Account of the Reserve Fund $_____, which is equal to the amount needed to be added to the Reserve Fund for the amount therein to equal the Reserve Requirement of $_____, on the date of issuance of the 2022 Bonds;

(iii) Deposit in the 2022 Capitalized Interest Account of the Bond Fund $_____; and

(iv) Deposit in the 2022 Costs of Issuance Fund $_____.

(B) The Fiscal Agent shall establish a separate subaccount within the Reserve Fund known as the "2022 Reserve Account," into which the amounts set forth in Section 10.06(A)(ii) shall be deposited. The 2022 Reserve Account shall be held by the Fiscal Agent within the Reserve Fund, and administered for the benefit of the 2022 Bonds as set forth in the Agreement. Amounts available in the 2022 Reserve Account shall be available to pay interest and principal on the 2022 Bonds in accordance with this Agreement.

(C) The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 10.06.

Section 10.07. 2022 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "2022 Costs of Issuance Fund", which shall be held by the Fiscal Agent in trust. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay 2022 Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2022 Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a 2022 Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the 2022 Costs of Issuance Fund until 60 days after the Closing Date, and shall transfer any moneys remaining therein on such date, including any investment earnings thereon, to the 2022 Improvement Account. Thereafter, every invoice received by the Fiscal Agent shall be paid from amounts on deposit in the 2022 Improvement Account and the Fiscal Agent shall close the 2022 Costs of Issuance Fund. Moneys in the 2022 Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the 2022 Costs of Issuance Fund to be used for the purposes of such fund.

Section 10.08. Procedure for Disbursement of 2022 Improvement Account..

(A) Disbursements. Disbursements from the 2022 Improvement Account shall be made by the Fiscal Agent according to the procedure set forth in Section 3.04, and an Officer's Certificate substantially in the form of Exhibit B to the Agreement (except that in such Officer's Certificate, reference shall be made to the 2022 Improvement Account and to the 2022 Bonds).

(B) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(C) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 10.09. Security for 2022 Bonds. The 2022 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article X.

Section 10.10. Effect of this Article X. Except as in this Article X expressly provided or except to the extent inconsistent with any provision of this Article X, the 2022 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2022 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article X.

SECTION 2. Attachment of Exhibit C. The Original Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit C setting forth the form of the 2022 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

SECTION 3. Additional Amendments to Original Fiscal Agent Agreement. The Original Fiscal Agent Agreement was previously amended and is hereby further amended as follows:

(A) Section 1.03 of the Agreement setting forth the definition of "Reserve Requirement" is amended as follows in order to distinguish among series of Bonds:

"Reserve Requirement" means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement shall not increase except upon the date of issuance of Additional Bonds;

(b) in no event shall the City be obligated to deposit an amount in the Reserve Fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument.

(B) Section 2.03(A)(ii) of the Agreement is amended to replace the last paragraph with the following:

(C) Section 3.04(A) of the Agreement is hereby amended by adding thereto, as a new third sentence thereof, the following: "There is also hereby created within the Improvement Fund a separate account designated as the "2022 Improvement Account" of the Improvement Fund, which account is hereby established for purposes of accounting for the use and disposition of 2022 Bond proceeds directed to the Improvement Fund pursuant to Section 10.06 and 10.08.

(D) Section 4.02(A) of the Agreement is hereby amended by adding thereto, as a new last sentence of the first paragraph thereof, the following: "There is also hereby created within the Bond Fund a "2022 Capitalized Interest Account" which account is hereby established for purposes of accounting for the disposition of 2022 Bonds, a portion of the proceeds of which will be deposited to such 2022 Capitalized Interest Account pursuant to Section 10.06. The amount deposited to the 2022 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2022 Bonds, and the amount deposited to the 2022 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2022 Bonds as follows:

March 1, 20___ and September 1, 20___:	The amount necessary, taking into account any amounts then on deposit in the Bond Fund available for such purpose, to pay interest on the 2022 Bonds on the Interest Payment Date which occurs on such dates.

(E) The first paragraph of Section 4.03(A) is amended to add a new second paragraph as follows:

Establishment of 2022 Reserve Account of the Reserve Fund. There is hereby established as a separate account within the Reserve Fund to be held by the Fiscal Agent, the 2022 Reserve Account, to the credit of which a deposit shall be made as required by Section 10.06(A)(ii) and deposits shall be made as applicable to each Series as provided in Section 3.03(B). Moneys in the 2022 Reserve Account shall be held in trust by the Fiscal Agent for the benefit of the Owners of the 2022 Bonds for the payment of principal of, and interest on, all Outstanding 2022 Bonds and shall be subject to a lien in favor of the Owners of the 2022 Bonds on an equal basis.

References to the use of the Reserve Fund for payment of Bonds shall be construed to be limited to use of the Reserve Fund for payment of the 2020 Bonds, it being provided in this

Supplement that each series of Bonds shall be secured by a separate reserve account; the Reserve Fund as originally established shall not be a parity reserve fund.

(F) The second paragraph of Section 8.01 of the Agreement is amended by deleting the period at the end of clause (D) thereof and by inserting therein, in lieu thereof, the following: "; and (E) in connection with the issuance of Additional Bonds under Section 5.17 hereof."

(G) References in the Original Fiscal Agent Agreement to the 2020 Bonds or 2022 Bonds which, if the context requires reference to the 2020 Bonds, 2022 Bonds and any Additional Bonds in order to maintain the parity relationship of the 2020 Bonds, 2022 Bonds and any Additional Bonds and the security therefor, shall be deemed to refer to "Bonds" as defined in the Original Fiscal Agent Agreement rather than "2020 Bonds," or "2022 Bonds."

(H) Article V of the Agreement is hereby amended by adding thereto, as a new and additional section, designates Section 5.19, the following:

"Section 5.19. No Enforced Sanctions. The City covenants and represents that (i) neither it nor any of its subdivisions affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC")), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively "Sanctions"); and (ii) neither it nor any of its subdivisions affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Agreement (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person."

SECTION 4. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 1 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 1. The City hereby declares that it would have entered into this Supplemental Agreement No. 1 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2022 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences. clauses, or phrases of this Supplemental Agreement No. 1 may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This Supplemental Agreement No. 1 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This Supplemental Agreement No. 1 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the City of Santa Paula has authorized the execution of this Agreement by its Finance Director under the authority of a Resolution adopted by the Council of the City of Santa Paula, and the Fiscal Agent has caused this Agreement to be executed.

CITY OF SANTA PAULA, a municipal corporation, for and on behalf of Improvement Area A of the City of Santa Paula Harvest Community Facilities District No. 1

By: _____
Finance Director

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *as Fiscal Agent*

By: _____
Vice President

[Signature Page to Supplemental Agreement No. 1 to
Fiscal Agent Agreement dated as of _____ 1, 2022]

EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT

EXHIBIT C
FORM OF 2022 BONDS

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____ $_____

CITY OF SANTA PAULA
COMMUNITY FACILITIES DISTRICT NO. 1 IMPROVEMENT AREA A
SPECIAL TAX BOND
SERIES 2022

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
	September 1, ____	_____, 2022	777870___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

The City of Santa Paula (the "City") for and on behalf of the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing _____ 1, 2022 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this 2022 Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this 2022 Bond at a designated corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Fiscal Agent"). Interest on this 2022 Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of $1,000,000 or more in aggregate principal amount of 2022 Bonds.

This 2022 Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2022 (the "Resolution"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California

Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of improvements within the District, and is one of the bonds designated "City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds Series 2022" (the "2022 Bonds"). The issuance of the 2022 Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of June 1, 2020**,** as amended and supplemented, including by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of _____ 1, 2022 (together, the "Agreement"), by and between the City and the Fiscal Agent and this reference incorporates the Agreement, as supplemented, herein, and by acceptance hereof the Owner of this 2022 Bond assents to said terms and conditions. The Agreement is authorized under, this 2022 Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this 2022 Bond are payable, on parity with bonds previously issued by the City for the District in 2020, solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Agreement.

Interest on this 2022 Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the 2022 Bond Date shown above; provided however, that if at the time of authentication of this 2022 Bond, interest is in default hereon, this 2022 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2022 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The 2022 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds other than prepayment of the Special Tax by property owners, as a whole or in part, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2022 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, _____ through August 31, _____	103%
September 1, _____ through August 31, _____	102
September 1, _____ through August 31, _____	101
September 1, _____ and any date thereafter	100

The 2022 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners on any Interest Payment Date, in whole or in part among maturities, and by lot within a maturity as shall be specified by the City, at the following respective redemption prices (expressed as percentages of the principal amount of the 2022 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
March 1, 2022 through and including March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

The Term 2022 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The Term 2022 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2022 Bonds as directed by the City in an Officer's Certificate.

Notice of redemption with respect to the 2022 Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This 2022 Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this 2022 Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2022 Bonds for redemption or (ii) with respect to a 2022 Bond after such 2022 Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the 2022 Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This 2022 Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2022 Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this 2022 Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this 2022 Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any 2022 Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Santa Paula has caused this 2022 Bond to be dated _____, 2022, to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CITY OF SANTA PAULA

By: _____
Mayor

Attested:

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the 2022 Bonds described in the Resolution and the Agreement.

Dated: _____, 2022

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *as Fiscal Agent*

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, address and Tax identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

[$PRINCIPAL AMOUNT]
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

BOND PURCHASE AGREEMENT

_____, 2022

City of Santa Paula
970 Ventura Street
Santa Paula, California 93060

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**") offers to enter into this Bond Purchase Agreement (this "**Purchase Contract**") with the City of Santa Paula (the "**City**") which, upon your acceptance of this offer, will be binding upon the City and the Underwriter. Capitalized terms used and not otherwise defined in this Purchase Contract have the meanings given to them in Fiscal Agent Agreement described below. This offer is made subject to the acceptance by the City of this Purchase Contract on or before 11:59 p.m. on the date set forth above.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned bonds (the "**Bonds**") at a purchase price (the "**Purchase Price**") of $_____ (equal to the initial principal amount of the Bonds ([$PRINCIPAL AMOUNT]), plus original issue premium of $_____, less an Underwriter's discount of $_____).

The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated by this Purchase Contract except the obligations expressly set forth in this Purchase Contract, and (iv) the City has consulted with its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The Bonds are being issued by the City under the authority of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 et seq. of the California Government Code) (the "**Act**"), and Resolution No. ____ adopted on _____, 2022 (the "**Bond Resolution**")

by the City Council (the "**City Council**") of the City acting as the legislative body of the City of Santa Paula Harvest Community Facilities District No. 1 (the "**District**").

The special taxes to be levied within Improvement Area A of the District that will provide a source of payment for the Bonds (the "**Special Taxes**") are being levied pursuant to the following:

(i) Resolution No. 7013 of the City Council adopted November 21, 2016 (the "**Resolution of Formation**"), and

(ii) Ordinance No. 1266, adopted by the City Council on November 21, 2016 (the "**Ordinance**").

The Bonds will be issued under a Fiscal Agent Agreement, dated as of June 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2022 (together, the "**Fiscal Agent Agreement**"), each between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "**Fiscal Agent**"). The Bonds will be secured under the Fiscal Agent Agreement on a parity with the City of Santa Paula Harvest Community Facilities District No. 1 Improvement Area A Special Tax Bonds, Series 2020 (the "**2020 Bonds**").

The proceeds of the sale of the Bonds will be applied by the City in accordance with the Fiscal Agent to: (i) fund the acquisition and construction of certain public facilities benefitting the property within the City, (ii) [fund the reserve fund for the Bonds and the 2020 Bonds to the Reserve Requirement], (iii) fund capitalized interest on a portion of the Bonds through September 1, 2022, and (iv) pay the costs of issuing the Bonds.

The Bonds will mature on the dates and in the principal amounts, bear interest at the rates, and be subject to redemption as set forth in Exhibit A hereto.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement (as defined in Section 3 hereof) and in Exhibit A hereto and subject Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Official Statement. A "**bona fide public offering**" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an "**issue price**" or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of Jones Hall, a Professional Law Corporation ("**Bond Counsel**") to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor, NHA

Advisors, LLC (the "**Municipal Advisor**") and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

(c) The City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it,

whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "**public**" means any person other than an underwriter or a related party;

(ii) "**underwriter**" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public); and

(iii) a purchaser of any of the Bonds is a "**related party**" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as

applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

3. Official Statement, Continuing Disclosure Undertaking. The City agrees to deliver to the Underwriter as many copies of the Official Statement, dated the date hereof, relating to the Bonds (as supplemented and amended from time to time, the "**Official Statement**") as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "**Rule**"). The City agrees to deliver such Official Statement within seven business days after the execution hereof, or such earlier date identified by the Underwriter to be necessary to allow the Underwriter to meet its obligations under the Rule and Rule G-32 of the Municipal Securities Rulemaking Board (the "**MSRB**"). The Underwriter agrees to file the Official Statement with the MSRB on or as soon as practicable after the Closing Date. The Underwriter agrees to deliver a copy of the Official Statement to each of its customers purchasing Bonds no later than the settlement date of the transaction.

The City has authorized and approved the Preliminary Official Statement relating to the Bonds, dated _____, 2022 (the "**Preliminary Official Statement**"), and the Official Statement, and consents to their distribution and use by the Underwriter in connection with the offer and sale of the Bonds. The City has deemed such Preliminary Official Statement final as of its date for purposes of the Rule, except for information allowed by the Rule to be omitted, and has executed a certificate to that effect in the form of Exhibit C hereto.

In connection with the issuance of the Bonds, and in order to assist the Underwriter in complying with the Rule, the City will execute and deliver a Continuing Disclosure Certificate dated as of _____, 2022 (the "**City Continuing Disclosure Certificate**"). The form of the City Continuing Disclosure Certificate is included in Appendix E to the Official Statement.

4. Representations and Warranties of the City. The City represents and warrants to the Underwriter that:

(a) The District is a community facilities district duly established and validly existing and Improvement Area A has been validly designated under the laws of the State of California (the "**State**"), including the Act.

(b) The City has the full legal right, power and authority upon satisfaction of the conditions in this Purchase Contract and the Fiscal Agent Agreement (i) to issue the Bonds for the purposes specified in Section 1 hereof, and (ii) to secure the Bonds in the manner contemplated in the Fiscal Agent Agreement.

(c) The City Council has the full legal right, power and authority to adopt the Bond Resolution, the Resolution of Formation and the Ordinance, and the City has the full legal right, power and authority (i) to issue the Bonds for the purposes specified in Section 1 hereof and to secure the Bonds in the manner contemplated in the Fiscal Agent Agreement; (ii) to enter into this Purchase Contract, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate, (iii) to issue, sell and deliver the Bonds to the Underwriter as provided herein, and (iv) to carry out and consummate all other transactions on its part contemplated by each of the aforesaid documents (this Purchase Contract, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate are collectively referred to herein as the "**City Documents**"),

and the City and the City Council have complied with all provisions of applicable law, including the Act, in all matters relating to such transactions.

(d) The City Council has duly authorized (i) the sale and issuance by the City of the Bonds and the execution, delivery and due performance by the City of its obligations under the City Documents, (ii) the distribution and use of the Preliminary Official Statement and execution, delivery and distribution of the Official Statement, and (iii) the taking of any and all such action as may be required on the part of the City to carry out, give effect to and consummate the transactions on its part contemplated by such instruments. To the best of its knowledge, all consents or approvals necessary to be obtained by the City in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(e) The Bond Resolution, the Resolution of Formation and the Ordinance have been duly adopted by the City Council, and are in full force and effect; and the City Documents, when executed and delivered by the City and the other party or parties thereto, as applicable, will constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their terms, except to the extent the enforceability thereof may be limited by applicable bankruptcy, insolvency, debt adjustment, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally or as to the availability of any particular remedy. Further, the enforceability thereof is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against governmental entities in California (including, but not limited to, rights of indemnification).

(f) When delivered to the Underwriter, the Bonds will have been duly authorized by the City Council, as the legislative body of the District, and duly executed, issued and delivered by the City and will constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their terms, except to the extent the enforceability thereof may be limited by applicable bankruptcy, insolvency, debt adjustment, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally or as to the availability of any particular remedy. Further, the enforceability thereof is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against governmental entities in California (including, but not limited to, rights of indemnification).

(g) The information contained in the Preliminary Official Statement did not, as of its date, and does not, as of the date hereof, contain any untrue statement of a material fact and did not, as of its date, and does not, as of the date hereof, omit to state a material fact necessary to make the statements therein, not misleading (provided, however, that no representation or warranty is made with respect to the information contained in the Preliminary Official Statement under the captions "THE DISTRICT AND IMPROVEMENT AREA A—Improvement Area A Units Projection," "—Tract/Final Map Status," "—The Merchant Builders" "—The Development Plan," "—Financing Plan—Developer," "—Financing Plan—Merchant Builders," "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A").

(h) The information contained in the Official Statement does not, as of its date, and will not, as of the Closing Date, contain any untrue statement of a material fact and does not, as of its date, and will not, as of the Closing Date, omit to state a material fact necessary to make the statements therein, not misleading (provided, however, that no representation or warranty is made with respect to the information contained in the Preliminary Official Statement or the Official Statement under the caption "THE DISTRICT AND IMPROVEMENT AREA A—Improvement Area A Units Projection," "—Tract/Final Map Status," "—The Merchant Builders" "—The Development Plan," "—Financing Plan – Developer," "—Financing Plan – Merchant Builders," "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A").

(i) Up to and including 25 days after the "end of the underwriting period" (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "end of the underwriting period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the end of the underwriting period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be a written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(j) None of the adoption of the Bond Resolution, the Resolution of Formation and the Ordinance, the execution and delivery of the City Documents, the consummation of the transactions on the part of the City contemplated herein or therein and the compliance by the City with the provisions hereof or thereof will conflict in any material respect with, or constitute on the part of the City a material violation of, or a material breach of or default under, (i) any indenture, mortgage, commitment, note or other agreement or instrument to which the City is a party or by which it is bound, (ii) any provision of the State Constitution, or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the City (or the members of the City Council or any of its officers in their respective capacities as such) is subject, that would have a material adverse effect on the ability of the City to perform its obligations under the City Documents.

(k) The City has never been in default at any time, as to principal of or interest on any obligation which it has issued, which default may have an adverse effect on the ability of the City to consummate the transactions on its part under the City Documents, except as specifically disclosed in the Official Statement; and other than the Fiscal Agent Agreement, the City has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Special Tax Revenues (as defined in the Official Statement) following issuance of the Bonds.

(l) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the City has been served with process or known

by the City to be threatened, which in any way questions the powers of the City Council or the City referred to in paragraphs (b) and (c) above, or the validity of any proceeding taken by the City Council in connection with the formation of the District and the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions on the part of the City contemplated by this Purchase Contract, or of any other District Document, or which, in any way, could adversely affect the validity or enforceability of the Bond Resolution, the Ordinance, the Fiscal Agent Agreement, the Bonds or this Purchase Contract or which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes, in any other way questions the status of the Bonds under California tax laws or regulations, challenges the validity of the Special Taxes, or which seeks to restrain or prohibit further development within Improvement Area A of the District.

(m) Any certificate signed by an official of the City authorized to execute such certificate and delivered to the Underwriter in connection with the transactions contemplated by the City Documents shall be deemed a representation and warranty by the City to the Underwriter as to the truth of the statements therein contained.

(n) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(o) The Bonds will be paid from Special Taxes received by the City and moneys held in certain funds and accounts established under the Fiscal Agent Agreement and pledged thereunder to the payment of the Bonds.

(p) The Special Taxes may lawfully be levied in accordance with the Rate and Method of Apportionment of Special Tax for Improvement Area A of the District (the "**Rate and Method**") and the Ordinance, and, when levied, the Special Taxes so levied will be secured by a lien on the property on which they are levied.

(q) The Fiscal Agent Agreement creates a valid pledge of and first lien upon the Special Taxes deposited thereunder, and the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(r) Except as described in the Preliminary Official Statement and the Official Statement, the City has not failed in any material respect to comply with any undertaking of the City under the Rule in the previous five years.

5. Blue Sky. The City covenants with the Underwriter that the City will cooperate with the Underwriter (at the cost and written direction of the Underwriter), in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the City shall not be required to consent to suit or to service of process, or to qualify to do business, in any jurisdiction. The City consents to the use by the Underwriter of the City Documents, the Preliminary Official Statement and the Official Statement in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions related to the offering and sale of the Bonds.

6. Delivery of the Bonds. At 9:00 a.m. on _____, 2022 (the "**Closing Date**") or at such other time or date as are mutually agreed upon by the City and the Underwriter, the City will deliver or cause to be delivered to the Underwriter the Bonds in definitive form duly executed and authenticated by the Fiscal Agent together with the other documents mentioned in Section 8 hereof; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds by making a wire transfer in federal funds payable to the order of the Fiscal Agent for the account of the City.

The activities relating to the final execution and delivery of the Bonds and the Fiscal Agent Agreement, the payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in Section 8 of this Purchase Contract shall occur at the offices of Bond Counsel. The payment for the Bonds and simultaneous delivery of the Bonds to the Underwriter is herein referred to as the "**Closing**."

The Bonds will be delivered as fully registered, book-entry only Bonds initially in denominations equal to the principal amount of each maturity thereof. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, and will be made available for checking by the Underwriter at such place as the Underwriter and the City shall agree not less than 24 hours prior to the Closing Date.

7. Cancellation by the Underwriter. The Underwriter shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the date of Closing:

(a) the House of Representatives or the Senate of the Congress of the United States, or a committee of either, has pending before it, or passes or recommends favorably, legislation introduced previous to the date hereof, or legislation is recommended for passage by the President of the United States, which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Fiscal Agent Agreement or upon interest received on obligations of the general character of the Bonds, or of causing interest on obligations of the general character of the Bonds, or the Bonds, to be includable in gross income for purposes of federal income taxation, and such legislation, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(b) a tentative decision with respect to legislation is reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation is favorably reported or re-reported by such a committee or is introduced, by amendment or otherwise, in or is passed by the House of Representatives or the Senate, or is recommended to the Congress of the United States for passage by the President of the United States, or is enacted, or a decision by a federal court of the United States or the United States Tax Court is rendered, or a ruling, release, order, circular, regulation or official statement by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency is made or proposed to be made, having the purpose or effect, or any other action or event occurs which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds, including causing interest on the Bonds to be included in gross income for purposes of federal income taxation, or imposing federal income taxation upon revenues or other income of the general character to be derived by the City under the Fiscal Agent Agreement or upon interest received on obligations of the general character of the Bonds, or the Bonds and also including adversely affecting the tax-exempt

status of the City under the Code, which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of or market for the Bonds; or

(c) legislation is enacted, or actively considered for enactment with an effective date prior to the Closing Date, or a decision by a court of the United States is rendered, the effect of which is that the Bonds or the Fiscal Agent Agreement, as the case may be, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(d) a stop order, ruling, regulation or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter is issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds or the execution and delivery of the Fiscal Agent Agreement as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) any event occurs or any information becomes known to the Underwriter that causes the Underwriter to reasonably believe that the Official Statement includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(f) in the reasonable judgment of the Underwriter, the market price or marketability of the Bonds, or the ability of the Underwriters to enforce contracts for the sale of the Bonds is materially adversely affected by (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(g) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction, which in the reasonable judgment of the Underwriter materially, adversely affects the market price or marketability of the Bonds, or the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

(h) a general banking moratorium is declared by federal, New York or State authorities; or

(i) any investigation or proceeding is pending or threatened by the Securities and Exchange Commission against the City or the City; or

(j) additional material restrictions not in force as of the date hereof are imposed upon trading in securities generally by any governmental authority or by any national securities exchange which, in the reasonable judgment of the Underwriter materially, adversely affects

the market price or marketability of the Bonds, or the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

(k) the New York Stock Exchange or other national securities exchange, or any governmental authority, imposes, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increases materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(l) the occurrence of an event listed in subparagraphs (j) and (l) to Section 4 hereof; or

(m) an amendment to the federal or State constitution is enacted or action taken by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City, its property, income or securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City to issue the Bonds and levy the Special Taxes as contemplated by the Fiscal Agent Agreement, the Rate and Method and the Official Statement.

8. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to purchase the Bonds shall be subject (a) to the performance by the City of its obligations to be performed by it hereunder at and prior to the Closing Date, (b) to the accuracy as of the date hereof and as of the Closing Date of the representations and warranties of the City herein, and (c) to the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance satisfactory to the Underwriter and the accuracy as of the Closing Date of the representations and warranties included therein:

(a) At the time of Closing, (i) this Purchase Contract, the City Continuing Disclosure Certificate and the Fiscal Agent Agreement shall be in full force and effect and such documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, and (ii) the City shall have duly adopted and there shall be in full force and effect such resolutions and ordinances (including, but not limited to, the Bond Resolution, the Resolution of Formation and the Ordinance) as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) Receipt of the Bonds, executed by the City and authenticated by the Fiscal Agent, at or prior to the Closing Date. The terms of the Bonds, when delivered, shall in all instances be as described in the Official Statement.

(c) At or prior to the Closing Date, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter and the City:

(i) A final approving opinion of Bond Counsel dated the date of Closing in the form attached to the Official Statement as Appendix D.

(ii) A letter or letters of Bond Counsel addressed to the Underwriter and the Fiscal Agent, which includes a statement to the effect that Bond Counsel's final

approving opinion may be relied upon by the Underwriter and the Fiscal Agent to the same extent as if such opinion were addressed to the Underwriter and the Fiscal Agent, and a supplemental opinion of Bond Counsel addressed to the Underwriter to the effect that:

(A) the statements contained in the Official Statement on the cover page and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its book-entry only system, as to which no opinion need be expressed), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "TAX MATTERS," and in Appendices D and F thereto, are accurate insofar as such statements expressly summarize certain provisions of the Bonds, the Fiscal Agent Agreement and Bond Counsel's opinion concerning certain federal tax matters relating to the Bonds;

(B) the City has duly and validly executed and delivered this Purchase Contract and the City Continuing Disclosure Certificate, and this Purchase Contract and the City Continuing Disclosure Certificate constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(C) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(iii) A letter of Jones Hall, a Professional Law Corporation, as disclosure counsel to the City in connection with the Bonds ("**Disclosure Counsel**"), addressed to the City and the Underwriter, to the effect that based upon an examination which they have made, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement or the Official Statement, they have no reason to believe that the Preliminary Official Statement as of its date and as of the date hereof, or the Official Statement as of its date and as of the Closing Date (excluding therefrom any CUSIP numbers, financial statements and other statistical and financial data, projections, estimates, assumptions and expressions of opinion, and information relating to The Depository Trust Company, New York, New York, and its book-entry system contained therein and incorporated therein by reference, and statements contained in Appendices B and G, as to which no view need be expressed) contained or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iv) The Official Statement executed on behalf of the City by a duly authorized officer of the City.

(v) Certified copies of all resolutions relating the formation of the District, change proceedings for the District undertaken under the Act, the Bond Resolution, the Resolution of Formation and the Ordinance.

(vi) Evidence of recordation in the real property records of the County of Los Angeles of the Notice of Special Tax Lien (as such term is used in the Official Statement), and any amendments thereto, in the form required by the Act.

(vii) A certificate, in form and substance as set forth in Exhibit B hereto, of the City, dated as of the Closing Date.

(viii) Evidence that Federal Form 8038-G has been executed by the City and will be filed with the Internal Revenue Service.

(ix) Executed copies of the Fiscal Agent Agreement and the City Continuing Disclosure Certificate.

(x) An arbitrage certificate in form satisfactory to Bond Counsel.

(xi) An opinion, dated the Closing Date and addressed to the Underwriter and the Fiscal Agent, of the City Attorney of the City, as counsel to the City, to the effect that:

(A) the City is duly organized and validly existing under the laws of the State;

(B) the District is duly organized and existing pursuant to the Act and Improvement Area A has been duly designated in accordance with the Act;

(C) by all necessary official action, the City has duly approved the issuance of the Bonds, this Purchase Contract, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate, and authorized the execution and delivery of, and the performance by the City of the obligations on its part contained therein. This Purchase Contract, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate have been duly executed and delivered by the City;

(D) All resolutions adopted by the City Council with respect to the formation of the District, the designation of Improvement Area A therein, change proceedings for the District undertaken under the Act and the issuance of the Bonds, including the Bond Resolution, the Resolution of Formation and the Ordinance, were each duly adopted at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and resolutions and ordinance are in full force and effect and have not been modified, amended or rescinded;

(E) except as described in the Official Statement, to our best knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, governmental agency or body, pending and notice of which has been served on and received by the City or threatened against the City in writing, challenging the creation, organization or existence of the City, or the validity of the Bonds or the City Documents or contesting

the authority of the City to enter into or perform its obligations under any of such documents, or which questions the right of the City to issue the Bonds, or the levy of Special Taxes, or the allocation and payment of the Special Taxes to the City and the other security for the Bonds provided by the Fiscal Agent Agreement; and

(F) to the best of such counsel's knowledge, the authorization, execution and delivery of the Bonds and the City Documents by the City, the compliance with the provisions thereof by the City, and the performance by the City of its obligations thereunder, will not in any material respect conflict with, or constitute a breach or default under, any currently existing law, administrative regulation, court decree, resolution, ordinance or other agreement to which the City or the City is subject or by which the City or the City is bound.

(xii) In connection with printing and distribution of the Preliminary Official Statement, an executed certificate of the City in the form attached hereto as Exhibit C.

(xiii) A certificate in form and substance as set forth in Exhibit D hereto of the Fiscal Agent.

(xiv) An opinion of counsel to the Fiscal Agent in form and substance satisfactory to the Underwriter dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has duly authorized, executed and delivered the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms.

(xv) A certificate of Integra Realty Resources, San Francisco, California (the "**Appraiser**"), in the form attached hereto as Exhibit E, along with a copy of its appraisal report in the form attached to the Official Statement as Appendix B (the "**Appraisal Report**").

(xvi) An executed Letter of Representations from the Limoneira Lewis Community Builders, a Delaware limited liability company ("**Developer**"), dated the date of the Preliminary Official Statement, in the form attached hereto as Exhibit F-1 with such changes as may be approved by the Underwriter.

(xvii) An executed Letter of Representations from each of Lennar Homes of California, LLC., a California limited liability company ("**Lennar**"), Richmond American Homes of Maryland, Inc. a Maryland corporation ("**Richmond American**"), Limoneira Company ("**Limoneira**") and K. Hovnanian Communities, Inc. ("**K. Hovnanian**") dated the date of the Preliminary Official Statement, in the form attached hereto as Exhibit G-1 with such changes as may be approved by the Underwriter.

(xviii) A Closing Certificate of the Developer dated the Closing Date in the form attached as Exhibit F-2 hereto with such changes as may be approved by the Underwriter.

(xix) A Closing Certificate of each of Lennar, Richmond American, Limoneira and K. Hovnanian dated the Closing Date in the form attached as Exhibit G-2 hereto with such changes as may be approved by the Underwriter.

(xx) An opinion or opinions of counsel to the Developer, addressed to the City and the Underwriter, to the effect that: (A) the Developer is a Delaware limited liability company duly organized and existing under the laws of the State of Delaware and is qualified to transact business in the State of California; (B) except as set forth in the Preliminary Official Statement and the Official Statement, there is no litigation pending against the Developer (with service of process to the Developer having been duly given and completed) or overtly threatened the Developer which would materially and adversely affect the Developer's or its affiliates' ability to pay the Special Taxes, and (C) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement or the Official Statement and without passing upon or assuming responsibility for the accuracy, completeness or fairness of such statements, no information has come to the attention of such counsel(s) during the course of their representation of the Developer which causes them to believe that the statements contained in the Preliminary Official Statement, as of its date and as of the date hereof (except as updated in the Official Statement), or the Official Statement, as of its date and the Closing Date, under the captions entitled "THE HARVEST AT LIMONEIRA PROJECT," THE DISTRICT AND IMPROVEMENT AREA A (excluding the information under the caption "—Formation of the District," "—The Development Plan," and "—Financing Plan – Merchant Builders") and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A—The Developer," solely as such information describes the Developer, the Developer's organization, the property owned by the Developer and its affiliates in the District, and the Developer's development and financing plans regarding the property owned by the Developer and its affiliates in the District, contains or contained any untrue statement of a material fact or omits or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need to be expressed as to any information which is attributable to a source other than the Developer contained in the Preliminary Official Statement or the Official Statement).

(xxi) An opinion or opinions of counsel to Richmond American in the form attached hereto as Exhibit H-1, and counsel to Lennar and K. Hovnanian in the form attached hereto as Exhibit H-2, in each case addressed to the City and the Underwriter with such changes as may be approved by the Underwriter.

(xxii) An opinion of Stradling, Yocca Carlson & Rauth, a Professional Corporation, as counsel to the Underwriter, in form and substance acceptable to the Underwriter.

(xxiii) A certificate of Willdan Financial Services (the "**Special Tax Consultant**") in the form attached as Exhibit I.

(xxiv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to

evidence compliance by the City with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations of the City herein contained and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Contract, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 11 hereof shall continue in full force and effect.

9. Conditions to the Obligations of the City. The obligations of the City to issue and deliver the Bonds on the Closing Date shall be subject, at the option of the City, to the performance by the Underwriter of its obligations to be performed hereunder at or prior to the Closing Date, and to the delivery by Bond Counsel and Disclosure Counsel of the opinion and the letter, respectively, described in Sections 8(c)(i) and (iii) above.

10. Survival of Representations and Warranties. All representations, warranties and agreements of the City hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive the Closing.

11. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Special Tax Consultant, the Municipal Advisor, the Fiscal Agent, the Appraiser, Bond Counsel and Disclosure Counsel and any accountants, engineers or any other experts or consultants the City or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission; the fees and expenses of its counsel, MSRB and the CUSIP Bureau; any reports run by the Underwriter for the purpose of determining compliance by the City with the Rule; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including any advertising expenses and transaction-related financing team meal expenses.

12. Notices. Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by

delivering the same in writing to the following: Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Sara Oberlies Brown.

13. Parties in Interest. This Purchase Contract is made solely for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

14. Governing Law. This Purchase Contract shall be governed by and construed in accordance with the laws of the State applicable to contracts made and performed in the State.

15. Effectiveness. This Purchase Contract shall become effective upon acceptance hereof by the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

16. Execution in Counterparts. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By:_____
Managing Director

Accepted and agreed to as of the date first above written:

CITY OF SANTA PAULA

By:_____
City Manager

Time of Execution:_____

EXHIBIT A

[$PRINCIPAL AMOUNT]
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

MATURITY SCHEDULE

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*10% Test Used*	*Hold the Offering Price Used*
	$	%	%			

[T] Term Bonds.
[C] Priced to first optional redemption date of September 1, 20__.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	*Redemption Prices*
September 1, 20__ and August 31, 20__	103%
September 1, 20__ and August 31, 20__	102
September 1, 20__ and August 31, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Special Mandatory Redemption from Special Tax Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	***Redemption Prices***
March 1, 2022 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term Bonds Maturing on September 1, 20__

Redemption Date (September 1)	***Principal Amount***
	$
(maturity)	

The Bonds maturing September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term Bonds Maturing on September 1, 2040

Redemption Date (September 1)	***Principal Amount***
	$
(maturity)	

The Bonds maturing September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, and on each September 1 thereafter to maturity, by lot, at a redemption

price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term Bonds Maturing on September 1, 20__

Redemption Date (September 1)	***Principal Amount***
	$

(maturity)

The Bonds maturing September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term Bonds Maturing on September 1, 20__

Redemption Date (September 1)	***Principal Amount***
	$

(maturity)

EXHIBIT B

[$PRINCIPAL AMOUNT]
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

CITY CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am the City Manager of the City of Santa Paula, the City Council of which is the legislative body for the City of Santa Paula Harvest Community Facilities District No. 1 (the "District"), a community facilities district duly organized and existing under the laws of the State of California (the "State") and that as such, I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-referenced Special Tax Bonds, Series 2022 (the "Bonds").

I hereby further certify on behalf of the City that:

(A) the representations and warranties made by the City in the Bond Purchase Agreement, dated as of _____, 2022 (the "Purchase Contract") by and between the City and Stifel, Nicolaus & Company, Incorporated (the "Underwriter") are true and correct in all material respects on the date hereof, with the same effect as if made on the date hereof;

(B) no event has occurred since the date of the Official Statement that, as of the date hereof, would cause any statement or information contained in the Official Statement to be incorrect or incomplete in any material respect or would cause the information in the Official Statement to contain an untrue statement of a material fact or omit to state a material fact necessary in order to make such statements therein, in the light of the circumstances under which they were made, not misleading, provided, however, that no certification is made with respect to the information contained in the Official Statement under the captions "THE DISTRICT AND IMPROVEMENT AREA A—Improvement Area A Ownership," "—The Merchant Builders" "—The Development Plan," "—Financing Plan – Developer," "—Financing Plan – Merchant Builders," "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A");

(C) as of the date hereof, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate are in full force and effect in accordance with their terms and have not been amended, modified or supplemented except in such case as may have been agreed to by the Underwriter; and

(D) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the City Documents prior to issuance of the Bonds.

Capitalized terms used in this Certificate and not defined herein have the meanings set forth in the Purchase Contract.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date set forth below.

Dated: _____, 2022

CITY OF SANTA PAULA

By:_____
City Manager

EXHIBIT C

$_____*
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

RULE 15C2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the duly appointed and acting City Manager of the City of Santa Paula, California (the "City") and, as such, is duly authorized to execute and deliver this Certificate on behalf the City in connection with the issuance of the Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2022 (the "Bonds") and further hereby certifies as follows:

(1) This Certificate is delivered in connection with the offering and sale of the Bonds in order to enable the underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2022 setting forth information concerning the Bonds and the City (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" means the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule.

IN WITNESS WHEREOF, I have executed this Rule 15c2-12 Certificate as of _____, 2022.

CITY OF SANTA PAULA

By:_____
City Manager

* *Preliminary, subject to change.*

EXHIBIT D

[$PRINCIPAL AMOUNT]
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

CERTIFICATE OF FISCAL AGENT

The undersigned hereby states and certifies that the undersigned is an authorized officer of The Bank of New York Mellon Trust Company, N.A., which is acting as Fiscal Agent (the "Fiscal Agent") under that certain Fiscal Agent Agreement, dated as of June 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2022 (together, the "Fiscal Agent Agreement"), each by and between the City of Santa Paula (the "City") and the Fiscal Agent relating to the above-captioned bonds (the "Bonds") and as such, is familiar with the following facts and is authorized and qualified to certify the following facts on behalf of the Fiscal Agent:

(1) The Fiscal Agent is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Fiscal Agent Agreement.

(2) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Fiscal Agent, and is a legal, valid and binding agreement of the Fiscal Agent enforceable upon the Fiscal Agent in accordance with its terms.

(3) The Bonds have been authenticated by a duly authorized representative of the Fiscal Agent in accordance with the Fiscal Agent Agreement.

(4) There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Fiscal Agent or threatened against the Fiscal Agent which in the reasonable judgment of the undersigned would affect the existence of the Fiscal Agent or in any way contesting or affecting the validity or enforceability of the Fiscal Agent Agreement or contesting the powers of the Fiscal Agent or its authority to enter into and perform its obligations under the Fiscal Agent Agreement.

(5) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Fiscal Agent that has not been obtained is or will be required for the authentication of the Bonds, or the consummation by the Fiscal Agent of the other transactions contemplated to be performed by the Fiscal Agent in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement. The Fiscal Agent is not certifying as to the compliance with any federal or state securities laws.

(6) The execution and delivery by the Fiscal Agent of the Fiscal Agent Agreement and compliance with the terms thereof will not, in any material respect, conflict with, or result in a violation or breach of, or constitute a default under, any material agreement or material instrument to which the Fiscal Agent is a party or by which it is bound, or any law or any rule,

regulation, order or decree of any court or governmental agency or body having jurisdiction over the Fiscal Agent or any of its activities or properties, or (except with respect to the lien of the Fiscal Agent Agreement) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Fiscal Agent.

Dated: _____, 2022

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By_____
Authorized Officer

EXHIBIT E

[$PRINCIPAL AMOUNT]
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

CERTIFICATE OF APPRAISER

The undersigned, on behalf of Integra Realty Resources (the "Appraiser"), has prepared an "Appraisal Report" with a date of value of December 3, 2021 (the "Appraisal Report") regarding the value of parcels of real property and related improvements (the "Appraised Property") within Improvement Area A (the "Improvement Area") of City of Santa Paula Harvest Community Facilities District No. 1 (the "District") that are subject to the levy of special taxes in the City, and certifies that:

1. The assumptions made in the Appraisal Report are reasonable. The Appraisal Report fairly and accurately described, as of December 3, 2021, the market values of the Appraised Property.

2. The Appraiser is not aware of any event or act that occurred since December 3, 2021 which, in its opinion, would materially and adversely affect the conclusions as to the market value of the Appraised Property.

3. The Appraiser consents to the reproduction of the Appraisal Report as Appendix B to the Preliminary Official Statement dated _____, 2022 (the "Preliminary Official Statement"), and the Official Statement dated _____, 2022 (the "Official Statement"), each with respect to the above-referenced bonds, and to the references to the Appraiser and the Appraisal Report made in the Preliminary Official Statement and the Official Statement.

4. The Appraiser has reviewed the Preliminary Official Statement and the Official Statement, and the statements concerning the Appraisal Report and the value of the Appraised Property contained in the Preliminary Official Statement and the Official Statement are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. A true and correct copy of the Appraisal Report is attached as Appendix B to the Preliminary Official Statement and as Appendix B to the Official Statement.

6. The Appraisal Report complies with the Appraisal Standards for Land-Secured Financings issued by the California Debt and Investment Advisory Commission and dated July 2004.

Dated: _____, 2022

INTEGRA REALTY RESOURCES

By:_____
Its:_____

EXHIBIT F-1

CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

LETTER OF REPRESENTATIONS OF LIMONEIRA LEWIS COMMUNITY BUILDERS

Dated: _____, 2022

In connection with the issuance and sale of the above-captioned bonds (the "**Bonds**"), and pursuant to the Bond Purchase Agreement (the "**Bond Purchase Agreement**") to be executed by and between the City of Santa Paula (the "**City**"), and Stifel Nicolaus & Company, Incorporated (the "**Underwriter**"), Limoneira Lewis Community Builders, LLC, a Delaware limited liability company (the "**Developer**"), hereby represents, warrants and covenants to the City and the Underwriter as of the date hereof that:

1. The Developer is duly organized and validly existing under the laws of the State of Delaware, is qualified to transact business in the State of California and has all requisite right, power and authority to: (i) execute and deliver this Letter of Representations of Limoneira Lewis Community Builders (the "**Letter of Representations**"); and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area A (the "**Improvement Area**") of City of Santa Paula Harvest Community Facilities District No. 1 (the "**District**") is held in the name of the Developer (herein, the "**Property**"). Except as otherwise described in the Preliminary Official Statement, the Developer is the party responsible for the development of the Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,[1] the Developer and its Affiliates[2] have not violated any applicable law or

[1] As used in this Letter of Representations, the phrase "Actual Knowledge of the Undersigned" shall mean the actual (as opposed to constructive) knowledge of the undersigned as of the date hereof obtained from interviews with such current officers and current employees of the Developer and its Affiliates, as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth herein. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer's current business and operations.

[2] As used in this Letter of Representations, the term "**Affiliate**" means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the City, the District and the Bonds (i.e., information relevant to the Developer's development plans with respect to its Property and the payment of its Special Taxes, or such Person's assets or funds that would materially affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay its Special Taxes). "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**" or "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

administrative regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect the Developer's ability to develop the Property as proposed in the Preliminary Official Statement or to pay prior to delinquency Special Taxes that are due with respect to the Property.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) the Developer and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the "**Material Agreements**") to which the Developer or its Affiliates are a party or are otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Developer's or its Affiliates' ability to develop the Property as proposed in the Preliminary Official Statement or to pay prior to delinquency the Special Taxes that are due with respect to the Property and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Developer or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Developer nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Developer's or its Affiliates' ability to develop the Property as proposed in the Preliminary Official Statement or to pay prior to delinquency the Special Taxes that are due with respect to the Property.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Developer or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Developer's or its Affiliates ability to develop the Property as described in the Preliminary Official Statement or to pay prior to delinquency the Special Taxes that are due with respect to the Property.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Developer, its ownership of the Property, its development plan with respect to the Property, its financing plan with respect to the Property, the Developer's or Affiliates' lenders, if any, and contractual arrangements of the Developer or any Affiliate of the Developer (including, if material to the Developer's development plan or financing plan, other loans of such Affiliates) as set forth under the captions "THE HARVEST AT LIMONEIRA PROJECT," THE DISTRICT AND IMPROVEMENT AREA A (excluding the information under the caption "—Formation of the District," "—The Development Plan," and "—Financing Plan – Merchant Builders") and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A—The Developer," (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Developer), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry, or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the Improvement Area, to invalidate the City or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Developer or any Affiliate in any way from bringing any action, suit, proceeding, inquiry, or investigation, at law or in equity, before any court, regulatory agency, public board or body, including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Taxes for the Improvement Area pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, or (c) an action or suit to enforce the obligations of the City under any agreements among the Developer or any Affiliate, and the City or to which the Developer or any Affiliate is a party or beneficiary.

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized and the Developer has not taken any action to form any assessment districts or community facilities districts that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, in the last five years, the Developer has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Developer during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Developer.

11. The Developer consents to the issuance of the Bonds. The Developer acknowledges that the City intends to use the net proceeds of the Bonds in the manner described in the Preliminary Official Statement.

12. The Developer and its Affiliates intend to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

13. To the Actual Knowledge of the Undersigned, the Developer is able to pay its bills as they become due and no legal proceedings are pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

14. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real

property, many of which are beyond the control of the Developer, and except as disclosed in the Preliminary Official Statement, the Developer currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay prior to delinquency the Special Taxes levied against the Property and does not anticipate that the City will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to the Developer's nonpayment of Special Taxes. The Developer reserves the right to change its development plan and financing plan for the Property at any time without notice.

15. Solely as to the limited information described in the sections of the Preliminary Official Statement indicated in Paragraph 8 above (and subject to the limitations and exclusions set forth in Paragraph 8) , the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, and their officials and employees, and each Person, if any (each, an "**Indemnified Party**" and together, the "**Indemnified Parties**"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity and shall reimburse any such indemnified party for any actual reasonable legal or other expense reasonably incurred by it in connection with investigating any such claim against it and defending any such action, insofar as and solely to the extent such losses, claims, damages, liabilities or actions arise from any untrue statement by the Developer of a material fact contained in the above referenced information in the Preliminary Official Statement, as of its date, or the omission by the Developer to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Developer may otherwise have to any Indemnified Party, provided that in no event shall the Developer be obligated for double indemnification, or for the negligence or willful misconduct of an Indemnified Party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim, or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification is owed pursuant to the above paragraph, such Indemnified Party shall promptly notify the Developer in writing; provided that the failure to notify the Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced by such failure; and provided, further, that the failure to notify the Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified the Developer thereof, the Developer shall retain counsel reasonably satisfactory to the Indemnified Party and reasonably approved thereby (who shall not, without the consent of the Indemnified Party, be counsel to the Developer) to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Developer such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due

to actual or potential differing interest between them. It is understood and agreed that the Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Developer shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Developer agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment to the extent set forth in the first paragraph of this Section 16. The Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is a party and to the extent indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and as to which the Developer has an obligation to indemnify such Indemnified Party, and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

16. If, between the date hereof and the Closing Date any event relating to or affecting the Developer, its Affiliates, ownership of the Property, the development plan with respect to the Property, the financing plan with respect to the Property, the Developer's or Affiliates' lenders, if any, and contractual arrangements of the Developer or any Affiliate of the Developer (including, if material to the development plan or the financing plan, other loans of such Affiliates) shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 8 hereof (subject to the limitations and exclusions set forth in Paragraph 8), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

17. On behalf of the Developer, the undersigned has reviewed the contents of this Letter of Representations and has met with counsel to the Developer for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized representative of the Developer and he or she will have no personal liability arising from or relating to this Letter of Representations. Any liability arising from or relating to this Letter of Representations may only be asserted against the Developer.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company

By:_____

Name:_____

Title: Authorized Agent

EXHIBIT F-2

CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

CLOSING CERTIFICATE OF LIMONEIRA LEWIS COMMUNITY BUILDERS

_____, 2022

Reference is made to City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2022 (the "**Bonds**") and to the Bond Purchase Agreement, dated _____, 2022 (the "**Purchase Agreement**"), entered into in connection therewith. This Closing Certificate of Limoneira Lewis Community Builders (the "**Closing Certificate**") is delivered by Limoneira Lewis Community Builders, a Delaware limited liability company (the "**Developer**"), pursuant to the Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Letter of Representations of Limoneira Lewis Community Builders, dated _____, 2022 (the "**Letter of Representations**") or the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer has received the final Official Statement relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 8 of the Letter of Representations relating to the Developer, its Affiliates, ownership of the Property, the development plan with respect to the Property, the financing plan with respect to the Property, the Developer's or Affiliates' lenders, if any, and contractual arrangements of the Developer or any Affiliate of the Developer (including, if material to the development plan or the financing plan, other loans of such Affiliates) which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "end of the underwriting period" as defined in the Purchase Agreement to mean the Closing Date, if any event relating to or affecting the Developer, its Affiliates, ownership of the Property, the development plan with respect to the Property, the financing plan with respect to the Property, the Developer's or Affiliates' lenders, if any, and contractual arrangements of the Developer or any Affiliates of the Developer (including, if material to the development plan or the financing plan, other loans of such Affiliates) shall occur as a result of

which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

4. The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized representative of the Developer and he or she will have no personal liability arising from or relating to this Closing Certificate. Any liability arising from or relating to this Closing Certificate may only be asserted against the Developer.

LIMONEIRA LEWIS COMMUNITY BUILDERS,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT G-1

CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

LETTER OF REPRESENTATIONS OF [BUILDER NAME]

Dated: [POS DATE]

In connection with the issuance and sale of the above-captioned bonds (the "**Bonds**"), and pursuant to the Bond Purchase Agreement (the "**Purchase Agreement**") to be executed by and between the City of Santa Paula (the "**City**"), and Stifel Nicolaus & Company, Incorporated (the "**Underwriter**"), [BUILDER NAME], a _____ [limited liability company] [corporation] (the "**Landowner**") hereby represents, warrants and covenants to the City and the Underwriter as of the date hereof that:

1. The Landowner is duly organized and validly existing under the laws of the State of _____, is qualified to transact business in the State of California and has all requisite right, power and authority to: (i) execute and deliver this Letter of Representations of [BUILDER NAME] ("**Letter of Representations**"); and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area A (the "**Improvement Area**") of City of Santa Paula Harvest Community Facilities District No. 1 (the "**District**") is held in the name of the Landowner (herein, the "Property"). Except as otherwise described in the Preliminary Official Statement, the Landowner is the party responsible for the development of the Property.

3. As of the date thereof, to the Actual Knowledge of the Undersigned[1], the Preliminary Official Statement, solely with respect to information contained therein with respect to the Landowner, its Affiliates[2], ownership of the Property, the Landowner's development plan, the Landowner's

[1] As used in this Letter of Representations, the phrase "**Actual Knowledge of the Undersigned**" shall mean, as of the date of this Letter of Representations, the actual (as opposed to constructive) knowledge that the individual signing on behalf of the Landowner currently has or has obtained from (i) interviews with such current officers and current employees of the Landowner and its Affiliates as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Landowner's current business and operations. Individuals who are no longer employees of the Landowner or its Affiliates have not been contacted. [Lennar: The Landowner further notes that Lennar Corporation, a Delaware corporation, and the parent of the Landowner ("**Lennar Corporation**"), completed a merger with CalAtlantic Group, Inc., a Delaware corporation (which recently became CalAtlantic Group, LLC, a Delaware limited liability company) ("**CalAtlantic**") in February, 2018, pursuant to which CalAtlantic merged with and into a subsidiary of Lennar Corporation, with the subsidiary of Lennar Corporation being the surviving entity. Separate and apart from Lennar Corporation's due diligence efforts for purposes of completing the acquisition of CalAtlantic, for purposes of this Letter of Representations, individuals who were employees and officers of CalAtlantic and its subsidiaries prior to the merger have not been consulted or contacted and documents entered into by CalAtlantic and its subsidiaries or related to their properties and projects have not been reviewed.]

[2] "**Affiliate**" means, with respect to the Landowner, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Landowner, and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of

financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's development plan or the Landowner's financing plan, loans of such Affiliates) as set forth under the captions "THE DISTRICT AND IMPROVEMENT AREA A—The Development Plan—[*NAME OF PROJECT*]," "—Financing Plan—Merchant Builders—[*NAME OF BUILDER*]," and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A—The Merchant Builders—[*NAME OF BUILDER*]" (but, in all captions, excluding therefrom any information describing or summarizing all or any part of the Appraisal (as such term is defined in the Preliminary Official Statement) and (ii) information which is identified as having been provided by a source other than the Landowner), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) the Landowner and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the "**Material Agreements**") to which the Landowner or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Landowner's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes prior to delinquency with respect to the Property (to the extent the responsibility of the Landowner) and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Landowner or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Landowner nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Landowner's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes prior to delinquency with respect to the Property (to the extent the responsibility of the Landowner).

6. The Landowner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Landowner and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of

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the Improvement Area and investment decision regarding the Bonds (i.e., information relevant to: (a) the Landowner's development plans with respect to the Property and ability to pay its Special Taxes on the Property prior to delinquency (to the extent the responsibility of the Landowner); or (b) such Person's assets or funds that would materially affect the Landowner's ability to develop the Property as described in the Preliminary Official Statement or to pay its Special Taxes on the Property prior to delinquency (to the extent the responsibility of the Landowner)). "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**" or "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. [Lennar: Due to the merger, and for purposes of this Letter of Representations, the term "Affiliate" shall exclude CalAtlantic and its direct and indirect subsidiaries.]

special tax lien relating thereto. The foregoing covenant shall not prevent the Landowner in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Taxes for the Improvement Area pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the City or District under the Bond Resolution, Fiscal Agent Agreement, or any other agreements among the Landowner, an Affiliate, the City, and/or the District or to which the Landowner or an Affiliate is a party or beneficiary.

7. To the Actual Knowledge of the Undersigned, during the last five (5) years the Landowner has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Landowner during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Landowner in a court of law.

8. If, between the date hereof and the Closing Date any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's development plan or the Landowner's financing plan, loans of such Affiliates) shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 3 hereof (and subject to the limitations and exclusions contained in Paragraph 3), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Landowner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

9. On behalf of the Landowner, the undersigned has reviewed the contents of this Letter of Representations and has met with counsel to the Landowner for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Purchase Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of the Landowner and he or she will have no personal liability arising from or relating to this Letter of Representations. Any liability arising from or relating to this Letter of Representations may only be asserted against the Landowner.

[NAME OF BUILDER],
a _____ [limited liability company][corporation]

By: _____

Name: _____

Title: _____

EXHIBIT G-2

$_____
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

CLOSING CERTIFICATE OF [BUILDER NAME]

[CLOSING DATE], 2022

Reference is made to City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2022 (the "**Bonds**") and to the Bond Purchase Agreement, dated _____, 2022 (the "**Purchase Agreement**"), entered into in connection therewith. This Closing Certificate of [NAME OF BUILDER] (the "**Closing Certificate**") is delivered by [NAME OF BUILDER], a _____ [limited liability company][corporation] (the "**Landowner**"), pursuant to the Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in Letter of Representations of [NAME OF BUILDER], dated _____, 2022 (the "**Letter of Representations**") or the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Landowner, and the undersigned, on behalf of the Landowner, further certifies as follows:

1. The Landowner has received the final Official Statement relating to the Bonds, dated _____, 2022 (the "**Official Statement**"). Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 3 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 3 of the Letter of Representations) relating to the Landowner, its Affiliates, ownership of the Property, the development plan with respect to the Property, the financing plan with respect to the Property, the Landowner's or Affiliates' lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the development plan or the financing plan, loans of such Affiliates) which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "**end of the underwriting period**" (as defined in the Purchase Agreement), if any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliates of the Landowner (including, if material to the Landowner's development plan or the Landowner's financing

plan, loans of such Affiliates) shall occur as a result of which, in the opinion of the Underwriter or counsel to the City, could cause the information under the captions of the final Official Statement indicated in Paragraph 3 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 3 of the Letter of Representations) to contain an untrue statement of material fact or to omit to state a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, the Landowner shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

[Remainder of Page Intentionally Blank; Signature Page Follows]

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized officer or representative of the Landowner and he or she will have no personal liability arising from or relating to this Closing Certificate. Any liability arising from or relating to this Closing Certificate may only be asserted against the Landowner.

[NAME OF BUILDER],
a _____ [limited liability company][corporation]

By: _____

Name: _____

Title: _____

EXHIBIT H-1

FORM OF OPINION OF RICHMOND AMERICAN COUNSEL

[Closing Date]

City of Santa Paula
970 Ventura Street
Santa Paula, California 93060

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Re: $[PRINCIPAL AMOUNT] City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2022

Ladies and Gentlemen:

We have acted as special counsel to Richmond American Homes of Maryland, Inc., a Maryland corporation (the "**Developer**"), in connection with the issuance of the above-referenced bonds (the "**2022 Bonds**") by the City of Santa Paula (the "**City**"), for its Harvest Community Facilities District No. 1 (the "**Community Facilities District**"). All real property located within Improvement Area A (the "**Improvement Area**") of the Community Facilities District and owned by the Developer is referred to herein as the "Property." The 2022 Bonds are being sold to Stifel, Nicolaus & Company, Incorporated, as underwriter (the "**Underwriter**"). This letter is being delivered to you pursuant to Section 3(c)(xxi) of the Bond Purchase Agreement, dated _____, 2022, between the City, acting for itself and on behalf of the Community Facilities District, and the Underwriter (the "**Purchase Agreement**").

In the course of acting as special counsel to the Developer as herein described, we have examined the following documents:

(a) Preliminary Official Statement, dated _____, 2022, prepared in conjunction with the issuance and sale of the 2022 Bonds (the "**Preliminary Official Statement**");

(b) Official Statement, dated _____, 2022, prepared in conjunction with the issuance and sale of the 2022 Bonds (the "**Official Statement**");

(c) Letter of Representations of Richmond American Homes of Maryland, Inc., dated _____, 2022, and Closing Certificate of Richmond American Homes of Maryland, Inc., dated _____, each executed by the Developer (collectively, the "**Developer Certificates**"); and

(d) Such other agreements, contracts and documents as we deemed relevant for the purposes of this letter.

In addition, we have made such factual and other inquiries and examinations as we deemed necessary for the purpose of this letter.

We call to your attention the fact that we are not general counsel to the Developer and do not represent the Developer on a continuing basis. Rather, we are representing the Developer solely in connection with its interactions with the City and the Community Facilities District in connection with the issuance of the 2022 Bonds.

Whenever we have indicated in this letter that the existence or absence of facts is indicated to be based on our knowledge, it is intended to signify that during the course of our representation of the Developer as herein described, no information has come to the attention of the lawyers in our firm actively representing the Developer in the matters described herein which would give them current actual knowledge of the existence or absence of such facts. Please be advised that only John P. Yeager and Sandra A. Galle have been so actively representing the Developer.

Except to the extent expressly set forth herein, we have not undertaken any independent investigations to determine the existence or absence of such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of the Developer. We have made no examination of, and express no belief or conclusion as to, title to the Property, the ability of the Developer to develop the Property (except as specifically set forth in paragraph 1 below), or the viability of the development or sale of the Property by the Developer as described in the Official Statement.

As to certain factual matters (which we have not independently established or verified), including, without limitation, the status of the development of the Property by the Developer and existing development entitlements and future development entitlements which must be obtained in order for the Developer to complete the development and sale of the Property, we have relied upon statements, certificates and other assurances of public officials and of certain officers and agents of the Developer, as well as employees and/or consultants of the Developer.

We have assumed, without inquiry or investigation, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of documents submitted to us as copies or as exhibits, and the authenticity of such originals of such latter documents.

Based solely upon and subject to the foregoing as well as to the qualifications, limitations, exclusions, exceptions, assumptions and other matters set forth herein, we are of the belief that:

1. Without having undertaken to determine independently the accuracy, completeness, or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, but based solely on (i) our limited capacity as special counsel to the Developer, (ii) the representations of the Developer and/or its employees and/or consultants, and our reliance thereon, and (iii) our review of the Preliminary Official Statement and the Official Statement, no facts had or have come to our attention during the course of our representation of the Developer as described herein which caused us to believe that the information describing Development Matters (defined below)

contained in the Relevant Sections (defined below) of the Preliminary Official Statement as of its date (_____, 2022) or as of the date of the Purchase Agreement (_____, 2022), or the Relevant Sections of the Official Statement as of its date (_____, 2022), or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, in each case, we express no belief or conclusion as to (a) any financial statements and other financial, statistical, economic or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, (b) any information about valuation, appraisals, absorption or environmental matters (other than environmental permitting) included or referenced therein, including, without limitation, any information describing or summarizing all or any part of the Appraisal (as such term is defined in the Official Statement), and (c) any information which is identified as having been provided by a source other than the Developer or any of its affiliates. For purposes of this paragraph, the term "**Development Matters**" means the Developer, its Affiliates (as defined in the Developer Certificates), ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders (if any), and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, loans of the Developer or such Affiliates); and the term "**Relevant Sections**" means the sections of the Preliminary Official Statement and the Official Statement entitled "THE DISTRICT AND IMPROVEMENT AREA A—The Development Plan—*Richmond American—Beechtree,"* "THE DISTRICT AND IMPROVEMENT AREA A—The Development Plan—*Richmond American—Willow,*" "THE DISTRICT AND IMPROVEMENT AREA A—Financing Plan—Merchant Builders—*Richmond American*," and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A—The Merchant Builders—*Richmond American*."

Our beliefs set forth in this letter are subject to the following assumptions, exceptions, qualifications, limitations and exclusions, in addition to those assumptions, exceptions, qualifications, limitations and exclusions set forth above:

A. We express no belief as to (i) any matters related to architecture, construction, engineering, or the seismic or environmental condition of the Property (except as specifically set forth in paragraph 1 above), including, without limitation, any matters relating to the handling, storage, transportation or disposal of hazardous or toxic materials, (ii) any laws, rules or regulations relating thereto, and/or (iii) any other scientific or professional field as such belief would be beyond the scope of any belief expressed herein.

B. We express no belief regarding any laws or regulations involving taxes, including without limitation, we express no belief as to the exclusion from gross income for federal income tax purposes of the interest on the 2022 Bonds, or the exemption of the interest on the 2022 Bonds from the State of California personal income taxes.

C. Except as specifically set forth in paragraph 1 above, we express no belief as to (i) compliance with the anti-fraud provisions of applicable federal and state securities or other laws, rules or regulations or (ii) the applicability or effect on the subject transaction of the securities laws of the State of California, the United States of America, including but not limited to the Securities Act of 1933, as amended, and any other jurisdiction.

D. We are licensed to practice law only in the State of California. Accordingly, the beliefs expressed herein are subject only to the internal laws (excluding laws relating to conflicts of laws) of the State of California and the federal laws of the United States of America, and assume no responsibility as to the applicability or effect of the laws of any other jurisdiction.

E. Whenever we have stated that we have assumed any matter of fact, it is intended to indicate that we have assumed such matter without making any factual, legal or other inquiry or investigation, and without expressing any belief of any kind concerning such matter.

F. This letter is furnished to you specifically in connection with the issuance of the 2022 Bonds pursuant to the terms of the Purchase Agreement, and solely for your information and benefit. It may not be utilized, relied on, quoted or distributed to any other person by you in any other connection, and it may not be utilized, relied on or quoted by any other person for any purpose, without in each instance our express prior written consent; provided, however, a copy may be included in the transcript of the proceedings for the 2022 Bonds.

G. The beliefs expressed herein are given on the date hereof and are based on the facts (as we know, believe or have assumed them to be) and law as in effect on the date hereof. We undertake neither to supplement or update this letter nor undertake to advise you or any other party if there is a change in law or if new facts come to our attention subsequent to the date hereof which may affect the beliefs expressed above and/or which may cause us to amend any portion of this letter in full or in part. If future acts or omissions of the parties may serve to modify, alter or change the circumstances under which the beliefs herein were rendered, our beliefs set forth in this letter shall remain as if such future acts or omissions did not occur. Also, actions, conduct or omissions by a party may create a situation of waiver, estoppel or novation which would supplant the beliefs set forth in this letter.

Very Truly Yours,

O'NEIL LLP

EXHIBIT H-2

FORM OF OPINION OF COUNSEL TO LENNAR AND K. HOVNANIAN

[Closing Date]

City of Santa Paula
970 Ventura Street
Santa Paula, California 93060

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Re: [$PRINCIPAL AMOUNT] City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2022

Ladies and Gentlemen:

We have acted as special counsel to _____ (the "**Developer**"), in connection with the development of certain property owned by the Developer located within the boundaries of City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) (the "**Community Facilities District**") and in connection with the issuance by the Community Facilities District of the City of Santa Paula Harvest Community Facilities District No. 1 (Improvement Area A) Special Tax Bonds, Series 2022 (the "**Bonds**"). The Bonds are described in that certain Preliminary Official Statement dated _____, 2022 (the "**Preliminary Official Statement**") and that certain Official Statement dated _____, 2022 (the "**Official Statement**").

The Bonds are being sold to Stifel, Nicolaus & Company, Incorporated, as underwriter (the "**Underwriter**"), pursuant to that certain Bond Purchase Agreement, dated _____, 2022 (the "**Bond Purchase Agreement**"), by and between the Underwriter and the Community Facilities District. This letter is provided for the benefit of the City of Santa Paula (the "**City**") and the Underwriter pursuant to Section 8(c)(xxi) of the Bond Purchase Agreement.

We advise you that we are not general counsel to the Developer and do not represent the Developer on a continuing basis. Rather, we represent the Developer as requested from time to time on specific matters.

The primary purpose of our professional engagement was not to establish or confirm factual matters or quantitative information. We are not passing upon and do not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement and make no representation that we have independently verified the accuracy, completeness, or fairness of any such statements. However, in our capacity as special counsel to the Developer, we reviewed those sections of the Preliminary Official Statement and the Official Statement described below and we participated in conferences with representatives of the Developer, the Underwriter, Jones Hall, as Bond Counsel and as Disclosure Counsel, and others, during which conferences the contents of the Preliminary Official Statement and the Official Statement

and related matters were discussed. We have reviewed only the electronic version of the Preliminary Official Statement and the Official Statement delivered to Robert M. Haight, Jr. (robert.haight@hklaw.com) on _____, 2022 and _____, 2022, respectively, from _____ (the "**Official Electronic Versions**"), and we assume that any printed version and all other electronic versions of the Preliminary Official Statement and the Official Statement are identical in all respects to the respective Official Electronic Versions. Our statements herein with respect to the Preliminary Official Statement and the Official Statement do not pertain to any printed or electronic version of the Preliminary Official Statement or the Official Statement that is not identical in all respects to the respective Official Electronic Versions. We also reviewed certain written statements of officers and other representatives of the Developer and others as to the existence and consequence of certain factual and other matters.

Based on our participation, review, and reliance as described above, we advise you that no information came to the attention of the lawyers in our firm rendering legal services in connection with such representation that caused us to believe that the statements contained in the Preliminary Official Statement, as of its date (except as updated in the Official Statement), and the Official Statement, as of its date and as of the date hereof, relating to Developer, its Affiliates (as defined in the Letter of Representations of [Lennar][K. Hovnanian] dated _____, 2022), ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliate of the Developer (including, if material to the Developer's development plan or the Developer's financing plan, loans of such Affiliates) as set forth under the captions [FOR LENNAR: "THE DISTRICT AND IMPROVEMENT AREA A—The Development Plan—*Lennar Homes - Orchard Heights (Sold out)*," "*-- --Lennar Homes – Vinelands (Sold out other than model homes),*" "*-- --Lennar Homes – Lavender,*" "*-- -- Lennar Homes – Vinelands Extension,*" "—Financing Plan – Merchant Builders—*Lennar Homes Financing Plan*," and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A—The Merchant Builders—*Lennar Homes*"] [FOR K. HOVNANIAN: "THE DISTRICT AND IMPROVEMENT AREA A—The Development Plan—*K. Hovnanian - Sage*," "—Financing Plan – Merchant Builders—*K. Hovnanian Financing Plan*," and "OWNERSHIP OF PROPERTY WITHIN IMPROVEMENT AREA A—The Merchant Builders—*K. Hovnanian*"] (but, under all captions, excluding any information cited as coming from a source other than the Developer, and excluding any information regarding any appraisal, any absorption study, and market value ratio and annual special tax ratio, and except that no belief or view is expressed as to (a) any financial statements and other financial, statistical, economic, demographic, or engineering data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions, or expressions of opinion, or (b) any information about valuation, appraisals, market absorption, archaeological, or environmental matters), contained or contains any untrue statement of a material fact or omitted or omits a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. For purposes of this paragraph, "**attention**" refers to the conscious awareness of each of the lawyers in our firm who actively participated in rendering legal services in connection with such representation and "**believe**" refers to the actual, subjective, good faith belief of each of those lawyers. Please be advised that only Robert M. Haight, Jr. has rendered such legal services in connection with such representation.

We express no view or belief as to the applicability or effect on the subject transaction of the securities laws of the State of California or of the United States of America, including but not limited to the Securities Act of 1933, as amended.

No attorney-client relationship has existed or exists between our firm and the Community Facilities District, the City, or the Underwriter in connection with the Bonds or by virtue of this letter.

This letter is delivered as of the date hereof and is furnished solely for the benefit of the addressees in connection with the subject transaction and may not be relied upon for any other purpose or furnished to, used, circulated, quoted, or referred to by any other person without our prior written consent. This letter is not intended to, and may not, be relied upon by any owners of the Bonds.

Our engagement with respect to this matter has terminated as of the date hereof, and we do not undertake to advise you of any matters that may come to our attention subsequent to the date hereof that may affect the statements set forth herein.

This letter is limited to the matters expressly set forth herein, and no belief or assurance is implied or may be inferred beyond the matters expressly stated herein.

Sincerely yours,

HOLLAND & KNIGHT LLP

EXHIBIT I

[$PRINCIPAL AMOUNT]
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

CERTIFICATE OF SPECIAL TAX CONSULTANT AND CFD ADMINISTRATOR

Willdan Financial Services (the "**Special Tax Consultant**") is the Special Tax Consultant for City of Santa Paula Harvest Community Facilities District No. 1 (the "**District**") and has read the Rate and Method of Apportionment of Special Tax (the "**Rate and Method**") for Improvement Area A of the District set forth in Appendix A to the Preliminary Official Statement dated _____, 2022 (the "**Preliminary Official Statement**") and the Official Statement dated _____, 2022 (the "**Official Statement**") relating to the above-referenced bonds (the "**Bonds**"). The Special Tax Consultant hereby certifies that the Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method would be sufficient to pay the Administrative Expenses (as defined in the Rate and Method) and the scheduled debt service on the above-captioned bonds, provided that the annual debt service figures on the debt service schedule included in the Official Statement, which were relied upon by the Special Tax Consultant, are substantially true and correct.

The summary of the Rate and Method in the section of the Official Statement entitled "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Special Tax Methodology" is a fair and accurate summary of the Rate and Method, and a true and correct copy of the Rate and Method is attached to the Official Statement as Appendix A. All of the tabular and financial information provided by the Special Tax Consultant and included in the Preliminary Official Statement and the Official Statement is true and correct in all material respects.

Dated: _____, 2022

WILLDAN FINANCIAL SERVICES

By:_____
Its:_____

EXHIBIT J

[$PRINCIPAL AMOUNT]
CITY OF SANTA PAULA
HARVEST COMMUNITY FACILITIES DISTRICT NO. 1
IMPROVEMENT AREA A
SPECIAL TAX BONDS, SERIES 2022

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2022, by and between Stifel and the Issuer, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Reserve Fund.***

The establishment of the Reserve Fund for the Bonds in the amount of the Reserve Requirement (as such term is defined in the Fiscal Agent Agreement, dated as of _____, 2022, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent (the "Fiscal Agent") pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds and reasonably required to assure payment of debt service on the Bonds.

4. ***Defined Terms***.

(a) "*General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) "*Hold-the-Offering-Price Maturities*" means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) "*Holding Period*" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2022), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Santa Paula, California.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2022.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Tax Certificate for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, a Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By:_____

Name:_____

By:_____

Name:_____

Dated: _____, 2022

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete J Saunier, Public Works

Subject: PHOENIX CIVIL ENGINEERING CONSTRUCTION CONTRACT SUPPORT SERVICES AGREEMENT

Date: February 16, 2022

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a professional services agreement with Phoenix Civil Engineering (PCE) for an amount not to exceed nine hundred seventy nine thousand three hundred eighty ($979,380) dollars for construction management, materials testing, and construction engineering services for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project.

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

On December 15, 2021 the City Council approved plans and specifications for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project (Project). The Project, which contemplates the replacement of 9,000 lineal feet of new water main, 8,000 lineal feet of sewer main and 725,000 square feet of pavement on Harvard Boulevard over an 18 month period, is currently out to bid.

ANALYSIS:

The Project scope entails the replacement and reconstruction of an extensive inventory of water, sewer and roadway assets, in the context of a built environment. Harvard Boulevard is a central corridor in the City, and serves a range of businesses, schools, residences and other destinations. While a significant construction effort will be required to complete the project, proper construction sequencing, active community outreach, and thoughtful traffic handling must be provided for the duration of the 18 months of estimated construction.

Recent experience with similar types of projects, including the Palm Court water and sewer replacement project, have revealed that utility construction projects in older streets encounter significant numbers of unknown and incorrectly identified conduits and pipelines that must be addressed in the field. These conditions frequently require adjustments to the design plans that must be completed in rapid fashion to minimize delays to construction and related

additional costs. The seamless blending of construction management, engineering, inspection and related administration is of significant importance for these types of projects.

Staff finds PCE to be uniquely qualified for the required construction management, engineering and related construction period services. Such qualification is related to their knowledge of the project, familiarity with similar conditions, and proven ability to deliver similar projects in difficult urban environments. PCE staff Jon Turner and Sarah Watte have completed the design of the project and are well capable of completing the required tasks of construction management, engineering, and inspection. Construction management efforts will include construction inspection, review of contractor submittals, requests for information (RFIs) and other construction administration items. A comprehensive program of public engagement and communication is planned that will include outreach to businesses, residents and schools in the Project area, field communication and maintaining a website for public information.

STRATEGIC PLAN:

This agenda item does not directly address the strategic goals within the City's adopted Strategic Plan.

FISCAL IMPACTS:

Funding for the Project's construction management was anticipated in the estimate of cost presented to City Council on November 3, 2021 and is included in the FY 21/22 budget. A breakdown by fund and project is presented in Table 1 below. The Project construction management effort is proportioned according to the project construction cost estimate, according to the distribution of cost to water, sewer and pavement rehabilitation.

Table 1: Funding Sources – Construction Management Cost Allocation

2021-2023 CIP Program	Fund	Cost
CIP 9108 - Water Main Replacement	620-Water Enterprise	$381,958
CIP 9215 - Sewer Pipe Rehabilitation	610-Sewer Enterprise	$460,309
CIP 9285 – Pavement Rehab	283-SB1	$137,113
Total =		$979,380

OPTIONS:

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

1. Do not approve the agreement with Phoenix Civil Engineering (PCE) for construction management, materials testing, and construction engineering services for the Harvard Boulevard Water and Sewer Pipeline Replacement and Paving Rehabilitation Project and issue the request for qualifications and proposal. This would significantly delay implementation of the construction and related management of the Project.

ATTACHMENTS:

EXHIBIT_A_B-_Professional_Services_Agreement_with_Phoenix_Civil_Engineering.pdf

EXHIBIT A

Professional Services Agreement with Phoenix Civil Engineering

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND PHOENIX CIVIL ENGINEERING, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this 17TH day of February, 2022, 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 Phoenix Civil Engineering Inc.,), with its principal place of business at 535 East Main Street, Santa Paula, CA 93060 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for construction phase services for the Harvard Blvd. Waterline Replacement and Paving Project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from February 17, 2022 to June 30, 2024, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Nine Hundred Seventy Nine Thousand Three Hundred Eighty Dollars and no cents ($979,380.00) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the

professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Becca Bugielski, PE, Senior Engineer.

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub consultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and sub consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub

consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all

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

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other

exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall

not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of

liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

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

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

and require the same of any sub consultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any sub consultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any sub consultant.

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant: Phoenix Civil Engineering, Inc.
535 East Main Street
Santa Paula, CA 93060
Attn: Jon Turner, PE

City: City of Santa Paula
PO Box 569
Santa Paula, CA 93061
ATTN: Clete Saunier, Public Works Director

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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

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

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

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

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

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

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

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND PHOENIX CIVIL ENGINEERING, INC.

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

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
John Cotti,
City Attorney

Attested By:

_____
Judy Latshaw
City Clerk

PHOENIX CIVIL ENGINEERING, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

FED TAX ID:____

EXHIBIT "A AND B"

Phoenix Civil Engineering, Inc.

535 East Main Street Santa Paula, California 93060 805.658.6800
info@phoenixcivil.com www.phoenixcivil.com

Mr. Bob Woodward. PE
Interim City Engineer
City of Santa Paula
866 E. Main St.
Santa Paula, CA 93060

February 1, 2022

City of Santa Paula –Construction Phase Services for the Harvard Blvd. Waterline Replacement and Paving Projects

Dear Bob-

I am pleased to provide you with this proposal for construction phase services for the City of Santa Paula Public Works Department (PWD) for the Water and Sewer Pipeline Replacement and Pavement Projects within Harvard Blvd from 10th Street to Peck Rd. The proposal covers design services during construction and construction management services for the replacement of approximately 8,050 linear feet of sanitary sewer pipeline and approximately 9,000 linear feet of potable water pipeline as well as pavement removal and replacement. Approximately 725,000 square feet of pavement removal and replacement will take place after utility construction. Based on our discussions, I have prepared my proposal to include the following:

- Phase 3: Construction Phase Services
  - Task 3.0 – Design Services During Construction
  - Task 3.1 – Meetings and Site Visits
  - Task 3.2 - Submittal Review
  - Task 3.3 - Requests for Information (RFIs)
  - Task 3.4 – Work Change Directives (WCDs) and Change Orders
  - Task 3.5 – Construction Management
  - Task 3.6 – Materials Testing
  - Task 3.7 – Public Outreach
  - Task 3.8 – Record Drawings and Project Closeout

I appreciate the opportunity to submit this proposal to assist you with this City project. It is our understanding that this work will be authorized under a Task Order incorporating the scope of work and fee shown.

Please let me know if you have any questions or would like to discuss my proposal.

Sincerely,

Jon Turner, PE
Principal Engineer

SCOPE OF WORK

Design Engineering

Summary

This proposal is for construction management services for the City of Santa Paula Public Works Department (PWD) for the Water and Sewer Pipeline Replacement and Pavement Project on Harvard Blvd between 10th Street to Peck Rd. The proposal covers design services during construction and construction management services for the replacement of approximately 8,050 linear feet of sanitary sewer pipeline and approximately 9,000 linear feet of potable water pipeline as well as pavement removal and replacement. The potable water line will be 12-inch diameter and will utilize a highline during construction. New water services, valves, air valve assemblies and fire hydrants will also be installed as part of this project. The existing sanitary sewer will be replaced with 24-inch diameter PVC pipeline. Approximately 725,000 square feet of pavement removal and replacement will take place after utility construction. The pavement project includes a 2.5-inch grind and overlay along the length of Harvard Blvd. including striping and traffic loop replacement. Based on our discussions, I have prepared my proposal to include the following:

Phase 3 – CONSTRUCTION PHASE SERVICES

Task 3.0 –Design Services During Construction

During the course of the project, it may be necessary to add a modification to the existing design or incorporate a City requested change of scope. These activities may or may not result in a change order, but the additional design effort will be documented in this task. Technical specifications and/or detailed plan sheets may be needed in this task.

Key team members associated with this task:

Jon Turner, Sarah Watte, Alison Smith (Phoenix Civil Engineering).

The following efforts are in this task:

- Prepare design plans or technical specifications for City requested modifications or additions to the project. Unforeseen conditions or changes that are needed will prepare the design modifications for the Contractor.

Deliverable: Technical specifications and/or design plan modifications/additions will be provided to the City in electronic format (.pdf). The changes will be incorporated into the final record drawing set.

Task 3.1 –Meetings and Site Visits

Once the City has awarded the project to a contractor to perform the work and the contract has been finalized, a preconstruction meeting will be set up with a subsequent visit to the project site. Phoenix and the design team will be in attendance. Phoenix will prepare the meeting agenda and the meeting summary documenting important decisions and necessary milestones. Additionally, site visits and investigations, as well as preparing for and participation in weekly progress meetings and conference calls will be performed during construction.

PRECONSTRUCTION MEETING TO INCLUDE:

Team Roles and Responsibilities
Communication Hierarchy
Submittal Procedures
Addenda and RFI Procedures
Red Line Markups and Utility Coordination
Project Schedule and Meeting Dates/Times
City Operation Considerations During Construction
Traffic Control
Pay Request Procedures

Key team members associated with this task:
Jon Turner, Sarah Watte (Phoenix Civil Engineering).

The following efforts are in this task:

- Pre-construction meeting (Phoenix project manager and City project manager).
- Weekly progress meetings (Phoenix project management team).

Deliverable: Agendas will be prepared by Phoenix. An electronic copy (.pdf) of the agenda will be provided to the City and attendees. Meeting questions and discussions (meeting summary) will be documented and distributed to the attendees and applicable team members.

Task 3.2 - Submittal Review

This task includes reviewing the contractor provided submittals and providing responses. It is anticipated that 50 submittals are to be provided and two reviews are anticipated for a total of 100 submittals for purposes of this proposal. The submittals include project materials/products, schedules, plans, studies, test results, affidavits, O&Ms, and contractor-designed items/calculations. The management of the submittal process is included in this task. Submittals will be electronically managed by Phoenix. All submittals will be tracked in a submittal log for quick reference on the status of specific items.

Key team members associated with this task:
Jon Turner and Sarah Watte (Phoenix Civil Engineering).

The following efforts are in this task:

- Submittal review and processing.
- Creation and maintenance of a submittal log documenting the submittal status.
- Electronic submittal transmittals to the contractor and the City staff.
- Management of the submittal review process.

Deliverable: Electronic submittal correspondence (.pdf) will be sent directly to the Contractor and City from Phoenix with copies to all of the team participants.

Task 3.3 - Requests for Information (RFIs)

Phoenix will review and respond to up to 40 RFIs. Certain RFI responses may require minor design clarifications to supplement the Contract Documents, in the form of additional construction details/exhibits, which will be performed as part of this task.

Key team members associated with this task:

Jon Turner, Sarah Watte and Ali Smith (Phoenix Civil Engineering)

The following efforts are in this task:

- RFI review and processing.
- Creation and maintenance of a RFI log documenting the RFI status.
- Electronic RFI transmittals to the contractor and City.
- Preparation and distribution of design modifications as needed.

Deliverable: Electronic correspondence (.pdf) will be sent directly to the Contractor from Phoenix with copies to the City and applicable team participants.

Task 3.4 – Work Change Directives (WCDs) and Change Orders

When requested by the City, Phoenix will prepare work change directives and change order paperwork. Phoenix will provide assistance on up to 20 work change directives and up to 3 change orders. It is assumed that up to 10 Drawings and up to 10 Specification sections may need to be modified, replaced, and/or added to the Contract Documents via WCD and/or change order.

These changes will be made electronically to the IFC set of plans during the project so the record drawing compilation will be performed over the course of the project rather than at the end of the project.

Key team members associated with this task:

Jon Turner and Sarah Watte (Phoenix Civil Engineering).

The following efforts are in this task:

- Work Change Directives and Change Order review with the City and processing.
- Creation and maintenance of a WCD and Change Order log documenting the status.
- Electronic document distribution to the contractor and City.
- Preparation and distribution of design modifications as needed.

Deliverable: Electronic correspondence (.pdf) will be sent directly to the Contractor from Phoenix with copies to the City and applicable team participants after review and approval by the City.

Task 3.5 – Construction Management

Phoenix will provide construction management on the project. Construction management consists of daily observation of the project activities, preparation of daily observation reports, coordination of the design team members, materials testing firm scheduling, coordination with the City staff regarding field decisions or input, coordination and meetings with affected utility companies, monitoring adherence by the contractor to their schedule, review of contractor pay requests and preparation of weekly project reports detailing the week's activities (including the meeting summary), construction reports and photographs, issues encountered and field decisions. These documents will be compiled at the end of the project and provided to the City for their files. Meeting time is included in Task 3.1.

Daily observations of general/civil work and/or actions of the engineering design team at the jobsite includes:

- Observe contractor's compliance with the Contract Documents
- Observe and record bid item quantities of Contractor's work and materials and equipment incorporated into the work
- Observe and record weather and site conditions
- Notify contractor and owner of deficient or non-compliant work
- Observe and record correction of deficient or non-compliant work
- Observe and record materials and equipment received
- Observe stored materials for proper protection
- Observe and record construction activities and progress
- Observe and record contractor/subcontractor staffing and equipment usage
- Take photographs daily for pertinent project activities and conditions
- Coordinate with materials testing consultant(s) to in accordance with the Project's Quality Assurance Program
- Complete Assistant Resident Engineer Daily Reports
- Monitoring of Contractor's schedule
- Final project file compilation and delivery to the City.

Key team members associated with this task:

Jon Turner and Sarah Watte (Phoenix Civil Engineering)

The following efforts are in this task:

- Daily full time construction observation by Phoenix Staff.
- Coordinated management of the field activities.
- Weekly construction meetings.
- Final project file compilation and delivery to the City.

Deliverable: Communication and management activities during the project will be handled electronically (.pdf and MS Word files). Reports and status documents will be reviewed with the City prior to distribution.

Task 3.6 – Materials Testing

Union Materials Testing (UMT), as a subconsultant to Phoenix Civil Engineering, will have their field technician provide soil compaction testing, asphalt and concrete testing in coordination with the

Phoenix observation staff. Compaction testing will be performed with a nuclear density gauge using current ASTM or Caltrans methodology. Compaction tests will be compared to a maximum density curve performed in the laboratory for the subgrade materials, UMT's field technician will provide compaction testing on an on-call basis. Compaction test results are expressed as the ratio between the in-place density measurements verse the modified maximum density/optimum moisture determination for soils or a lab test max density (LTMD). Lab test results that support compaction testing will be performed by UMT's laboratory from certified technicians. Field compaction reports will be reported as daily field reports summarizing test location, soil/HMA type, max density value, and percent relative compaction. Field compaction tests will be reported on daily field reports summarizing the test locations, soil density and relative compaction values, asphalt density, asphalt temperature, and other relevant field data. The reports will be provided daily to the Phoenix observation staff.

Key team members associated with this task:

Jon Turner and Sarah Watte (Phoenix Civil Engineering), Evan Folk and Adam Sinutko (UTM).

The following efforts are in this task:

- Observation and materials testing based on 195 observation visits at an average of 4 hours per visit.
- Laboratory testing of the materials used in the construction work.
- Compilation of final observation report and materials results from the testing.

Deliverable: Materials testing reports will be electronically provided to Phoenix Civil Engineering for compilation and delivery to the City as part of Task 3.8.

Task 3.7 – Public Outreach

The Construction Manager and Associate Engineer will act as the point of communication for the local businesses and residents. They will provide outreach to the community explaining the project, duration and updates as the construction progresses. Outreach will include flyers as well as in person contact as well as working closely with the City's Public Information Officer (PIO) to ensure the messages are coordinated and clear for the community. Phoenix will provide the project overview, anticipated project schedule, as well as roles and responsibilities for outreach contacts to the public. Phoenix will also provide in person updates to the affected residents and businesses along the Harvard Blvd. corridor, as well as offering ongoing communication through phone calls and email on an as needed basis. Flyers will be created alerting the public to the project and ongoing milestones. A website (wix) and social media outlets will be created in coordination with the City's PIO showing the project overview, anticipated schedule, project milestones and contact information for questions and construction issues.

Key team members associated with this task:

Jon Turner, Sarah Watte and Roslynn Turner (Phoenix Civil Engineering)

The following efforts are in this task:

- Preparation and distribution of project flyers.
- Onsite outreach to residences and businesses along the Harvard Blvd. corridor.
- Creation and updates to informational website.
- Ongoing phone/email coordination with general public.

Deliverable: Documentation related to communication and/or issue log will be provided to the City (MS Word and .pdf). Website will be updated regularly to show progress schedule and milestone updates (wix for 2 years).

Task 3.8 – Record Drawings and Project Closeout

Phoenix will prepare record drawings based on information/markups provided by the contractor as well as change orders, work change directives, and RFI responses.

Key team members associated with this task:

Jon Turner, Sarah Watte, Alison Smith (Phoenix Civil Engineering).

The following efforts are in this task:

- Incorporation of design modifications during the construction as well as contractor red line markups into the record drawings. Drawings will be prepared in accordance with the City preference.
- Compile final submittal package and project communication documents.

Deliverable: One full size reproducible set of plans on bond (22x34), one box link containing the construction project electronic files (AutoCAD Civil 3D 2018, .pdf files, and MSWord and MSExcel 2016 files) will be provided to the City.

Fee Schedule

The fee for Phase 3 of this project shall be billed as time and materials, not to exceed $979,380. The breakdown is as follows:

Task 3.0 – Design Services During Construction	$22,480
Task 3.1 – Meetings and Site Visits	$57,125
Task 3.2 - Submittal Review	$51,100
Task 3.3 - Requests for Information (RFIs)	$32,250
Task 3.4 – Work Change Directives (WCDs) and Change Orders	$18,080
Task 3.5 – Construction Management	$575,425
Task 3.6 – Materials Testing	$172,050
Task 3.7 – Public Outreach	$13,070
Task 3.8 – Record Drawings and Project Closeout	$37,800

Assumptions

- Large scale printing is included in the scope, any additional copies requested by the City other than the quantity specified will be billed at cost without mark-up.
- Legal work (including use easement, ROW entry agreements and other legal documents that may be required) are not included.
- Sub-consultants are marked up by 10%.
- The contractor will be in charge of maintaining red-line mark ups during construction.
- No topographic survey is included.
- It is assumed that the utility work will be bid and completed as a single project. The proposal assumes the construction inspection will occur concurrently. If the project becomes separated within construction an adjustment to the fee will be negotiated.
- The City will be responsible for payment of any and all fees associated with any required permits, inspections, or filings.
- Geotechnical services (materials testing) during construction have been included.
- Phoenix Civil or subconsultants will not be responsible for damage to any unlocated or mislocated utilities due to incorrect information provided by the utility and/or.
- This proposed scope of work assumes that the subsurface soils and groundwater are free of hazardous substances and specifically excludes the search for, and evaluation of, hazardous materials in soil, water, or air.
- It is assumed the onsite construction duration will be 18 months. We have assumed 5 months for contract coordination, submittal review and project closeout/record drawings.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: John Cotti, Administration

Subject: CITY COUNCIL COMPENSATION

Date: February 16, 2022

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council review State law governing council member compensation and the procedures for increasing compensation and provide further direction to City staff.

Presented by: John Cotti, City Attorney

BACKGROUND:

In 1966, the City Council established its monthly compensation at $150. In 1982, the Council increased its monthly compensation to $300 and it has remained that amount since.

The purpose of this staff report is to outline the State law affecting City Council compensation and discuss the methods for increasing compensation should the council choose to do so.

ANALYSIS:

1. **Base Salary Amount Set by Population**

For general law cities like Santa Paula, State law establishes a base for city council salaries that is determined by a city's population. (Gov. Code, § 36516.) As Santa Paula's population is under 35,000 (30,657 per the 2020 census), City Council members are authorized to receive $300 per month.

2. **Methods to Increase Salary**

There are two ways for a City Council to increase the base compensation: by ballot measure or by ordinance.

To increase compensation by ballot measure, the Council may submit a proposal to establish salaries to the voters for majority approval. Government Code Section 36516(b) states:

- “At any municipal election, the question of whether city council members shall receive compensation for services, and the amount of compensation, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the compensation specified in the election call. Compensation of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.”

Therefore, the City Council may increase its compensation by placing the proposed increase on the ballot. If the proposal receives a majority of the votes, the increase will pass.

To increase compensation by ordinance, the City Council can designate an amount in an Ordinance; however, the amount is limited by statute. Government Code Section 36516(c) states:

- “Compensation of council members may be increased beyond the amount provided in this section by an ordinance or by an amendment to an ordinance but *the amount of the increase may not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary* in effect when the ordinance or amendment is enacted. No salary ordinance shall be enacted or amended which provides for automatic future increases in salary.” (Emphasis added.)

Any increase cannot be compounded but must instead be based on the total number of years. (Gov. Code, § 36516(a)(4)). Since there has been no increase in 40 years, an ordinance could be adopted setting the salary at any amount up to $900 per month.

Description	Calculation	Result
Starting Council Salary		$ 300.00 Starting Salary
5% increase on starting salary	.05 x $300	$ 15.00 Annual Increase
Increase over 40 years	40 x $15.00	$ 600.00 Maximum Increase
Starting Salary + Maximum Allowed Increase	$300 + $600	$ 900.00 Maximum Salary

State law is not completely clear about what constitutes a calendar year. There are a number of possible interpretations but perhaps the most appropriate reading is to calculate increases from the effective date of the last increase to the effective date of the next increase.

3. **Effective Date for Salary Increases**

If the Council adopts an ordinance to increase its compensation, the change does not take place immediately. The change in compensation would not take effect until the commencement of new terms of office for Councilmembers, which will take place at the general municipal election in November, 2022.

This requirement is found in Government Code Section 36516.5, which provides:

“A change in compensation does not apply to a council member during the council member’s term of office. This prohibition shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of such council becomes eligible for a salary increase by virtue of his beginning a new term of office.”

4. **City Council Compensation in Other Local Jurisdictions**

The following table shows current city council salaries in other jurisdictions in Ventura County.

City	Current Council Salary Per Month
Ventura	$600 Councilmembers $700 Mayor (up to)
Oxnard	$1,701.00
Camarillo	$1,482.57
Thousand Oaks	$1,750.00
Simi Valley	$1,202.76
Ojai	$ 760.00
Moorpark	$ 600.00
Fillmore	$ 300.00

Council is under no obligation to adjust compensation levels now or in the future. Based on the peer group data above, and the fact that the compensation amount has not been altered for 40 years, this is an appropriate time to consider any adjustments. While compensation amounts cannot exceed $900 per month, any amount below that figure and above the current rate of $300 could be adopted.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

A change in compensation levels has not been budgeted for. If salaries were raised to the maximum amount allowed by ordinance, general fund expenditures would increase by $38,540 annually ($36,000 in salary and $2,540 in benefits). Any such action would need to be accompanied by a budget adjustment, effective with the 2022-23 fiscal year.

OPTIONS:

The City Council can:

1. Request that staff work on a ballot measure to increase City Council compensation.
2. Request that staff work on an ordinance to increase City Council compensation.
3. Decline to move forward with this item.

ATTACHMENTS:

Santa Paula City Council Tentative Agenda Schedule

DEPARTMENT	MEETING DATE	Wednesday, March 2, 2022
P & R	3/02/2022	Arbor Day Proclamation
Fire		Ventura County Fire Department Report
Finance		Finance Department Report
P & R		Citywide Tree Maintenance Agreement
CDD		Special Event/Vendor Permit Fee
Finance		Mid-year Budget Report
		Wednesday, March 16, 2022
PD	3/16/2022	Police Department Report
Finance		Award of Contract for Legislative Advocacy
PW		SWFA with Athens Services
PW		Harvard Blvd Project Contract Award
CDD		Electric Fence Ordinance
		STUDY SESSION TOPICS
Admin		No Smoking Ordinance
CDD		Cultural Arts Council
Admin		Homelessness Discussion
Finance		Investment Strategy
		FUTURE AGENDA ITEMS
Admin		SoCal Edison discussion on rates
CDD		Franchise esVolta – Public Hearing
CDD		Housing Element Adoption
CDD		Inclusionary Housing DIF
Finance		Citywide User Fee Study- Award of Contract
P&R		Teague Park Restroom Construction Contract
CDD		Ri-Nu Project Application Discussion
PW		Pavement Management Plan Program Loan
Admin		Harvest at Limoneira Project Update

Updated 2/10/2022