City of Santa Paula

City Council

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, SEPTEMBER 3, 2025

6:30 PM - City Council Regular Meeting

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

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

CITY COUNCIL REGULAR MEETING

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

HOW TO PARTICIPATE IN PERSON DURING THE MEETING: If you wish to speak at a City Council meeting, please fill out a ***Public Comment Form*** noting your name and address and submit the form to the City Clerk. Include the Agenda item number, when appropriate. ***Public comments are limited to 3 minutes.***

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

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by 3:00 p.m. (PT) on the meeting date will be provided to the legislative body before the meeting. Public Comments received after 3:00 p.m. will be provided to the legislative body the next day.

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

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

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

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

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

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

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. CLOSED SESSION REPORT

6. PUBLIC COMMENT

At this time, members of the public may comment on any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council. A Public Comment Form must be submitted to the City Clerk prior to the beginning of the Public Comment period in order to be recognized to speak. Individuals submitting Public Comment Forms after the beginning of the Public Comment period will not be allowed to speak at this time, but may be recognized to speak by the Mayor at the conclusion of the meeting. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. The City Council may direct the City Manager to report to the City Council on the item at a later meeting. For items appearing on the Agenda, the public will be invited to make comments at the time the item comes up for City Council consideration. If a member of the public wishes to address a Consent Calendar item, please submit a Public Comment Form for that item. It may then be discussed separately by the Council, and the public will be invited to make comments at that time. At all times, please use the microphone and write your name and address on the Public Comment Form provided.

7. PRESENTATIONS

7.A CALIFORNIA 175TH BIRTHDAY PROCLAMATION

7.B MAYOR'S RECOGNITION AWARDS - FUTURE FARMERS OF AMERICA FAIR WINNERS

7.C 805 UNDOCUFUND - IMMIGRANT RAPID RESPONSE

7.D VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC) - SHORT RANGE TRANSIT PLAN (SRTP) PRESENTATION

7.E **FINANCE DEPARTMENT REPORT**
RECOMMENDATION:
Staff recommends that the City Council receive and file the January 2025 - August 2025 Activity Report for the Finance Department.

7.F ANNUAL AUDIT PRESENTATION

8. CITY COUNCIL REPORTS

9. CITY MANAGER REPORTS

10. CONSENT CALENDAR

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

10.A **ANNUAL AUDIT - FY 23/24**
RECOMMENDATION:
Staff recommends the City Council receive and place on file the Annual Audited Financial Statements for the Fiscal Year ended June 30, 2024.

Presented by: Christy Ramirez, Finance Director

10.B **ADVANCED WATER TREATMENT FACILITY PROJECT - RECOMMENDED SHORT-LIST OF PREQUALIFIED CONTRACTORS**
RECOMMENDATION:

1. Receive and file the recommended short-list of prequalified contractors for the Advanced Water Treatment Facility Phase I Project.

10.C **WATER ENTERPRISE PURCHASE OF FORD F150 LIGHTNING EV TO COMPLY WITH CARB ADVANCED CLEAN FLEETS REGULATIONS**
RECOMMENDATION:

Staff recommends that the City Council:

1. Consent to entering into a contract for a 2025 Ford F150 Lightning EV offered through a cooperative purchasing program.
2. Authorize the purchase of a 2025 Ford F150 Lightning EV in an amount not to exceed $87,000.

10.D **2025-2027 MEMORANDUM OF UNDERSTANDING WITH THE SUPERVISORY & PROFESSIONAL ASSOCIATION**
RECOMMENDATION:
It is recommended that the City Council:

1. Adopt Resolution No. 7584, approving the Memorandum of Understanding between the City of Santa Paula and the Supervisory & Professional Association for the period of July 1, 2025 through June 30, 2027.

10.E WATER ENTERPRISE PURCHASE OF 2025 VERMEER CV573SGT HYDRO EXCAVATOR TRAILER VIA SOURCEWELL COOPERATIVE CONTRACT

RECOMMENDATION:

Staff recommends that the City Council:

1. Consent to entering into a contract for the purchase of one (1) 2025 Vermeer CV573SGT Hydro Excavator Trailer offered through the Sourcewell cooperative purchasing program, and

2. Authorize the purchase in an amount not to exceed $75,932.33 (including taxes and fees).

10.F PECK ROAD WATER MAIN REPAIR PROJECT

RECOMMENDATION:

Staff recommends that the City Council:

1. Award a Construction Contract to Toro Enterprises, Inc. for the construction of the Peck Road Water Main Repair Project in the amount of $728,066.00 and authorize the City Manager to execute the contract in a form approved by the City Attorney;
2. Authorize the City Manager or his designee to approve contract change orders to the Construction Contract as required and verified by staff in an amount not to cumulatively exceed $145,613.00 (20% construction contingency) for the Peck Road Water Main Repair Project;
3. Authorize the City Manager or his designee to allocate a budgetary allowance not to exceed $30,000.00 for permits and inspection costs associated with approvals from Ventura County Watershed Protection District (VCWPD), Ventura County Transportation Commission (VCTC), and Sierra Northern Railway for the Peck Road Water Main Repair Project.

10.G VENTURA COUNTY FIRE PROTECTION DISTRICT LEASE (UNION OIL BUILDING LOT)

RECOMMENDATION:

1. Authorize the City Manager to execute the proposed Lease Agreement with the Ventura County Fire Protection District to extend the lease through September 1, 2026, in a form approved by the City Attorney.
2. Authorize the City manager, or designee, to further negotiate terms of the proposed Lease as necessary to effectuate its purpose.

11. PUBLIC HEARING

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

11.A INTRODUCTION OF ORDINANCE NO. 1347 AMENDING CHAPTERS 16.42 (PERFORMANCE STANDARDS) AND 16.44 (FENCES, WALLS, AND HEDGES) OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER SECTION 15061(b)(3) AND 15168(c)(2) OF THE PUBLIC RESOURCES CODE.

Presented by: Monica Castillo, City Attorney

RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing, receive public testimony, close the public hearing; and
2. Waive the first reading by title only, and introduce Ordinance No. 1346, entitled "An Ordinance amending Chapters 16.42 (Performance Standards) and 16.44 (Fences, Walls, and Hedges) of the Santa Paula Municipal Code in order to correct inconsistencies, outdated language and formatting and finding the action to be statutorily exempt from CEQA under Section 15061(b)(3) and 15168(c)(2) of the Public Resources Code".

12. ACTION ITEMS

12.A CONSIDERATION OF A TWO-YEAR INVESTMENT IN HOUSING TRUST FUND VENTURA COUNTY

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize a budget allocation of $100,000 per year as part of an investment in Housing Trust Fund Ventura County for FY 2025-2026 and FY 2026-2027 for a total of $200,000 allocation from the city's Affordable Housing Trust Fund (General Ledger No.219-5-9039-502).

Presented By: James Mason, Community & Economic Development Director

12.B CONSIDERATION OF A CITY COUNCIL AD HOC COMMITTEE ON IMMIGRATION

RECOMMENDATION:

Staff recommends the City Council:

1. Consider the establishment of the Council's Ad Hoc Committee on Immigration; and

2. Request the Mayor appoint up to two members of the City Council to serve on the Committee.

If Council desires to proceed, adopt Resolution No. 7588, establishing the Ad Hoc Committee on Immigration.

Presented by: Jonathan Royas, Deputy City Manager

13. ITEMS FOR FUTURE AGENDAS

13.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council review future agenda items.

14. CLOSED SESSION

15. 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: Christy Ramirez, Finance Director

Subject: FINANCE DEPARTMENT REPORT

Date: September 3, 2025

Agenda Item: 7.E

RECOMMENDATION:

Staff recommends that the City Council receive and file the January 2025 - August 2025 Activity Report for the Finance Department.

BACKGROUND:

Accounts Receivable

Finance prepares invoices and receives funds for various types of payments due to the City, including monthly Transient Occupancy Tax and rents for City-owned property. During the reporting period, billing for COBRA (continuation of health coverage), special events and permits, and other miscellaneous items occurred.

Accounts Payable

Finance processes disbursements to cover financial commitments of the City, maintains files for all City payments to vendors and contractors, and issues business license and utility deposit refunds. For the January through August 2025 period, accounts payable staff processed 7,305 invoices totaling over $39.5 million dollars. This total consists $6.8 million in payroll related expenses such as retirement and taxes including over $3 million in Unfunded Accrued Liability, $8.9 million in bond payments, $5.5 million loan to Redtail, and $2.4 million in construction related costs, $1.9m in citywide utilities and sewer operational costs, 1.5 million in professional services such as engineering and consultants (including for CIPs).

Purchasing

Staff continues to work with various departments to issue requests for proposals, assist in purchasing of materials, and processing purchase orders and requisitions. Over 150 new purchase orders were created between January and August 2025.

Business and Dog Licenses

On January 1, 2025, the Business License tax payment period began for the calendar year and are deemed as delinquent as of February 10, 2025. These licenses will be in effect until

December 31, 2025. Finance staff worked through their busiest time of year for business licenses (Jan-Mar), processing thousands of renewal notices in the firstquarter of the calendar year. The role was permanently filled during this period

Utility Billing

Staff continues to work with residents on utility payments and providing available assistance to avoid shutoffs when possible, communicating shutoff language in line with the Senate Bill 998 requirements. Shutoff notices have started to increase significantly more than what was experienced prior to the pandemic, though actual shutoffs continue on trend.

Other department achievements includes the production of the Fiscal Year 25/25 & 26/27 Budget, as well as an update to the Investment Policy, nearing completion on the User Fee Study, and assisting departments with various other City objectives.

ANALYSIS:

None.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan; however, it is beneficial to the public to be transparent about activities occurring in the City's Finance Department.

FISCAL IMPACTS:

None

OPTIONS:

Council may:

1. Receive and file the quarterly department report.
2. Request further information from City staff.

ATTACHMENTS:

Purchase Order Activity Report 1.1.25 through 8.27.25.pdf

City of Santa Paula, CA

Purchase Order Activity Report

Purchase Order Detail

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 016148 **Vendor Name:** AIRX TESTING SERVICES, INC.

Purchase Order: 25-03281

1/2/2025	Issued		5020.00		5020.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
VCAPCD COMPLIANCE TESTING	SERVICE	*.50*	0.00	0.00	5020.00
2/20/2025	Invoiced	225-013	-5020.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
VCAPCD COMPLIANCE TESTING	SERVICE	*.50*	0.00	0.00	5020.00

Vendor Number: 014315 **Vendor Name:** XYLEM WATER SOLUTIONS USA, INC.

Purchase Order: 25-03282

1/2/2025	Issued		32527.60		32527.60
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2 - FLYGT MODEL NP-3102.070 4" SUBM	GOODS	*.50*	1.00	31,262.60	31262.60
1/2/2025	Changed		0.00		32527.60
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2 - CONNECTION, DISCH 4X4" CI	GOODS	*.50*	1.00	2,786.00	2786.00
2 - FLYGT MODEL NP-3102.070 4" SUBM	GOODS	*.50*	1.00	23,944.00	23944.00
2 - HARDWARE, DISC CONN ASSY 304SS	GOODS	*.50*	1.00	1,198.00	1198.00
2 - HOOK, SAFETY ASSEMBLY SS	GOODS	*.50*	1.00	400.00	400.00
2 - KIT, CHAIN FITTING 3067-3127+316S	GOODS	*.50*	1.00	366.00	366.00
2 - KIT, HARDWARE 3/8" SS (2X)	GOODS	*.50*	1.00	186.00	186.00
5/28/2025	Changed		0.00		32527.60
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2 - FLYGT MODEL NP-3102.070 4" SUBM	GOODS	*.50*	1.00	31,262.60	31262.60
5/28/2025	Voided - Change		-32527.60		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2 - FLYGT MODEL NP-3102.070 4" SUBM	GOODS	*.50*	1.00	31,262.60	31262.60

Vendor Number: 010867 **Vendor Name:** TRI COUNTY OFFICE FURNITURE

Purchase Order: 25-03283

1/3/2025	Issued		4306.84		4306.84
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
OFFICE DESK AND CABINETS	GOODS	*.50*	1.00	1,260.98	1260.98
OFFICE DESK AND CABINETS	GOODS	*.50*	1.00	1,435.61	1435.61
OFFICE DESK AND CABINETS	GOODS	*.50*	1.00	1,610.25	1610.25
3/20/2025	Invoiced	201880	-4306.84		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
OFFICE DESK AND CABINETS	GOODS	*.50*	1.00	1,260.98	1260.98

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
OFFICE DESK AND CABINETS	GOODS	*.50*	1.00	1,435.61	1435.61
OFFICE DESK AND CABINETS	GOODS	*.50*	1.00	1,610.25	1610.25

Vendor Number: 011223 **Vendor Name:** MUSCO SPORTS LIGHTING, LLC

Purchase Order: 25-03284

1/6/2025	Issued		9077.95		9077.95
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE #434030 - LIGHT SERVICES AT I	SERVICE	*.15*	0.00	0.00	2165.25
INVOICE #434174 - LIGHT SERVICES AT I	SERVICE	*.15*	0.00	0.00	4747.45
1/9/2025	Invoiced	434174	-4747.45		4330.50
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE #434174 - LIGHT SERVICES AT I	SERVICE	*.15*	0.00	0.00	4747.45
1/9/2025	Invoiced	434030	-4330.50		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE #434030 - LIGHT SERVICES AT I	SERVICE	*.15*	0.00	0.00	2165.25

Vendor Number: 014686 **Vendor Name:** HASA, INC.

Purchase Order: 25-03285

1/6/2025	Issued		5294.42		5294.42
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
#1001804 MULTI - CHLOR,1 GAL BULK, I	GOODS	*.50*	1.00	5,294.42	5294.42
1/9/2025	Invoiced	1001804	-5294.42		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
#1001804 MULTI - CHLOR,1 GAL BULK, I	GOODS	*.50*	1.00	5,294.42	5294.42

Vendor Number: 010685 **Vendor Name:** SANTA PAULA BASIN PUMPER ASSOC

Purchase Order: 25-03286

1/6/2025	Issued		5716.00		5716.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ASSESSMENT NO. 19	N/A	*.50*	0.00	0.00	5716.00
1/9/2025	Invoiced	2024-113	-5716.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ASSESSMENT NO. 19	N/A	*.50*	0.00	0.00	5716.00

Vendor Number: 010828 **Vendor Name:** SWRCB ACCOUNTING OFFICE

Purchase Order: 25-03287

1/8/2025	Issued		55658.94		55658.94
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL FEE - PERIOD 7/1/24 - 6/30/25	N/A	*.50*	0.00	0.00	50599.04
1/8/2025	Changed		-5059.90		50599.04
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL FEE - PERIOD 7/1/24 - 6/30/25	N/A	*.50*	0.00	0.00	50599.04
1/9/2025	Invoiced	LW-1051465	-50599.04		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL FEE - PERIOD 7/1/24 - 6/30/25	N/A	*.50*	0.00	0.00	50599.04

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 012191 **Vendor Name:** DATAPROSE, LLC

Purchase Order: 25-03289

1/13/2025	Issued		5387.19	5387.19
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
UB STATEMENTS - BILL PERIOD 12/01/2	SERVICE	*.20*	0.00	0.00	1161.11
UB STATEMENTS - BILL PERIOD 12/01/2	SERVICE	*.20*	0.00	0.00	4226.08

1/23/2025	Invoiced	DP2406106	-5387.19	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
UB STATEMENTS - BILL PERIOD 12/01/2	SERVICE	*.20*	0.00	0.00	1161.11
UB STATEMENTS - BILL PERIOD 12/01/2	SERVICE	*.20*	0.00	0.00	4226.08

Vendor Number: 016575 **Vendor Name:** SYMBIUM CORP.

Purchase Order: 25-03291

1/16/2025	Issued		40000.00	40000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SYMBIUM CORP. PROFESSIONAL SERVIC	SERVICE	*.30*	0.00	0.00	40000.00

3/20/2025	Invoiced	SANTAPAULA-001	-30000.00	10000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SYMBIUM CORP. PROFESSIONAL SERVIC	SERVICE	*.30*	0.00	0.00	30000.00

Vendor Number: 015884 **Vendor Name:** NATIONAL AUTO FLEET GROUP

Purchase Order: 25-03292

1/16/2025	Issued		79978.44	79978.44
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2025 Ford F-150 Lightning (W3L)	GOODS	*.50*	1.00	38,978.44	38978.44
2025 Ford F-150 Lightning (W3L)	GOODS	*.50*	1.00	41,739.25	41739.25

1/16/2025	Changed		0.00	79978.44
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2025 Ford F-150 Lightning (W3L)	GOODS	*.50*	1.00	38,978.44	38978.44
2025 Ford F-150 Lightning (W3L)	GOODS	*.50*	1.00	41,000.00	41000.00

6/30/2025	Changed		739.25	80717.69
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2025 Ford F-150 Lightning (W3L)	GOODS	*.50*	1.00	38,978.44	38978.44
2025 Ford F-150 Lightning (W3L)	GOODS	*.50*	1.00	41,739.25	41739.25

6/30/2025	Invoiced	WF12698	-80717.69	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2025 Ford F-150 Lightning (W3L)	GOODS	*.50*	1.00	38,978.44	38978.44
2025 Ford F-150 Lightning (W3L)	GOODS	*.50*	1.00	41,739.25	41739.25

Vendor Number: 016293 **Vendor Name:** MCR TECHNOLOGIES

Purchase Order: 25-03293

1/17/2025	Issued		14976.17	14976.17
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	2,036.99	2036.99

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	4,466.78	4466.78
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	8,676.17	8676.17
5/20/2025	Changed		0.00		14976.17
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	2,036.99	2036.99
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	4,263.01	4263.01
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	8,676.17	8676.17
5/21/2025	Changed		203.77		15179.94
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	2,036.99	2036.99
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	4,466.78	4466.78
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	8,676.17	8676.17
5/29/2025	Invoiced	43598	-15179.94		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	2,036.99	2036.99
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	4,466.78	4466.78
ELECTROMAGNETIC FLOWMETER SYSTE	GOODS	*.50*	1.00	8,676.17	8676.17

Vendor Number: 010897 **Vendor Name:** UNITED WATER CONSERVATION DISTRICT

Purchase Order: 25-03294

1/17/2025	Issued		373118.05		373118.05
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
WELL # 11	N/A	*.50*	0.00	0.00	9781.69
WELL # 12	N/A	*.50*	0.00	0.00	114631.94
WELL # 13	N/A	*.50*	0.00	0.00	15053.52
WELL # 14 - NEW	N/A	*.50*	0.00	0.00	226293.31
WELL 1-B	N/A	*.50*	0.00	0.00	7357.59
1/23/2025	Invoiced	7/1/24-12/31/24	-373118.05		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
WELL # 11	N/A	*.50*	0.00	0.00	9781.69
WELL # 12	N/A	*.50*	0.00	0.00	114631.94
WELL # 13	N/A	*.50*	0.00	0.00	15053.52
WELL # 14 - NEW	N/A	*.50*	0.00	0.00	226293.31
WELL 1-B	N/A	*.50*	0.00	0.00	7357.59

Vendor Number: 014686 **Vendor Name:** HASA, INC.

Purchase Order: 25-03295

1/17/2025	Issued		6149.43		6149.43
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV 1012970	GOODS	*.50*	1.00	139.29	139.29
INV 1012972	GOODS	*.50*	1.00	153.60	153.60

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV 1012973	GOODS	*.50*	1.00	336.62	336.62
INV 1012974	GOODS	*.50*	1.00	1,598.13	1598.13
INV 1012981	GOODS	*.50*	1.00	3,921.79	3921.79
1/23/2025	Invoiced	1012981	-3921.79	2227.64
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV 1012981	GOODS	*.50*	1.00	3,921.79	3921.79
1/23/2025	Invoiced	1012974	-1598.13	629.51
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV 1012974	GOODS	*.50*	1.00	1,598.13	1598.13
1/23/2025	Invoiced	1012973	-336.62	292.89
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV 1012973	GOODS	*.50*	1.00	336.62	336.62
1/23/2025	Invoiced	1012972	-153.60	139.29
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV 1012972	GOODS	*.50*	1.00	153.60	153.60
1/23/2025	Invoiced	1012970	-139.29	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV 1012970	GOODS	*.50*	1.00	139.29	139.29

Vendor Number: 010736 **Vendor Name:** LEAGUE OF CALIFORNIA CITIES

Purchase Order: 25-03296

1/22/2025	Issued		14798.00	14798.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2025 MEMBERSHIP DUES - D. SINGER	N/A	*.05*	0.00	0.00	14798.00
1/23/2025	Invoiced	INV-26798-G5D6W0	-14798.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2025 MEMBERSHIP DUES - D. SINGER	N/A	*.05*	0.00	0.00	14798.00

Vendor Number: 010574 **Vendor Name:** INGLIS IMPORTS

Purchase Order: 25-03297

1/22/2025	Issued		5000.00	5000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MAINTENANCE TRAINING	SERVICE	*.45*	0.00	0.00	5000.00
1/23/2025	Invoiced	IPHS001324	-5000.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MAINTENANCE TRAINING	SERVICE	*.45*	0.00	0.00	5000.00

Vendor Number: 013292 **Vendor Name:** SANTA PAULA ANIMAL RESCUE CENTER (SPARC)

Purchase Order: 25-03298

1/27/2025	Issued		12500.00	12500.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MONTHLY PAYMENT FOR ANIMAL CON	SERVICE	*.45*	0.00	0.00	12500.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015747 **Vendor Name:** HACH COMPANY

Purchase Order: 25-03299

1/28/2025	Issued		15049.00		15049.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENEWAL - ANNUAL MAINTENANCE SR'	SERVICE	*.50*	0.00	0.00	15049.00
5/15/2025	Invoiced	14479300	-15049.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENEWAL - ANNUAL MAINTENANCE SR'	SERVICE	*.50*	0.00	0.00	15049.00

Vendor Number: 016034 **Vendor Name:** SPIRIT OF SANTA PAULA

Purchase Order: 25-03301

1/28/2025	Issued		72000.00		72000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BASE OPERATING EXPENSES - YEAR ROU	SERVICE	*.30*	0.00	0.00	24000.00
BASE OPERATING EXPENSES - YEAR ROU	SERVICE	*.30*	0.00	0.00	48000.00
1/31/2025	Invoiced	FEBRUARY FY24/25	-72000.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BASE OPERATING EXPENSES - YEAR ROU	SERVICE	*.30*	0.00	0.00	24000.00
BASE OPERATING EXPENSES - YEAR ROU	SERVICE	*.30*	0.00	0.00	48000.00

Vendor Number: 015829 **Vendor Name:** MANUFACTURERS EDGE INC.

Purchase Order: 25-03302

1/29/2025	Issued		4141.00		4141.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
GRUNDFOS SUPPLIES AND PARTS	GOODS	*.50*	1.00	803.19	803.19
GRUNDFOS SUPPLIES AND PARTS	GOODS	*.50*	1.00	3,337.81	3337.81
1/29/2025	Voided - Change		-4141.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
GRUNDFOS SUPPLIES AND PARTS	GOODS	*.50*	1.00	803.19	803.19
GRUNDFOS SUPPLIES AND PARTS	GOODS	*.50*	1.00	3,337.81	3337.81

Vendor Number: 016623 **Vendor Name:** LEXIPOL, LLC

Purchase Order: 25-03304

2/3/2025	Issued		6474.66		6474.66
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL LEFTA SHIELD SUITE SUBSCRIP'	SERVICE	*.45*	0.00	0.00	6474.66
2/6/2025	Invoiced	#INVPM11246058	-6474.66		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL LEFTA SHIELD SUITE SUBSCRIP'	SERVICE	*.45*	0.00	0.00	6474.66

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015638 **Vendor Name:** PS CONTAINERS

Purchase Order: 25-03305

2/3/2025	Issued		5629.00		5629.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
DECEMBER 2024 - INV#24096	SERVICE	*.15*	0.00	0.00	2814.50
JANUARY 2025 - INV#25002	SERVICE	*.15*	0.00	0.00	2814.50
2/6/2025	Invoiced	24096	-2814.50		2814.50
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
DECEMBER 2024 - INV#24096	SERVICE	*.15*	0.00	0.00	2814.50
2/6/2025	Invoiced	25002	-2814.50		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
JANUARY 2025 - INV#25002	SERVICE	*.15*	0.00	0.00	2814.50

Vendor Number: 010537 **Vendor Name:** HOUSE SANITARY SUPPLY

Purchase Order: 25-03306

2/3/2025	Issued		5745.08		5745.08
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE 299055	GOODS	*.15*	1.00	1,979.10	1979.10
INVOICE 299907	GOODS	*.15*	1.00	2,061.42	2061.42
INVOICE 300918	GOODS	*.15*	1.00	1,704.56	1704.56
2/6/2025	Invoiced	299055	-1979.10		3765.98
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE 299055	GOODS	*.15*	1.00	1,979.10	1979.10
2/6/2025	Invoiced	299907	-2061.42		1704.56
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE 299907	GOODS	*.15*	1.00	2,061.42	2061.42
2/6/2025	Invoiced	300918	-1704.56		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE 300918	GOODS	*.15*	1.00	1,704.56	1704.56

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 013975 **Vendor Name:** DODOS DESIGN - GARCIA, DAVID

Purchase Order: 25-03307

2/3/2025	Issued		13477.24		13477.24
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE#10986 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	7,677.50	7677.50
INVOICE#10993 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	996.00	996.00
INVOICE#10993 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	3,010.41	3010.41
INVOICE#10994 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	1,452.34	1452.34
INVOICE#11088 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	100.00	100.00
INVOICE#11088 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	240.99	240.99
2/6/2025	Invoiced	10986	-7677.50		5799.74
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE#10986 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	7,677.50	7677.50
2/6/2025	Invoiced	10993	-4006.41		1793.33
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE#10993 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	996.00	996.00
INVOICE#10993 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	3,010.41	3010.41
2/6/2025	Invoiced	10994	-1452.34		340.99
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE#10994 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	1,452.34	1452.34
2/6/2025	Invoiced	11088	-340.99		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE#11088 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	100.00	100.00
INVOICE#11088 INCLUDES TAXABLE ITE	GOODS	*.15*	1.00	240.99	240.99

Vendor Number: 010406 **Vendor Name:** FERGUSON WATERWORKS #1084

Purchase Order: 25-03308

2/4/2025	Issued		594.71		594.71
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LF 1X2-5/8 MIP STRT MTR COUP	GOODS	*.50*	12.00	20.45	245.35
LF 3/4 FIP X 1 CTS COMP COUP	GOODS	*.50*	12.00	25.34	304.04
2/4/2025	Changed		0.00		594.71
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LF 1X2-5/8 MIP STRT MTR COUP	GOODS	*.50*	12.00	20.45	245.35
LF 3/4 FIP X 1 CTS COMP COUP	GOODS	*.50*	12.00	25.34	304.04

Vendor Number: 014129 **Vendor Name:** SAM HILL & SONS, INC

Purchase Order: 25-03309

2/5/2025	Issued		191741.88		191741.88
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#3 - CATCH BASIN FULL CAPTURE	SERVICE	*.50*	0.00	0.00	100000.00
MWO#4 - TEE & HYDRANT REPLACEMEI	SERVICE	*.50*	0.00	0.00	11020.00
MWO#4 - TEE & HYDRANT REPLACEMEI	SERVICE	*.50*	0.00	0.00	16530.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#5 - 129 N. 10TH ST/HWY 150 SER	SERVICE	*.50*	0.00	0.00	27491.88
MWO#6 - 4600 BLOCK OJAI RD/ST HIGH	SERVICE	*.50*	0.00	0.00	36700.00
2/10/2025	Invoiced	5130	-27491.88	164250.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#5 - 129 N. 10TH ST/HWY 150 SER	SERVICE	*.50*	0.00	0.00	27491.88
3/6/2025	Invoiced	5247	-97785.00	66465.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#3 - CATCH BASIN FULL CAPTURE	SERVICE	*.50*	0.00	0.00	97785.00
3/20/2025	Invoiced	5269	-36700.00	29765.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#6 - 4600 BLOCK OJAI RD/ST HIGH	SERVICE	*.50*	0.00	0.00	36700.00
5/1/2025	Invoiced	5256	-27550.00	2215.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#4 - TEE & HYDRANT REPLACEMEI	SERVICE	*.50*	0.00	0.00	11020.00
MWO#4 - TEE & HYDRANT REPLACEMEI	SERVICE	*.50*	0.00	0.00	16530.00

Vendor Number: 015898 **Vendor Name:** CALIFORNIA SURVEYING AND DRAFTING SUPPLY INC

Purchase Order: 25-03310

2/11/2025	Issued		1860.00	1860.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TRIMBLE CATALYST 30 AND TRIMBLE TE	SERVICE	*.50*	0.00	0.00	1860.00
3/20/2025	Invoiced	91527797	-1860.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TRIMBLE CATALYST 30 AND TRIMBLE TE	SERVICE	*.50*	0.00	0.00	1860.00

Vendor Number: 016631 **Vendor Name:** BFS GROUP LLC

Purchase Order: 25-03311

2/12/2025	Issued		1135.70	1135.70
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
8x8x12 TREATED WOOD	GOODS	*.50*	3.00	348.11	1044.33
LUMBAR PRODUCTS ASSESSMENT 1%	GOODS	*.50*	1.00	10.44	10.44
3/6/2025	Invoiced	76927920-00	-1135.70	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
8x8x12 TREATED WOOD	GOODS	*.50*	3.00	348.11	1044.33
LUMBAR PRODUCTS ASSESSMENT 1%	GOODS	*.50*	1.00	10.44	10.44

Vendor Number: 014870 **Vendor Name:** BOYD & ASSOCIATES

Purchase Order: 25-03312

2/13/2025	Issued		10250.00	10250.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FIRE ALARM DEPOSIT - EQUIPMENT ANI	SERVICE	*.15*	0.00	0.00	3550.00
FIRE ALARM FINAL - EQUIPMENT AND II	SERVICE	*.15*	0.00	0.00	3550.00
SECURITY ALARM DEPOSIT- EQUIPMENT	SERVICE	*.15*	0.00	0.00	1575.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SECURITY ALARM FINAL - EQUIPMENT A	SERVICE	*.15*	0.00	0.00	1575.00
2/20/2025	Invoiced	DEPOSIT1/21/25	-5125.00	5125.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FIRE ALARM DEPOSIT - EQUIPMENT ANI	SERVICE	*.15*	0.00	0.00	3550.00
SECURITY ALARM DEPOSIT- EQUIPMENT	SERVICE	*.15*	0.00	0.00	1575.00

Vendor Number: 012191 **Vendor Name:** DATAPROSE, LLC

Purchase Order: 25-03313

2/18/2025	Issued		5396.85	5396.85
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
UTILITY STATEMENT SERVICES 1/1/25 -	SERVICE	*.20*	0.00	0.00	1161.76
UTILITY STATEMENT SERVICES 1/1/25 -	SERVICE	*.20*	0.00	0.00	4235.09
2/20/2025	Invoiced	DP2500351	-5396.85	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
UTILITY STATEMENT SERVICES 1/1/25 -	SERVICE	*.20*	0.00	0.00	1161.76
UTILITY STATEMENT SERVICES 1/1/25 -	SERVICE	*.20*	0.00	0.00	4235.09

Vendor Number: 015787 **Vendor Name:** E & M ELECTRIC AND MACHINERY, INC.

Purchase Order: 25-03315

2/24/2025	Issued		12475.00	12475.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
WONDERWARE SOFTWARE RENEWAL	SERVICE	*.50*	0.00	0.00	12475.00
3/6/2025	Invoiced	456117	-12475.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
WONDERWARE SOFTWARE RENEWAL	SERVICE	*.50*	0.00	0.00	12475.00

Vendor Number: 014968 **Vendor Name:** WILLDAN FINANCIAL SERVICES

Purchase Order: 25-03316

2/28/2025	Issued		5950.00	5950.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 SB1029 CDIAC REPORT PREPAR	SERVICE	*.20*	0.00	0.00	950.00
FY23/24 SB1029 CDIAC REPORT PREPAR	SERVICE	*.20*	0.00	0.00	2150.00
FY23/24 SB1029 CDIAC REPORT PREPAR	SERVICE	*.20*	0.00	0.00	2850.00
3/6/2025	Invoiced	010-60911	-5950.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 SB1029 CDIAC REPORT PREPAR	SERVICE	*.20*	0.00	0.00	950.00
FY23/24 SB1029 CDIAC REPORT PREPAR	SERVICE	*.20*	0.00	0.00	2150.00
FY23/24 SB1029 CDIAC REPORT PREPAR	SERVICE	*.20*	0.00	0.00	2850.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 016640 **Vendor Name:** JONES HALL, A PROFESSIONAL LAW CORPORATION

Purchase Order: 25-03317

2/28/2025	Issued		25000.00		25000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SPECIAL COUNSEL TO CITY AND AUTHOI	SERVICE	*.20*	0.00	0.00	25000.00
3/6/2025	Invoiced	10/9/23	-25000.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SPECIAL COUNSEL TO CITY AND AUTHOI	SERVICE	*.20*	0.00	0.00	25000.00

Vendor Number: 016567 **Vendor Name:** KIRBY OLDSMOBILE INC.

Purchase Order: 25-03318

3/5/2025	Issued		44200.00		44200.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2025 KIA CARNIVAL LXS	GOODS	*.15*	1.00	4,200.00	4200.00
2025 KIA CARNIVAL LXS	GOODS	*.15*	1.00	40,000.00	40000.00
3/6/2025	Invoiced	26053	-44200.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2025 KIA CARNIVAL LXS	GOODS	*.15*	1.00	4,200.00	4200.00
2025 KIA CARNIVAL LXS	GOODS	*.15*	1.00	40,000.00	40000.00

Vendor Number: 011151 **Vendor Name:** C.O.R. PLUMBING SUPPLIES

Purchase Order: 25-03319

3/19/2025	Issued		10240.00		10240.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
REMOVE AND REPLACE 75' OF SDR 35 P	SERVICE	*.15*	0.00	0.00	10240.00

Vendor Number: 016606 **Vendor Name:** EQ LANDSCAPING, INC.

Purchase Order: 25-03320

3/20/2025	Issued		26145.00		26145.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TREE SERVICES - PRUNE 249 CITY TREES	SERVICE	*.15*	0.00	0.00	3525.00
TREE SERVICES - PRUNE 249 CITY TREES	SERVICE	*.15*	0.00	0.00	22620.00
4/28/2025	Voided - Change		-26145.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TREE SERVICES - PRUNE 249 CITY TREES	SERVICE	*.15*	0.00	0.00	3525.00
TREE SERVICES - PRUNE 249 CITY TREES	SERVICE	*.15*	0.00	0.00	22620.00

Vendor Number: 014854 **Vendor Name:** AERZEN USA CORPORATION

Purchase Order: 25-03321

3/20/2025	Issued		49000.00		49000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ON-CALL MAINTENANCE AND EMERGEN	SERVICE	*.50*	0.00	0.00	49000.00
6/30/2025	Invoiced	SEPI-25-03553	-2500.00		46500.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ON-CALL MAINTENANCE AND EMERGEN	SERVICE	*.50*	0.00	0.00	2500.00

Vendor Number: 016126 **Vendor Name:** ENVISION VTA FD AUTO LLC

Date	Activity Type	Payable ID	Activity Amount	Balance

Purchase Order: 25-03322

3/25/2025	Issued		31098.19		31098.19
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FEES	GOODS	*.15*	1.00	590.00	590.00
2025 FORD MAVERICK XL HYBRID	GOODS	*.15*	1.00	28,183.75	28183.75
3/25/2025	Invoiced	3/24/25	-31098.19		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FEES	GOODS	*.15*	1.00	590.00	590.00
2025 FORD MAVERICK XL HYBRID	GOODS	*.15*	1.00	28,183.75	28183.75

Vendor Number: 010017 **Vendor Name:** LIEBERT CASSIDY WHITMORE

Purchase Order: 25-03323

3/25/2025	Issued		17487.35		17487.35
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CLIENT/MATTER NO.: SA560-00049 INV	SERVICE	*.45*	0.00	0.00	17487.35
3/25/2025	Invoiced	282998	-6810.00		10677.35
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CLIENT/MATTER NO.: SA560-00049 INV	SERVICE	*.45*	0.00	0.00	6810.00
3/25/2025	Invoiced	280721	-10677.35		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CLIENT/MATTER NO.: SA560-00049 INV	SERVICE	*.45*	0.00	0.00	10677.35

Vendor Number: 015723 **Vendor Name:** MULHOLLAND CONSULTING GROUP, LLC

Purchase Order: 25-03324

3/25/2025	Issued		14000.00		14000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CONSULTING - 2025-2027 WORKSHOPS	SERVICE	*.05*	0.00	0.00	14000.00
3/25/2025	Invoiced	1246	-14000.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CONSULTING - 2025-2027 WORKSHOPS	SERVICE	*.05*	0.00	0.00	14000.00

Vendor Number: 011891 **Vendor Name:** ULINE SHIPPING SUPPLIES

Purchase Order: 25-03325

3/26/2025	Issued		37330.31		37330.31
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
OFFICE FURNITURE FOR POLICE STATIOI	GOODS	*.15*	1.00	34,053.00	34053.00
4/17/2025	Invoiced	33913151	-37615.47		-285.16
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
OFFICE FURNITURE FOR POLICE STATIOI	GOODS	*.15*	1.00	34,002.00	34002.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 016675 **Vendor Name:** KONECRANES, INC.

Purchase Order: 25-03326

3/28/2025	Issued		4070.00	4070.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INSPECTION AND CERTIFICATION SRVS.	SERVICE	*.50*	0.00	0.00	4070.00

5/1/2025	Invoiced	15517484	-2100.55	1969.45
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INSPECTION AND CERTIFICATION SRVS.	SERVICE	*.50*	0.00	0.00	2100.55

Vendor Number: 012191 **Vendor Name:** DATAPROSE, LLC

Purchase Order: 25-03327

3/31/2025	Issued		5418.19	5418.19
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILL PERIOD 02/01/25 - 02/28/25	SERVICE	*.20*	0.00	0.00	1164.87
BILL PERIOD 02/01/25 - 02/28/25	SERVICE	*.20*	0.00	0.00	4253.32

4/3/2025	Invoiced	DP2500906	-5418.19	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILL PERIOD 02/01/25 - 02/28/25	SERVICE	*.20*	0.00	0.00	1164.87
BILL PERIOD 02/01/25 - 02/28/25	SERVICE	*.20*	0.00	0.00	4253.32

Vendor Number: 011389 **Vendor Name:** TYLER TECHNOLOGIES, INC

Purchase Order: 25-03328

3/31/2025	Issued		10346.53	10346.53
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CORE FINANCIALS, SYSTEM SOFTWARE	SERVICE	*.05*	0.00	0.00	10346.53

4/3/2025	Invoiced	025-501805	-10346.53	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CORE FINANCIALS, SYSTEM SOFTWARE	SERVICE	*.05*	0.00	0.00	10346.53

Vendor Number: 010187 **Vendor Name:** F M PEARCE Company

Purchase Order: 25-03329

3/31/2025	Issued		10166.83	10166.83
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SO#5347 2/19/2025 SERVICES	SERVICE	*.15*	0.00	0.00	2287.80
SO#5348 2/24/2025 SERVICES	SERVICE	*.15*	0.00	0.00	3473.00
SO#92160 2/25/2025 SERVICES	SERVICE	*.15*	0.00	0.00	4406.03

4/3/2025	Invoiced	SO#5347	-2287.80	7879.03
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SO#5347 2/19/2025 SERVICES	SERVICE	*.15*	0.00	0.00	2287.80

4/3/2025	Invoiced	SO#5348	-3473.00	4406.03
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SO#5348 2/24/2025 SERVICES	SERVICE	*.15*	0.00	0.00	3473.00

4/3/2025	Invoiced	92160	-4406.03	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SO#92160 2/25/2025 SERVICES	SERVICE	*.15*	0.00	0.00	4406.03

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 013716 **Vendor Name:** LIBERTY PARK WATER CO.

Purchase Order: 25-03330

4/2/2025	Issued		73000.00	73000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TWO INTEREST PAYMENTS OF $36,500.(	N/A	*.50*	0.00	0.00	73000.00
4/3/2025	Invoiced	3/11/25 INTEREST	-73000.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TWO INTEREST PAYMENTS OF $36,500.(	N/A	*.50*	0.00	0.00	73000.00

Vendor Number: 014475 **Vendor Name:** HUBER TECHNOLOGY

Purchase Order: 25-03331

4/9/2025	Issued		10920.38	10920.38
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
WRF REPAIR PARTS FOR INFLUENT SCRE	GOODS	*.50*	1.00	10,088.12	10088.12
6/12/2025	Invoiced	CD10028820	-11002.77	-82.39
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
WRF REPAIR PARTS FOR INFLUENT SCRE	GOODS	*.50*	1.00	10,088.12	10088.12

Vendor Number: 016684 **Vendor Name:** COOKSON, EARL

Purchase Order: 25-03333

4/11/2025	Issued		8418.94	8418.94
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
DOWNTOWN PRESSURE WASHING - RE(	GOODS	*.50*	1.00	475.00	475.00
DOWNTOWN PRESSURE WASHING - SEI	SERVICE	*.50*	0.00	0.00	7900.00
5/15/2025	Invoiced	24981616	-8418.94	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
DOWNTOWN PRESSURE WASHING - RE(	GOODS	*.50*	1.00	475.00	475.00
DOWNTOWN PRESSURE WASHING - SEI	SERVICE	*.50*	0.00	0.00	7900.00

Vendor Number: 014714 **Vendor Name:** MUNIQUIP, LLC.

Purchase Order: 25-03334

4/14/2025	Issued		46945.95	46945.95
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
D3R-SHH PUMP ASSEMBLY US STANDAI	GOODS	*.50*	2.00	21,430.00	42860.00

Vendor Number: 016524 **Vendor Name:** EXCEPTIONAL EDUCATION,LLC

Purchase Order: 25-03335

4/14/2025	Issued		9000.00	9000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE#: SPPR-2024-W5-BW.1	SERVICE	*.15*	0.00	0.00	4500.00
INVOICE#: SPPR-2024-W5-BW.2	SERVICE	*.15*	0.00	0.00	4500.00
4/17/2025	Invoiced	SPPR-2024-W5-BW.1	-4500.00	4500.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE#: SPPR-2024-W5-BW.2	SERVICE	*.15*	0.00	0.00	4500.00
4/17/2025	Invoiced	SPPR-2024-W5-BW.2	-4500.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVOICE#: SPPR-2024-W5-BW.1	SERVICE	*.15*	0.00	0.00	4500.00

Vendor Number: 012191 **Vendor Name:** DATAPROSE, LLC

Purchase Order: 25-03336

4/14/2025	Issued		5414.44		5414.44
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILL PERIOD: 3/1/25 - 3/31/25	SERVICE	*.20*	0.00	0.00	1162.79
BILL PERIOD: 3/1/25 - 3/31/25	SERVICE	*.20*	0.00	0.00	4251.65
4/17/2025	Invoiced	DP2501471	-5414.44		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILL PERIOD: 3/1/25 - 3/31/25	SERVICE	*.20*	0.00	0.00	1162.79
BILL PERIOD: 3/1/25 - 3/31/25	SERVICE	*.20*	0.00	0.00	4251.65

Vendor Number: 014968 **Vendor Name:** WILLDAN FINANCIAL SERVICES

Purchase Order: 25-03337

4/15/2025	Issued		5100.00		5100.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 ANNUAL CONTINUING DISCLOS	SERVICE	*.20*	0.00	0.00	2000.00
FY23/24 ANNUAL CONTINUING DISCLOS	SERVICE	*.20*	0.00	0.00	3100.00
4/17/2025	Invoiced	010-61832	-5100.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 ANNUAL CONTINUING DISCLOS	SERVICE	*.20*	0.00	0.00	2000.00
FY23/24 ANNUAL CONTINUING DISCLOS	SERVICE	*.20*	0.00	0.00	3100.00

Vendor Number: 011389 **Vendor Name:** TYLER TECHNOLOGIES, INC

Purchase Order: 25-03339

4/23/2025	Issued		21555.94		21555.94
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ERP PRO UTILITIES ANNUAL FEES, HARD	SERVICE	*.05*	0.00	0.00	1284.12
PERSONNEL MNGMNT SUITE, ERP PRO I	SERVICE	*.05*	0.00	0.00	20271.82
5/1/2025	Invoiced	025-506755	-21555.94		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ERP PRO UTILITIES ANNUAL FEES, HARD	SERVICE	*.05*	0.00	0.00	1284.12
PERSONNEL MNGMNT SUITE, ERP PRO I	SERVICE	*.05*	0.00	0.00	20271.82

Vendor Number: 011306 **Vendor Name:** CONSOLIDATED ELECTRICAL DISTRIBUTOR

Purchase Order: 25-03340

4/24/2025	Issued		5775.46		5775.46
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
REPLACEMENT PARTS FOR WRF PUMP	GOODS	*.50*	1.00	5,360.06	5360.06
5/29/2025	Invoiced	9009-1057545	-5748.66		26.80
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
REPLACEMENT PARTS FOR WRF PUMP	GOODS	*.50*	1.00	5,360.06	5360.06

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 010395 **Vendor Name:** FAMCON PIPE & SUPPLY, INC.

Purchase Order: 25-03341

4/25/2025	Issued		402.72	402.72

Item	Commodity	Department	Units	Price	Amount
6" SB #239 RPR Clamp w/1" Tap	GOODS	*.50*	1.00	375.50	375.50

Vendor Number: 016693 **Vendor Name:** WEST COAST TELCOM PRODUCTS

Purchase Order: 25-03342

4/25/2025	Issued		4955.14	4955.14

Item	Commodity	Department	Units	Price	Amount
RECEIVER, vLOC3-PRO, EQUIPPED WITH	GOODS	*.50*	1.00	1,000.00	1000.00
RECEIVER, vLOC3-PRO, EQUIPPED WITH	GOODS	*.50*	1.00	2,955.14	2955.14

5/15/2025	Invoiced	W17837	-4955.14	0.00

Item	Commodity	Department	Units	Price	Amount
RECEIVER, vLOC3-PRO, EQUIPPED WITH	GOODS	*.50*	1.00	1,000.00	1000.00
RECEIVER, vLOC3-PRO, EQUIPPED WITH	GOODS	*.50*	1.00	2,955.14	2955.14

Vendor Number: 016683 **Vendor Name:** DON JAVI'S TREE SERVICE IN

Purchase Order: 25-03343

4/29/2025	Issued		26900.00	26900.00

Item	Commodity	Department	Units	Price	Amount
PRUNE 249 CITY TREES	SERVICE	*.15*	0.00	0.00	4280.00
PRUNE 249 CITY TREES	SERVICE	*.15*	0.00	0.00	22620.00

5/29/2025	Invoiced	INV247	-26900.00	0.00

Item	Commodity	Department	Units	Price	Amount
PRUNE 249 CITY TREES	SERVICE	*.15*	0.00	0.00	4280.00
PRUNE 249 CITY TREES	SERVICE	*.15*	0.00	0.00	22620.00

Vendor Number: 010960 **Vendor Name:** PUBLIC WORKS AGENCY

Purchase Order: 25-03344

4/30/2025	Issued		15002.10	15002.10

Item	Commodity	Department	Units	Price	Amount
SANTA CLARA RIVER BACTERIA TMDL	SERVICE	*.50*	0.00	0.00	15002.10

5/15/2025	Invoiced	WPD-1391	-15002.10	0.00

Item	Commodity	Department	Units	Price	Amount
SANTA CLARA RIVER BACTERIA TMDL	SERVICE	*.50*	0.00	0.00	15002.10

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 016694 **Vendor Name:** HR DYNAMICS & PERFORMANCE, INC

Purchase Order: 25-03345

4/30/2025	Issued		55000.00		55000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HUMAN RESOURCES CONSULTING SRVS	SERVICE	*.05*	0.00	0.00	55000.00
5/15/2025	Invoiced	5/7/25	-27407.00		27593.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HUMAN RESOURCES CONSULTING SRVS	SERVICE	*.05*	0.00	0.00	27407.00
5/15/2025	Invoiced	3/24/25	-25266.06		2326.94
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HUMAN RESOURCES CONSULTING SRVS	SERVICE	*.05*	0.00	0.00	25266.06

Vendor Number: 016035 **Vendor Name:** APEX GENERAL CONTRACTORS, INC

Purchase Order: 25-03346

5/5/2025	Issued		73527.45		73527.45
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENTENTION HELD ON MULTIPLE INVOI	N/A	*.30*	0.00	0.00	73527.45
5/5/2025	Invoiced	2157-RET	-73527.45		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENTENTION HELD ON MULTIPLE INVOI	N/A	*.30*	0.00	0.00	73527.45

Vendor Number: 015640 **Vendor Name:** HUITT-ZOLLARS, INC.

Purchase Order: 25-03347

5/5/2025	Issued		63720.00		63720.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TO#1 - CANYON BOOSTER PUMP STATIC	N/A	*.50*	0.00	0.00	33800.00
TO#2 - WELL NO. 12 IMPROVEMENTS	N/A	*.50*	0.00	0.00	29920.00

Vendor Number: 015666 **Vendor Name:** GOVINVEST INC.

Purchase Order: 25-03349

5/6/2025	Issued		7000.00		7000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PENSION MODULE - ANNUAL SUBSCRIP	SERVICE	*.20*	0.00	0.00	7000.00
5/15/2025	Invoiced	2025-6229	-7000.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PENSION MODULE - ANNUAL SUBSCRIP	SERVICE	*.20*	0.00	0.00	7000.00

Vendor Number: 016702 **Vendor Name:** BC RINCON CONSTRUCTION, INC.

Purchase Order: 25-03350

5/15/2025	Issued		23287.00		23287.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CONCRETE SERVICES NEEDED AT B&G C	SERVICE	*.15*	0.00	0.00	23287.00
6/30/2025	Invoiced	12989	-23287.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CONCRETE SERVICES NEEDED AT B&G C	SERVICE	*.15*	0.00	0.00	23287.00

Vendor Number: 013561 **Vendor Name:** GOVERNMENTJOBS.COM, INC.

Date	Activity Type	Payable ID	Activity Amount	Balance

Purchase Order: 25-03351

5/20/2025	Issued		8269.24	8269.24
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
GOVERNMENTJOBS.COM AND INSIGHT	N/A	*.05*	0.00	0.00	8269.24

5/29/2025	Invoiced	INV-134247	-8269.24	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
GOVERNMENTJOBS.COM AND INSIGHT	N/A	*.05*	0.00	0.00	8269.24

Vendor Number: 010799 **Vendor Name:** SPARLING INSTRUMENTS, INC.

Purchase Order: 25-03352

5/20/2025	Issued		3930.00	3930.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FIELD SERVICE - LABOR	N/A	*.50*	0.00	0.00	3930.00

6/26/2025	Invoiced	3079401	-3930.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FIELD SERVICE - LABOR	N/A	*.50*	0.00	0.00	3930.00

Vendor Number: 015721 **Vendor Name:** NHA ADVISORS

Purchase Order: 25-03353

5/20/2025	Issued		10656.25	10656.25
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILLING PERIOD 1.1.25 - 4.30.25	SERVICE	*.20*	0.00	0.00	8456.25
BILLING PERIOD MAY 2025	SERVICE	*.20*	0.00	0.00	2200.00

5/29/2025	Invoiced	#01678	-8456.25	2200.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILLING PERIOD 1.1.25 - 4.30.25	SERVICE	*.20*	0.00	0.00	8456.25

Vendor Number: 015580 **Vendor Name:** RECDESK LLC

Purchase Order: 25-03354

5/27/2025	Issued		5460.00	5460.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RD-SUBSCRIPTIONS	SERVICE	*.15*	0.00	0.00	1460.00
RD-SUBSCRIPTIONS	SERVICE	*.15*	0.00	0.00	1500.00
RD-SUBSCRIPTIONS	SERVICE	*.15*	0.00	0.00	2500.00

5/29/2025	Invoiced	RD-001305	-5460.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RD-SUBSCRIPTIONS	SERVICE	*.15*	0.00	0.00	1460.00
RD-SUBSCRIPTIONS	SERVICE	*.15*	0.00	0.00	1500.00
RD-SUBSCRIPTIONS	SERVICE	*.15*	0.00	0.00	2500.00

Vendor Number: 011336 **Vendor Name:** CDCE INC.

Purchase Order: 25-03355

5/27/2025	Issued		4980.43	4980.43
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PANASONIC TOUGHBOOK FZ-55	GOODS	*.50*	1.00	119.80	119.80
PANASONIC TOUGHBOOK FZ-55	GOODS	*.50*	1.00	1,001.45	1001.45

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PANASONIC TOUGHBOOK FZ-55	GOODS	*.50*	1.00	1,859.18	1859.18
PANASONIC TOUGHBOOK FZ-55	GOODS	*.50*	1.00	2,000.00	2000.00
6/26/2025	Invoiced	143696	-4829.66	150.77
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PANASONIC TOUGHBOOK FZ-55	GOODS	*.50*	0.92	1,859.18	1708.41
PANASONIC TOUGHBOOK FZ-55	GOODS	*.50*	1.00	119.80	119.80
PANASONIC TOUGHBOOK FZ-55	GOODS	*.50*	1.00	1,001.45	1001.45
PANASONIC TOUGHBOOK FZ-55	GOODS	*.50*	1.00	2,000.00	2000.00
6/30/2025	Invoiced	143738	-150.77	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PANASONIC TOUGHBOOK FZ-55	GOODS	*.50*	0.08	1,859.18	150.77

Vendor Number: 010975 **Vendor Name:** VENTURA REGIONAL SANITATION DISTRICT

Purchase Order: 25-03356

5/28/2025	Issued	32527.60	32527.60
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PAY VRSD FOR XYLEM PUMP REPLACEM	N/A	*.50*	0.00	0.00	32527.60
5/29/2025	Invoiced	234303-04/30/25 XYLEM	-32527.60	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PAY VRSD FOR XYLEM PUMP REPLACEM	N/A	*.50*	0.00	0.00	32527.60

Vendor Number: 015016 **Vendor Name:** SPL LANDSCAPE INC.

Purchase Order: 25-03357

6/3/2025	Issued	20800.00	20800.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TREE PRUNING SERVICES	SERVICE	*.15*	0.00	0.00	5732.30
TREE PRUNING SERVICES	SERVICE	*.15*	0.00	0.00	15067.70
6/30/2025	Invoiced	15311	-20800.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TREE PRUNING SERVICES	SERVICE	*.15*	0.00	0.00	5732.30
TREE PRUNING SERVICES	SERVICE	*.15*	0.00	0.00	15067.70

Vendor Number: 014870 **Vendor Name:** BOYD & ASSOCIATES

Purchase Order: 25-03358

6/3/2025	Issued	9750.00	9750.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INSTALLATION AND MONTHLY ALARM S	SERVICE	*.15*	0.00	0.00	9750.00
6/26/2025	Invoiced	354122	-1710.00	8040.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INSTALLATION AND MONTHLY ALARM S	SERVICE	*.15*	0.00	0.00	1710.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015859 **Vendor Name:** ROGERS, ANDERSON, MALODY & SCOTT, LLP

Purchase Order: 25-03360

6/5/2025	Issued		10270.00	10270.00

Item	Commodity	Department	Units	Price	Amount
MARCH 2025 - PROFESSIONAL SERVICES	SERVICE	*.20*	0.00	0.00	10270.00

6/5/2025	Voided - Change		-10270.00	0.00

Item	Commodity	Department	Units	Price	Amount
MARCH 2025 - PROFESSIONAL SERVICES	SERVICE	*.20*	0.00	0.00	10270.00

Vendor Number: 016746 **Vendor Name:** PACIFIC ENERGY CONCEPTS, LLC

Purchase Order: 25-03361

6/6/2025	Issued		48401.28	48401.28

Item	Commodity	Department	Units	Price	Amount
LED PROJECT - CITY HALL, COMM CTR. A	SERVICE	*.15*	0.00	0.00	47719.00

Vendor Number: 015399 **Vendor Name:** ROBERT WILLIAM COMPANY, LLC

Purchase Order: 25-03362

6/9/2025	Issued		13633.55	13633.55

Item	Commodity	Department	Units	Price	Amount
PROJ. MGMNT SERVS. FOR GENERATOR	SERVICE	*.15*	0.00	0.00	13633.55

6/12/2025	Invoiced	8089	-13633.55	0.00

Item	Commodity	Department	Units	Price	Amount
PROJ. MGMNT SERVS. FOR GENERATOR	SERVICE	*.15*	0.00	0.00	13633.55

Vendor Number: 015829 **Vendor Name:** MANUFACTURERS EDGE INC.

Purchase Order: 25-03363

6/10/2025	Issued		1461.39	1461.39

Item	Commodity	Department	Units	Price	Amount
GRUNDFOS KITS: #97751479, #977515	GOODS	*.50*	1.00	1,315.20	1315.20

6/30/2025	Invoiced	SIN208202	-1461.39	0.00

Item	Commodity	Department	Units	Price	Amount
GRUNDFOS KITS: #97751479, #977515	GOODS	*.50*	1.00	1,315.20	1315.20

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015859 **Vendor Name:** ROGERS, ANDERSON, MALODY & SCOTT, LLP

Purchase Order: 25-03364

6/10/2025	Issued		11400.00		11400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILLING FOR AUDIT SRVS FOR FY ENDIN	SERVICE	*.20*	0.00	0.00	360.00
BILLING FOR AUDIT SRVS FOR FY ENDIN	SERVICE	*.20*	0.00	0.00	1680.00
BILLING FOR AUDIT SRVS FOR FY ENDIN	SERVICE	*.20*	0.00	0.00	2280.00
BILLING FOR CONSULTING SRVS - FY EN	SERVICE	*.20*	0.00	0.00	5400.00
6/12/2025	Invoiced	77482	-6000.00		5400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILLING FOR AUDIT SRVS FOR FY ENDIN	SERVICE	*.20*	0.00	0.00	360.00
BILLING FOR AUDIT SRVS FOR FY ENDIN	SERVICE	*.20*	0.00	0.00	1680.00
BILLING FOR AUDIT SRVS FOR FY ENDIN	SERVICE	*.20*	0.00	0.00	2280.00
6/12/2025	Invoiced	77478	-5400.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILLING FOR CONSULTING SRVS - FY EN	SERVICE	*.20*	0.00	0.00	5400.00

Vendor Number: 016675 **Vendor Name:** KONECRANES, INC.

Purchase Order: 25-03365

6/17/2025	Issued		5826.63		5826.63
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SINGLE GIRDER EOT - 1 TROLLEY CHAIN	SERVICE	*.50*	0.00	0.00	5826.63

Vendor Number: 015236 **Vendor Name:** CIVIC PLUS / PATTI CORPORATION

Purchase Order: 25-03366

6/17/2025	Issued		8465.71		8465.71
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL RENEWAL 6.24.25 THRU 6.23.2	N/A	*.05*	0.00	0.00	8465.71
6/26/2025	Invoiced	#334771	-8465.71		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL RENEWAL 6.24.25 THRU 6.23.2	N/A	*.05*	0.00	0.00	8465.71

Vendor Number: 011303 **Vendor Name:** CDW GOVERNMENT INC

Purchase Order: 25-03367

6/17/2025	Issued		14304.06		14304.06
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HAVIS LITE VEHICLE DOCK (12)	GOODS	*.45*	12.00	1,091.08	13092.96

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 011303 **Vendor Name:** CDW GOVERNMENT INC

Purchase Order: 25-03368

6/17/2025	Issued		84028.93		84028.93
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PANASONIC TOUGHBOOK 40 AND SERV	SERVICE	*.45*	0.00	0.00	10833.00
PANASONIC TOUGHBOOK 40 AND SERV	SERVICE	*.45*	0.00	0.00	31195.93
PANASONIC TOUGHBOOK 40 AND SERV	SERVICE	*.45*	0.00	0.00	42000.00
6/30/2025	Invoiced	AE9AA1Y	-76516.93		7512.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PANASONIC TOUGHBOOK 40 AND SERV	SERVICE	*.45*	0.00	0.00	10833.00
PANASONIC TOUGHBOOK 40 AND SERV	SERVICE	*.45*	0.00	0.00	23683.93
PANASONIC TOUGHBOOK 40 AND SERV	SERVICE	*.45*	0.00	0.00	42000.00
6/30/2025	Invoiced	AF38D8C 25-03368	-7512.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PANASONIC TOUGHBOOK 40 AND SERV	SERVICE	*.45*	0.00	0.00	7512.00

Vendor Number: 015829 **Vendor Name:** MANUFACTURERS EDGE INC.

Purchase Order: 25-03370

6/18/2025	Issued		2582.61		2582.61
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
GRUNDFOS - 97751479 KIT, VALVE/DIAI	GOODS	*.50*	2.00	408.00	816.00
GRUNDFOS - 97751533 KIT, VALVE/DIAI	GOODS	*.50*	3.00	499.20	1497.60

Vendor Number: 011582 **Vendor Name:** ECS IMAGING INC

Purchase Order: 25-03371

6/19/2025	Issued		7567.00		7567.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LASERFICHE SOFTWARE ANNUAL RENE'	SERVICE	*.05*	0.00	0.00	7567.00
6/24/2025	Voided - Change		-7567.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LASERFICHE SOFTWARE ANNUAL RENE'	SERVICE	*.05*	0.00	0.00	7567.00

Vendor Number: 015859 **Vendor Name:** ROGERS, ANDERSON, MALODY & SCOTT, LLP

Purchase Order: 25-03373

6/20/2025	Issued		29000.00		29000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PROGRESS BILLING FOR THE FY ENDING	SERVICE	*.20*	0.00	0.00	1740.00
PROGRESS BILLING FOR THE FY ENDING	SERVICE	*.20*	0.00	0.00	8120.00
PROGRESS BILLING FOR THE FY ENDING	SERVICE	*.20*	0.00	0.00	11020.00
6/26/2025	Invoiced	77953	-29000.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PROGRESS BILLING FOR THE FY ENDING	SERVICE	*.20*	0.00	0.00	1740.00
PROGRESS BILLING FOR THE FY ENDING	SERVICE	*.20*	0.00	0.00	8120.00
PROGRESS BILLING FOR THE FY ENDING	SERVICE	*.20*	0.00	0.00	11020.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 016240 **Vendor Name:** ATKINSON, ANDELSON, LOYA, RUUD AND ROMO

Purchase Order: 25-03374

6/30/2025	Issued		36405.19	36405.19
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PROFESSIONAL SERVICES - NEGOTIATIO	SERVICE	*.05*	0.00	0.00	40666.36

6/30/2025	Invoiced	749467	-10617.09	25788.10
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PROFESSIONAL SERVICES - NEGOTIATIO	SERVICE	*.05*	0.00	0.00	10617.09

6/30/2025	Invoiced	751944	-16027.21	9760.89
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PROFESSIONAL SERVICES - NEGOTIATIO	SERVICE	*.05*	0.00	0.00	16027.21

6/30/2025	Changed		4261.17	14022.06
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PROFESSIONAL SERVICES - NEGOTIATIO	SERVICE	*.05*	0.00	0.00	40666.36

Vendor Number: 010406 **Vendor Name:** FERGUSON WATERWORKS #1084

Purchase Order: 25-03375

6/23/2025	Issued		3867.24	3867.24
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SEQUOIA 3 PORT HYDRANT	GOODS	*.50*	1.00	3,539.81	3539.81

8/21/2025	Invoiced	0054469	-3867.24	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SEQUOIA 3 PORT HYDRANT	GOODS	*.50*	1.00	3,539.81	3539.81

Vendor Number: 011389 **Vendor Name:** TYLER TECHNOLOGIES, INC

Purchase Order: 25-03376

6/23/2025	Issued		12565.76	12565.76
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENEW: SOFTWARE SUPPORT & MAINT	SERVICE	*.05*	0.00	0.00	12565.76

6/26/2025	Invoiced	025-513983	-12565.76	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENEW: SOFTWARE SUPPORT & MAINT	SERVICE	*.05*	0.00	0.00	12565.76

Vendor Number: 016756 **Vendor Name:** BACKFLOW SOLUTIONS, INC.

Purchase Order: 25-03377

6/24/2025	Issued		16153.00	16153.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BACKFLOW MANAGEMENT SOFTWARE	GOODS	*.50*	1.00	16,153.00	16153.00

Vendor Number: 016781 **Vendor Name:** TENSHON LLC

Purchase Order: 25-03378

6/30/2025	Issued		9363.64	9363.64
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CUSTOM SHADE SAIL	GOODS	*.45*	1.00	8,624.08	8624.08

6/30/2025	Invoiced	25-0253-R2	-9363.64	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CUSTOM SHADE SAIL	GOODS	*.45*	1.00	8,624.08	8624.08

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**

Vendor Number: 014686 **Vendor Name:** HASA, INC.

Purchase Order: 25-03381

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2025	Issued		5740.64	5740.64

Item	Commodity	Department	Units	Price	Amount
MULTI-CHLOR SUPPLY	GOODS	*.50*	1.00	5,740.64	5740.64

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2025	Invoiced	1029647	-5740.64	0.00

Item	Commodity	Department	Units	Price	Amount
MULTI-CHLOR SUPPLY	GOODS	*.50*	1.00	5,740.64	5740.64

Vendor Number: 010847 **Vendor Name:** FARMERS IRRIGATION

Purchase Order: 25-03383

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2025	Issued		14178.43	14178.43

Item	Commodity	Department	Units	Price	Amount
RENT: 180 PALM AVE. APRIL 2025	N/A	*.50*	0.00	0.00	3573.14
RENT: 180 PALM AVE. FEB - MARCH 202	N/A	*.50*	0.00	0.00	7146.28
RENT: 180 PALM AVE. JAN 2025	N/A	*.50*	0.00	0.00	3459.01

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2025	Invoiced	20725	-3573.14	10605.29

Item	Commodity	Department	Units	Price	Amount
RENT: 180 PALM AVE. APRIL 2025	N/A	*.50*	0.00	0.00	3573.14

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2025	Invoiced	20551	-3459.01	7146.28

Item	Commodity	Department	Units	Price	Amount
RENT: 180 PALM AVE. JAN 2025	N/A	*.50*	0.00	0.00	3459.01

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2025	Invoiced	20701	-7146.28	0.00

Item	Commodity	Department	Units	Price	Amount
RENT: 180 PALM AVE. FEB - MARCH 202	N/A	*.50*	0.00	0.00	7146.28

Vendor Number: 016034 **Vendor Name:** SPIRIT OF SANTA PAULA

Purchase Order: 25-03387

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2025	Issued		8000.00	8000.00

Item	Commodity	Department	Units	Price	Amount
BASE OPERATION EXPENSES	SERVICE	*.30*	0.00	0.00	8000.00

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2025	Invoiced	MAR- JUN 2025	-8000.00	0.00

Item	Commodity	Department	Units	Price	Amount
BASE OPERATION EXPENSES	SERVICE	*.30*	0.00	0.00	8000.00

Vendor Number: 016694 **Vendor Name:** HR DYNAMICS & PERFORMANCE, INC

Purchase Order: 25-03388

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2025	Issued		6270.00	6270.00

Item	Commodity	Department	Units	Price	Amount
ADDITIONAL WORK PROVIDED. MAY - JI	SERVICE	*.05*	0.00	0.00	6270.00

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2025	Invoiced	6/30/25	-6270.00	0.00

Item	Commodity	Department	Units	Price	Amount
ADDITIONAL WORK PROVIDED. MAY - JI	SERVICE	*.05*	0.00	0.00	6270.00

Vendor Number: 015721 **Vendor Name:** NHA ADVISORS

Date	Activity Type	Payable ID	Activity Amount	Balance

Purchase Order: 25-03393

6/30/2025	Issued		6675.00		6675.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILLING PERIOD: 5/1/25 - 6/30/25	SERVICE	*.20*	0.00	0.00	6675.00
6/30/2025	Invoiced	#01744	-6675.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILLING PERIOD: 5/1/25 - 6/30/25	SERVICE	*.20*	0.00	0.00	6675.00

Vendor Number: 016683 **Vendor Name:** DON JAVI'S TREE SERVICE IN

Purchase Order: 25-03397

6/30/2025	Issued		14200.00		14200.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
WEED ABATEMENT SERVICES AT WRF	SERVICE	*.50*	0.00	0.00	14200.00
6/30/2025	Invoiced	INV272	-14200.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
WEED ABATEMENT SERVICES AT WRF	SERVICE	*.50*	0.00	0.00	14200.00

Vendor Number: 016692 **Vendor Name:** WRIGHT, NICOLE

Purchase Order: 25-03407

6/30/2025	Issued		8242.50		8242.50
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SRVS. RENDERED JUNE, 3 - 27, 2025	SERVICE	*.05*	0.00	0.00	8242.50
6/30/2025	Invoiced	1067	-8242.50		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SRVS. RENDERED JUNE, 3 - 27, 2025	SERVICE	*.05*	0.00	0.00	8242.50

Vendor Number: 012191 **Vendor Name:** DATAPROSE, LLC

Purchase Order: 25-03424

6/30/2025	Issued		11463.35		11463.35
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SERVICES FOR MONTHLY UTILITY STATE	SERVICE	*.20*	0.00	0.00	153.34
SERVICES FOR MONTHLY UTILITY STATE	SERVICE	*.20*	0.00	0.00	153.74
SERVICES FOR MONTHLY UTILITY STATE	SERVICE	*.20*	0.00	0.00	2607.84
SERVICES FOR MONTHLY UTILITY STATE	SERVICE	*.20*	0.00	0.00	8548.43
6/30/2025	Invoiced	DP2502617	-11447.16		16.19
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SERVICES FOR MONTHLY UTILITY STATE	SERVICE	*.20*	0.00	0.00	153.34
SERVICES FOR MONTHLY UTILITY STATE	SERVICE	*.20*	0.00	0.00	153.74
SERVICES FOR MONTHLY UTILITY STATE	SERVICE	*.20*	0.00	0.00	2591.65
SERVICES FOR MONTHLY UTILITY STATE	SERVICE	*.20*	0.00	0.00	8548.43
6/30/2025	Invoiced	DP2503209	-16.19		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SERVICES FOR MONTHLY UTILITY STATE	SERVICE	*.20*	0.00	0.00	16.19

Vendor Number: 014663 **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC.

Date	Activity Type	Payable ID	Activity Amount	Balance
Purchase Order: 25-1004-2025				
3/5/2025	Issued		118755.00	118755.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
PSA-CONSTRUCTION MGMT SRVS.- CAN	SERVICE	*.50*	0.00	0.00 / 118755.00
6/30/2025	Invoiced	25163	-1930.00	116825.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
PSA-CONSTRUCTION MGMT SRVS.- CAN	SERVICE	*.50*	0.00	0.00 / 1930.00
6/30/2025	Invoiced	25253	-715.00	116110.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
PSA-CONSTRUCTION MGMT SRVS.- CAN	SERVICE	*.50*	0.00	0.00 / 715.00
7/9/2025	Invoiced	25219	-4856.25	111253.75
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
PSA-CONSTRUCTION MGMT SRVS.- CAN	SERVICE	*.50*	0.00	0.00 / 4856.25
Vendor Number: 014663	**Vendor Name:** PHOENIX CIVIL ENGINEERING, INC.			
Purchase Order: 25-1005-2025				
3/5/2025	Issued		106825.00	106825.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
PSA-CONSTRUCTION MGMT SRVS.- WEI	SERVICE	*.50*	0.00	0.00 / 106825.00
6/30/2025	Invoiced	25220	-6075.00	100750.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
PSA-CONSTRUCTION MGMT SRVS.- WEI	SERVICE	*.50*	0.00	0.00 / 6075.00
6/30/2025	Invoiced	25164	-1915.00	98835.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
PSA-CONSTRUCTION MGMT SRVS.- WEI	SERVICE	*.50*	0.00	0.00 / 1915.00
Vendor Number: 010289	**Vendor Name:** PROUSYS, INC			
Purchase Order: 25-1010-2023-3				
1/2/2025	Issued		25750.00	25750.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
MWO#9 - PUNCH LIST SPECIFIC TO NOV	SERVICE	*.50*	0.00	0.00 / 25750.00
2/20/2025	Invoiced	1050	-3800.00	21950.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
MWO#9 - PUNCH LIST SPECIFIC TO NOV	SERVICE	*.50*	0.00	0.00 / 3800.00
3/20/2025	Invoiced	1059	-5100.00	16850.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
MWO#9 - PUNCH LIST SPECIFIC TO NOV	SERVICE	*.50*	0.00	0.00 / 5100.00
5/1/2025	Invoiced	1070	-6500.00	10350.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
MWO#9 - PUNCH LIST SPECIFIC TO NOV	SERVICE	*.50*	0.00	0.00 / 6500.00
6/30/2025	Invoiced	1085	-9100.00	1250.00
Item	**Commodity**	**Department**	**Units**	**Price** / **Amount**
MWO#9 - PUNCH LIST SPECIFIC TO NOV	SERVICE	*.50*	0.00	0.00 / 9100.00
Vendor Number: 016701	**Vendor Name:** WITTENBERG, MARK J.			

Date	Activity Type	Payable ID	Activity Amount	Balance
Purchase Order: 25-1010-2025				
6/18/2025	Issued		16002.00	16002.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVESTIGATIONS DIVISION AUDIT - PSA	SERVICE	*.45*	0.00	0.00	16002.00
6/26/2025	Invoiced	25-008	-16002.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INVESTIGATIONS DIVISION AUDIT - PSA	SERVICE	*.45*	0.00	0.00	16002.00
Vendor Number: 015976	**Vendor Name:** DR MARIA CHURCH INTERNATIONAL LLC			
Purchase Order: 25-1020-2025				
6/3/2025	Issued		22000.00	22000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PROFESSIONAL SERVICES	N/A	*.05*	0.00	0.00	22000.00
6/12/2025	Invoiced	00010022125	-8000.00	14000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PROFESSIONAL SERVICES	N/A	*.05*	0.00	0.00	8000.00
Vendor Number: 016766	**Vendor Name:** KT INDUSTRIES, INC.			
Purchase Order: 25-1021-2025				
6/18/2025	Issued		9800.00	9800.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
POWER QUALITY ASSESSMENT	SERVICE	*.50*	0.00	0.00	9800.00
Vendor Number: 016764	**Vendor Name:** CLP ENGINEERING, LLC			
Purchase Order: 25-1022-2025				
6/19/2025	Issued		25000.00	25000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PROFESSIONAL SERVICES AGREEMENT -	SERVICE	*.50*	0.00	0.00	25000.00
Vendor Number: 016546	**Vendor Name:** BARK AND BRANCH LANDSCAPING			
Purchase Order: 25-1023-2025				
6/18/2025	Issued		4725.00	4725.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LANDSCAPING SERVICES - JUNE 16-30, 2	SERVICE	*.15*	0.00	0.00	4725.00
6/30/2025	Invoiced	1038	-4725.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LANDSCAPING SERVICES - JUNE 16-30, 2	SERVICE	*.15*	0.00	0.00	4725.00
Vendor Number: 016626	**Vendor Name:** ZENCITY TECHNOLOGIES US INC.			
Purchase Order: 25-1057-2024				
1/13/2025	Issued		6000.00	6000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV# SI256000019 ZENCITY 360 ESSENT	SERVICE	*.05*	0.00	0.00	6000.00
1/23/2025	Invoiced	SI256000019	-6000.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV# SI256000019 ZENCITY 360 ESSENT	SERVICE	*.05*	0.00	0.00	6000.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 012728 **Vendor Name:** ZAMBELLI FIREWORKS

Purchase Order: 25-1061-2024

6/24/2025	Issued		23000.00	23000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FIREWORKS DISPLAY ON 7/4/25 - BALAI	SERVICE	*.15*	0.00	0.00	6750.00
FIREWORKS DISPLAY ON 7/4/25 - BALAI	SERVICE	*.15*	0.00	0.00	16250.00

6/26/2025	Invoiced	521012-2	-23000.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FIREWORKS DISPLAY ON 7/4/25 - BALAI	SERVICE	*.15*	0.00	0.00	6750.00
FIREWORKS DISPLAY ON 7/4/25 - BALAI	SERVICE	*.15*	0.00	0.00	16250.00

Vendor Number: 015450 **Vendor Name:** NORTHERN DIGITAL, INC.

Purchase Order: 26-02997

8/11/2025	Issued		50000.00	50000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ON-CALL AND EMERGENCY SCADA MAII	SERVICE	*.50*	0.00	0.00	50000.00

Vendor Number: 014129 **Vendor Name:** SAM HILL & SONS, INC

Purchase Order: 26-03309

7/15/2025	Issued		150000.00	150000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#8 - Emergency and After-Hour Re	SERVICE	*.50*	0.00	0.00	150000.00

Vendor Number: 015805 **Vendor Name:** JUSTFOIA, INC.

Purchase Order: 26-03380

7/3/2025	Issued		5500.00	5500.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENEWAL COVERAGE PERIOD 8/1/25 - 8	SERVICE	*.05*	0.00	0.00	5500.00

7/10/2025	Invoiced	RN23321	-5500.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENEWAL COVERAGE PERIOD 8/1/25 - 8	SERVICE	*.05*	0.00	0.00	5500.00

Vendor Number: 010429 **Vendor Name:** FOXCROFT EQUIPMENT & SERVICE

Purchase Order: 26-03382

7/7/2025	Issued		5705.27	5705.27
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANALYZER W/O PH COMPENSATION	GOODS	*.50*	1.00	5,597.00	5597.00
SALES TAX	GOODS	*.50*	1.00	-527.74	-527.74

Vendor Number: 015516 **Vendor Name:** MAINTAINX, INC.

Purchase Order: 26-03384

7/7/2025	Issued		5850.00	5850.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PREMIUM PLAN LEGACY	N/A	*.15*	0.00	0.00	5850.00

7/10/2025	Invoiced	E60E31AD-0014	-5850.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PREMIUM PLAN LEGACY	N/A	*.15*	0.00	0.00	5850.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 016599 **Vendor Name:** SIERRA NORTHERN RAILWAY

Purchase Order: 26-03385

7/9/2025	Issued		10500.00		10500.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FEE PER RIGHT OF ENTRY AGREEMENT -	N/A	*.50*	0.00	0.00	10500.00
7/10/2025	Invoiced	7/2/25	-10500.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FEE PER RIGHT OF ENTRY AGREEMENT -	N/A	*.50*	0.00	0.00	10500.00

Vendor Number: 013711 **Vendor Name:** INDEPENDENT ORDER OF ODD FELLOWS

Purchase Order: 26-03386

7/9/2025	Issued		33387.12		33387.12
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENT FOR 866 E. MAIN ST. JULY 2025 - J	N/A	*.50*	0.00	0.00	6677.52
RENT FOR 866 E. MAIN ST. JULY 2025 - J	N/A	*.50*	0.00	0.00	13354.80
7/10/2025	Invoiced	JULY 2025	-2782.26		30604.86
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENT FOR 866 E. MAIN ST. JULY 2025 - J	N/A	*.50*	0.00	0.00	556.46
RENT FOR 866 E. MAIN ST. JULY 2025 - J	N/A	*.50*	0.00	0.00	1112.90
8/5/2025	Invoiced	AUGUST 2025	-2782.26		27822.60
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RENT FOR 866 E. MAIN ST. JULY 2025 - J	N/A	*.50*	0.00	0.00	556.46
RENT FOR 866 E. MAIN ST. JULY 2025 - J	N/A	*.50*	0.00	0.00	1112.90

Vendor Number: 011151 **Vendor Name:** C.O.R. PLUMBING SUPPLIES

Purchase Order: 26-03390

7/15/2025	Issued		9810.00		9810.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
COMMUNITY CENTER RESTROOM RENC	SERVICE	*.15*	0.00	0.00	9810.00
FIXTURES FOR RESTROOMS	SERVICE	*.15*	0.00	0.00	9248.45
7/15/2025	Changed		9248.45		19058.45
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
COMMUNITY CENTER RESTROOM RENC	SERVICE	*.15*	0.00	0.00	9810.00
FIXTURES FOR RESTROOMS	SERVICE	*.15*	0.00	0.00	9248.45

Vendor Number: 015318 **Vendor Name:** BADGER METER

Purchase Order: 26-03391

7/17/2025	Issued		274427.26		274427.26
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BADGER METER QUOTE #3787603	GOODS	*.50*	1.00	251,192.00	251192.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 016789 **Vendor Name:** FORESTELLE III, WILLIAM H

Purchase Order: 26-03392

7/18/2025	Issued		22900.00		22900.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RESTROOM RENOVATION - COMMUNIT	SERVICE	*.15*	0.00	0.00	22900.00
7/24/2025	Invoiced	#25-0718	-11170.00		11730.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
RESTROOM RENOVATION - COMMUNIT	SERVICE	*.15*	0.00	0.00	11170.00

Vendor Number: 016608 **Vendor Name:** LUBER BROS, INC.

Purchase Order: 26-03394

7/21/2025	Issued		22400.00		22400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SALES TAX	N/A	*.15*	0.00	0.00	-2072.00
Toro RM3100D Mower per quote	GOODS	*.15*	1.00	22,400.00	22400.00
8/7/2025	Invoiced	INV00172374	-22400.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SALES TAX	N/A	*.15*	0.00	0.00	-2072.00
Toro RM3100D Mower per quote	GOODS	*.15*	1.00	22,400.00	22400.00

Vendor Number: 010653 **Vendor Name:** LAFCO

Purchase Order: 26-03395

7/21/2025	Issued		12844.00		12844.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PERIOD COVERED: 7/1/25 - 6/30/26	N/A	*.05*	0.00	0.00	12844.00
7/24/2025	Invoiced	7/1/25-6/30/26	-12844.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PERIOD COVERED: 7/1/25 - 6/30/26	N/A	*.05*	0.00	0.00	12844.00

Vendor Number: 011303 **Vendor Name:** CDW GOVERNMENT INC

Purchase Order: 26-03396

7/22/2025	Issued		7283.49		7283.49
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PANASONIC PUBLIC SECTOR 2YR EXTEN	SERVICE	*.45*	0.00	0.00	626.00
RECYCLING FEE	N/A	*.45*	0.00	0.00	4.00
TOUGHBOOK AND VEHICLE DOCK FOR I	GOODS	*.45*	1.00	6,090.16	6090.16

Vendor Number: 016212 **Vendor Name:** JOHN PENCE BUILDING SPECIALTIES, INC

Purchase Order: 26-03398

7/22/2025	Issued		24700.00		24700.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
COMMUNITY CENTER RESTROOM RENC	SERVICE	*.15*	0.00	0.00	24700.00

Vendor Number: 010395 **Vendor Name:** FAMCON PIPE & SUPPLY, INC.

Purchase Order: 26-03399

7/23/2025	Issued		24308.13		24308.13
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HYDRANT GUARD SS BRK OFF CHK VLV \	GOODS	*.50*	10.00	2,225.00	22250.00

Vendor Number: 016807 **Vendor Name:** GARCIA, RICHARD J

Purchase Order: 26-03400

7/29/2025	Issued		2295.00		2295.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
REMOVE AND INSTALL NEW MIRRORS	SERVICE	*.15*	0.00	0.00	2295.00

Vendor Number: 016808 **Vendor Name:** AZUL FOUNDATION

Purchase Order: 26-03401

8/1/2025	Issued		35000.00		35000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STEAM TRAY MEALS FY25/26	SERVICE	*.15*	0.00	0.00	35000.00
8/21/2025	Invoiced	5	-1407.00		33593.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STEAM TRAY MEALS FY25/26	SERVICE	*.15*	0.00	0.00	1407.00
8/21/2025	Invoiced	6	-1407.00		32186.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STEAM TRAY MEALS FY25/26	SERVICE	*.15*	0.00	0.00	1407.00
8/21/2025	Invoiced	1	-2178.00		30008.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STEAM TRAY MEALS FY25/26	SERVICE	*.15*	0.00	0.00	2178.00
8/21/2025	Invoiced	2	-3360.00		26648.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STEAM TRAY MEALS FY25/26	SERVICE	*.15*	0.00	0.00	3360.00
8/21/2025	Invoiced	3	-693.00		25955.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STEAM TRAY MEALS FY25/26	SERVICE	*.15*	0.00	0.00	693.00
8/21/2025	Invoiced	4	-1402.80		24552.20
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STEAM TRAY MEALS FY25/26	SERVICE	*.15*	0.00	0.00	1402.80

Vendor Number: 012750 **Vendor Name:** JORDANO'S INC. AND SUBSIDIARIES

Purchase Order: 26-03402

8/1/2025	Issued		35000.00		35000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FOOD AND DISPOSABLE TABLEWARE	SERVICE	*.15*	0.00	0.00	35000.00
8/27/2025	Voided - Change		-35000.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FOOD AND DISPOSABLE TABLEWARE	SERVICE	*.15*	0.00	0.00	35000.00

Vendor Number: 011389 **Vendor Name:** TYLER TECHNOLOGIES, INC

Purchase Order: 26-03403

8/4/2025	Issued		15770.13		15770.13
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL FEES - 9/1/25 THRU 8/31/26	SERVICE	*.20*	0.00	0.00	15770.13

Date	Activity Type	Payable ID	Activity Amount	Balance
8/7/2025	Invoiced	025-520100	-15770.13	0.00

Item	Commodity	Department	Units	Price	Amount
ANNUAL FEES - 9/1/25 THRU 8/31/26	SERVICE	*.20*	0.00	0.00	15770.13

Vendor Number: 016052 **Vendor Name:** NATURAL GREEN LANDSCAPE, INC.

Purchase Order: 26-03405

8/4/2025	Issued		12000.00	12000.00

Item	Commodity	Department	Units	Price	Amount
MAINTENANCE SERVICES - TEAGUE PAR	SERVICE	*.15*	0.00	0.00	12000.00

8/7/2025	Invoiced	27430	-3000.00	9000.00

Item	Commodity	Department	Units	Price	Amount
MAINTENANCE SERVICES - TEAGUE PAR	SERVICE	*.15*	0.00	0.00	3000.00

Vendor Number: 015785 **Vendor Name:** FORD MOTOR CREDIT COMPANY LLC

Purchase Order: 26-03408

8/4/2025	Issued		33147.57	33147.57

Item	Commodity	Department	Units	Price	Amount
LEASE PAYMENT ACCT#7616103	GOODS	*.45*	1.00	33,147.57	33147.57

8/13/2025	Invoiced	1781148	-33147.57	0.00

Item	Commodity	Department	Units	Price	Amount
LEASE PAYMENT ACCT#7616103	GOODS	*.45*	1.00	33,147.57	33147.57

Vendor Number: 010897 **Vendor Name:** UNITED WATER CONSERVATION DISTRICT

Purchase Order: 26-03411

6/30/2025	Issued		292898.67	292898.67

Item	Commodity	Department	Units	Price	Amount
SEMI-ANNUAL GROUND WATER PRODU	SERVICE	*.50*	0.00	0.00	292898.67

8/7/2025	Invoiced	1/1/25-6/30/25	-292898.67	0.00

Item	Commodity	Department	Units	Price	Amount
SEMI-ANNUAL GROUND WATER PRODU	SERVICE	*.50*	0.00	0.00	292898.67

Vendor Number: 016157 **Vendor Name:** BARBOUR WELL, INC.

Purchase Order: 26-03412

8/5/2025	Issued		10750.00	10750.00

Item	Commodity	Department	Units	Price	Amount
PULL PUMP/MOTOR, INSPECT AND VIDI	SERVICE	*.50*	0.00	0.00	10750.00

Vendor Number: 011341 **Vendor Name:** CALIFORNIA JPIA

Purchase Order: 26-03413

8/7/2025	Issued		447335.00	447335.00

Item	Commodity	Department	Units	Price	Amount
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	483.29
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	828.49
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	4832.86
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	34520.39
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	100000.00

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	306669.97
8/7/2025	Invoiced	PROP00096	-447335.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	483.29
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	828.49
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	4832.86
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	34520.39
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	100000.00
ALL RISK PROPERTY INSURANCE 7/1/25	N/A	*.05*	0.00	0.00	306669.97

Vendor Number: 011341 **Vendor Name:** CALIFORNIA JPIA

Purchase Order: 26-03414

8/7/2025	Issued		2455862.00		2455862.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	1098.04
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	1705.44
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	11422.20
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	27649.05
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	29918.44
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	40900.01
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	163366.74
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	165557.93
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	228360.04
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	391216.15
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	1166307.92
8/7/2025	Invoiced	PRIM-00097	-2455862.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	1098.04
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	1705.44
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	11422.20
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	27649.05
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	29918.44
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	40900.01
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	163366.74
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	165557.93
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	228360.04
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	391216.15
ANNUAL CONTRIBUTION 7/1/25 - 6/30,	N/A	*.05*	0.00	0.00	1166307.92

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015985 **Vendor Name:** F H PUMPS, INC.

Purchase Order: 26-03415

8/7/2025	Issued		4507.76		4507.76
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BALDOR MOTORS, LABOR, FREIGHT	SERVICE	*.50*	0.00	0.00	2253.88

Vendor Number: 016126 **Vendor Name:** ENVISION VTA FD AUTO LLC

Purchase Order: 26-03417

8/12/2025	Issued		76998.99		76998.99
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2025 FORD F-150 LIGHTNING FLASH TRI	GOODS	*.15*	1.00	76,998.99	76998.99
8/12/2025	Invoiced	8/11/25	-76998.99		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2025 FORD F-150 LIGHTNING FLASH TRI	GOODS	*.15*	1.00	76,998.99	76998.99

Vendor Number: 011263 **Vendor Name:** SANTA PAULA SELF STORAGE

Purchase Order: 26-03418

8/14/2025	Issued		7510.00		7510.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SELF STORAGE FY25/26	SERVICE	*.20*	0.00	0.00	3755.00
8/21/2025	Invoiced	#94723-FIN	-7510.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SELF STORAGE FY25/26	SERVICE	*.20*	0.00	0.00	3755.00

Vendor Number: 014968 **Vendor Name:** WILLDAN FINANCIAL SERVICES

Purchase Order: 26-03419

8/15/2025	Issued		9105.96		9105.96
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
25/26 COMMUNITY FACILITY DISTRICT /	SERVICE	*.20*	0.00	0.00	9105.96
8/21/2025	Invoiced	010-62900	-9105.96		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
25/26 COMMUNITY FACILITY DISTRICT /	SERVICE	*.20*	0.00	0.00	9105.96

Vendor Number: 012191 **Vendor Name:** DATAPROSE, LLC

Purchase Order: 26-03420

8/15/2025	Issued		5574.04		5574.04
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILL PERIOD: 7/1/25 - 7/31/25	SERVICE	*.20*	0.00	0.00	1292.63
BILL PERIOD: 7/1/25 - 7/31/25	SERVICE	*.20*	0.00	0.00	4281.41
8/21/2025	Invoiced	DP2503781	-5574.04		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BILL PERIOD: 7/1/25 - 7/31/25	SERVICE	*.20*	0.00	0.00	1292.63
BILL PERIOD: 7/1/25 - 7/31/25	SERVICE	*.20*	0.00	0.00	4281.41

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015874 **Vendor Name:** CHANDLER ASSET MANAGEMENT, INC.

Purchase Order: 26-03422

8/19/2025	Issued		15303.95	15303.95
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY25/26 INVESTMENT MANAGEMENT S	SERVICE	*.20*	0.00	0.00	15303.95

8/21/2025	Invoiced	2507SANTAPAU	-2668.76	12635.19
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY25/26 INVESTMENT MANAGEMENT S	SERVICE	*.20*	0.00	0.00	2668.76

Vendor Number: 016692 **Vendor Name:** WRIGHT, NICOLE

Purchase Order: 26-03427

8/19/2025	Issued		12507.00	12507.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SERVICES RENDERED JULY 1 - 31, 2025.	SERVICE	*.05*	0.00	0.00	12507.00

8/21/2025	Invoiced	1070	-12507.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SERVICES RENDERED JULY 1 - 31, 2025.	SERVICE	*.05*	0.00	0.00	12507.00

Vendor Number: 011263 **Vendor Name:** SANTA PAULA SELF STORAGE

Purchase Order: 26-03429

8/19/2025	Issued		7520.00	7520.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CITY CLERK STORAGE FEES: UNITS #265	SERVICE	*.05*	0.00	0.00	7520.00

8/21/2025	Invoiced	#94723-CC	-7520.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CITY CLERK STORAGE FEES: UNITS #265	SERVICE	*.05*	0.00	0.00	7520.00

Vendor Number: 016145 **Vendor Name:** MARK43, INC.

Purchase Order: 26-03431

8/21/2025	Issued		80142.00	80142.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SOFTWARE FOR CAD AND RMS/E-CITAT	SERVICE	*.45*	0.00	0.00	80142.00

Vendor Number: 015925 **Vendor Name:** CS-ASSOCIATED MUNICIPAL CORP.

Purchase Order: 26-03432

8/25/2025	Issued		63639.59	63639.59
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ACTUATORS - SQ05.2	GOODS	*.50*	3.00	4,474.00	13422.00
ACTUATORS - SQ10.2	GOODS	*.50*	6.00	4,974.00	29844.00
ACTUATORS - SQ7.2	GOODS	*.50*	3.00	4,690.00	14070.00

Vendor Number: 011389 **Vendor Name:** TYLER TECHNOLOGIES, INC

Purchase Order: 26-03433

8/26/2025	Issued		5396.54	5396.54
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ANNUAL FEES - 10/1/25 - 9/30/26	N/A	*.05*	0.00	0.00	5396.54

Vendor Number: 016828 **Vendor Name:** STONEWORKS COUNTERTOPS LLC

Date	Activity Type	Payable ID	Activity Amount	Balance

Purchase Order: 26-03435

8/27/2025	Issued		7882.75	7882.75

Item	Commodity	Department	Units	Price	Amount
COMM. CTR. RR RENOVATION- INSTALL	SERVICE	*.15*	0.00	0.00	2300.00
COMM. CTR. RR RENOVATION- INSTALL	SERVICE	*.15*	0.00	0.00	5370.00

Vendor Number: 010289 **Vendor Name:** PROUSYS, INC

Purchase Order: 26-1010-2023

7/21/2025	Issued		25000.00	25000.00

Item	Commodity	Department	Units	Price	Amount
MWO#10 - PROJECTS ON A TIME AND N	SERVICE	*.50*	0.00	0.00	25000.00

8/21/2025	Invoiced	1089	-11500.00	13500.00

Item	Commodity	Department	Units	Price	Amount
MWO#10 - PROJECTS ON A TIME AND N	SERVICE	*.50*	0.00	0.00	11500.00

Vendor Number: 016546 **Vendor Name:** BARK AND BRANCH LANDSCAPING

Purchase Order: 26-1023-2025

8/1/2025	Issued		37800.00	37800.00

Item	Commodity	Department	Units	Price	Amount
LANDSCAPING SERVICES - JULY - OCT 20	SERVICE	*.15*	0.00	0.00	1400.00
LANDSCAPING SERVICES - JULY - OCT 20	SERVICE	*.15*	0.00	0.00	2000.00
LANDSCAPING SERVICES - JULY - OCT 20	SERVICE	*.15*	0.00	0.00	10000.00
LANDSCAPING SERVICES - JULY - OCT 20	SERVICE	*.15*	0.00	0.00	22400.00

8/21/2025	Invoiced	1037	-9450.00	28350.00

Item	Commodity	Department	Units	Price	Amount
LANDSCAPING SERVICES - JULY - OCT 20	SERVICE	*.15*	0.00	0.00	350.00
LANDSCAPING SERVICES - JULY - OCT 20	SERVICE	*.15*	0.00	0.00	500.00
LANDSCAPING SERVICES - JULY - OCT 20	SERVICE	*.15*	0.00	0.00	2500.00
LANDSCAPING SERVICES - JULY - OCT 20	SERVICE	*.15*	0.00	0.00	5600.00

Vendor Number: 011161 **Vendor Name:** CRAGOE PEST SERVICES INC

Purchase Order: 26-1025-2025

8/1/2025	Issued		21300.00	21300.00

Item	Commodity	Department	Units	Price	Amount
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	780.00
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	1080.00
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	1740.00
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	2640.00
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	3540.00
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	5040.00
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	6480.00

8/21/2025	Invoiced	172-00310060	-30.00	21270.00

Item	Commodity	Department	Units	Price	Amount

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	30.00
8/21/2025	Invoiced	172-00306016	-15.00	21255.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	15.00
8/21/2025	Invoiced	172-00309391	-40.00	21215.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	40.00
8/21/2025	Invoiced	172-00309887	-40.00	21175.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	40.00
8/21/2025	Invoiced	172-00309388	-45.00	21130.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	45.00
8/21/2025	Invoiced	172-00309385	-45.00	21085.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	45.00
8/21/2025	Invoiced	172-00309892	-55.00	21030.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	55.00
8/21/2025	Invoiced	172-00309377	-45.00	20985.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	45.00
8/21/2025	Invoiced	172-00309399	-45.00	20940.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	45.00
8/21/2025	Invoiced	172-00309396	-45.00	20895.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	45.00
8/21/2025	Invoiced	172-00310069	-30.00	20865.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	30.00
8/21/2025	Invoiced	172-00310067	-50.00	20815.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	50.00
8/21/2025	Invoiced	172-00309394	-35.00	20780.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	35.00
8/21/2025	Invoiced	172-00309882	-35.00	20745.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	35.00
8/21/2025	Invoiced	172-00310064	-45.00	20700.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	45.00
8/21/2025	Invoiced	172-00310333	-70.00	20630.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	70.00
8/21/2025	Invoiced	172-00309880	-45.00	20585.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	45.00
8/21/2025	Invoiced	172-00309878	-45.00	20540.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	45.00
8/21/2025	Invoiced	172-00309379	-25.00	20515.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	25.00
8/21/2025	Invoiced	172-00311608	-275.00	20240.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	275.00
8/21/2025	Invoiced	172-00309615	-35.00	20205.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	35.00
8/21/2025	Invoiced	172-00309383	-45.00	20160.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	45.00
8/21/2025	Invoiced	172-00309381	-45.00	20115.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	45.00
8/21/2025	Invoiced	172-00309410	-110.00	20005.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	110.00
8/21/2025	Invoiced	172-00309408	-110.00	19895.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	110.00
8/21/2025	Invoiced	172-00309375	-35.00	19860.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	35.00
8/21/2025	Invoiced	172-00309373	-65.00	19795.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	65.00
8/21/2025	Invoiced	172-00310062	-35.00	19760.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	35.00
8/21/2025	Invoiced	172-00309890	-25.00	19735.00

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PEST CONTROL SERVICES FY25/26	SERVICE	*.15*	0.00	0.00	25.00

Vendor Number: 015989 **Vendor Name:** MERCHANT MCINTYRE & ASSOCIATES, LLC

Purchase Order: 26-1029-2025

8/7/2025	Issued		60000.00		60000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMEND NO. 4 PSA FOR LEGISLATIVE AD	SERVICE	*.05*	0.00	0.00	60000.00
8/21/2025	Invoiced	109-2025-07	-5000.00		55000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMEND NO. 4 PSA FOR LEGISLATIVE AD	SERVICE	*.05*	0.00	0.00	5000.00

Vendor Number: 013544 **Vendor Name:** LARRY WALKER ASSOCIATES, INC.

Purchase Order: 26-1030-2025

7/23/2025	Issued		100000.00		100000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMENDMENT 1 - EXTEND 3YR PSA ENTE	SERVICE	*.50*	0.00	0.00	100000.00

Vendor Number: 010527 **Vendor Name:** HDL COREN & CONE

Purchase Order: 26-1032-2025

7/31/2025	Issued		13620.00		13620.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMENDMENT NO. 1 TO PSA DATED MA	SERVICE	*.20*	0.00	0.00	13620.00
8/7/2025	Invoiced	SIN052839	-3405.00		10215.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMENDMENT NO. 1 TO PSA DATED MA	SERVICE	*.20*	0.00	0.00	3405.00

Vendor Number: 014369 **Vendor Name:** GSI WATER SOLUTIONS, INC.

Purchase Order: 26-1033-2025

8/5/2025	Issued		215148.00		215148.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMENDMENT 1 - GROUNDWATER MON	SERVICE	*.50*	0.00	0.00	215148.00

Vendor Number: 016626 **Vendor Name:** ZENCITY TECHNOLOGIES US INC.

Purchase Order: 26-1057-2024

8/21/2025	Issued		6000.00		6000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ZENCITY 360 ESSENTIALS - STANDARD	SERVICE	*.05*	0.00	0.00	6000.00
8/21/2025	Invoiced	SI256000172	-6000.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ZENCITY 360 ESSENTIALS - STANDARD	SERVICE	*.05*	0.00	0.00	6000.00

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: ANNUAL AUDIT - FY 23/24

Date: September 3, 2025

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends the City Council receive and place on file the Annual Audited Financial Statements for the Fiscal Year ended June 30, 2024.

Presented by: Christy Ramirez, Finance Director

BACKGROUND:

The City engaged Rogers, Anderson, Mallody, and Scott (RAMS) to perform an annual financial audit of the City and the eligible federal grant programs for the period ended June 30, 2024. On September 3, 2025, the audit firm will issue the final report of the City's financial records. At the front of these reports is an Independent Auditors' Report that shares with the reader their opinion that "the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Santa Paula as of June 30, 2024…." This means that the City has properly accounted for City finances without any major misstatements.

ANALYSIS:

For the purposes of this audit, the General Fund is made up of 8 funds (General, General Reserve, General Fund FEMA Program, General Fund-Measure T, General Recreation, Refuse Reserve, Equipment Maintenance, and Miscellaneous Deposits). Of the $12,574,608 General Funds balance $5,586,290 is nonspendable, restricted or assigned. The remaining amount of $6,988,318 unassigned includes the General Fund Operating Reserves (General Reserve and General Reserve - Measure T) totaling $3,800,135, which have been set aside to be held "in the event of an emergency, disaster, or other extraordinary circumstance." as well as $1,835,919 in other subfunds such as Cable Television, Miscellaneous Deposits, etc. Not reflected is the $500,000 interfund loan intended from Measure T to the Parks DIF Fund or the $487,470 reserve loan for the Sinkhole repairs that will be partially reimbursed in FY 24/25. The draft audit has been included as an attachment to this report, with a final version to be presented at the Council meeting.

STRATEGIC PLAN:

FISCAL IMPACTS:

None.

OPTIONS:

The Council may decide to defer the matter back to staff with further direction.

ATTACHMENTS:

Draft ACFR FY 23.24

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City of Santa Paula, California

ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED JUNE 30, 2024

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Independent Auditor's Report

The Honorable City Council
City of Santa Paula, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of Santa Paula (the City), as of and for the year ended June 30, 2024, and the related notes to the financial statements which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City, as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States *Government Auditing Standards*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As described in Note 1 to the financial statements during the year ended June 30, 2024, the City adopted new accounting guidance under Governmental Accounting Standards Board (GASB) Statement No. 100, *Accounting Changes and Error Corrections.* Our opinions are not modified with respect to this matter.

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Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Governmental Auditing Standards*, will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Governmental Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

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Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis and budgetary comparison other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The *combining and individual nonmajor fund financial statements* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July XX, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
July XX, 2025

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As management of the City of Santa Paula (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2024.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of fiscal year 2023-24 by $118,509,500 (*net position)*.

- The City's total net position increased by $14,672,867 from the 2022-23 fiscal year mainly attributable to regular current operating activities along with a decrease in construction in progress related expenses.

- As of the close of fiscal year 2023-24, the City's governmental activities reported combined ending Net Position of $47,030,758 an increase of $3,902,166 from the ending balance of 2023, which was $43,128,592. The net position of $232,422 is expendable funds and $889,643 is nonexpendable funds (endowments/trusts), $20,040,084 restricted net position (grant funds and bond proceeds), and $(10,896,940) negative is (unrestricted net position) available for spending with some government discretion.

- At the end of fiscal year 2023-24, unrestricted fund balance (the total of the committed and unassigned components of fund balance) for the General Fund is $12,557,259 or 70.22% of total General Fund expenditures. This is an increase of $1,550,625 from fiscal year 2022-23 largely due to reclassifications of committed funds.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

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The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activitie*s) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, streets, economic development, and culture and recreation. The business-type activities of the City include Water and Sewer enterprises.

The government-wide financial statements include not only the City itself (known as *the primary government),* but also a legally separate Financing Authority for which the City of Santa Paula is financially accountable. Financial information for *these component units* is included in the financial information presented for the primary government itself. The Water and Sewer enterprises, function for all practical purposes as departments of the City, and therefore have been included as an integral part of the *primary* government. Also, as of February 1, 2012 the Santa Paula Redevelopment Agency became the Designated Local Authority for the former Santa Paula Redevelopment Agency, a Successor Agency Private purpose trust fund with the City reporting as fiduciary funds.

The government-wide financial statements can be found on pages 13-14 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Since the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the governmental-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities.*

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The City maintains twenty-three individual active governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in the fund balances for the General Fund (which is made up of nine separate internal funds). Data from the twenty active governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* elsewhere in this report. The City adopts an annual appropriated budget for its General Fund, and the major special revenue funds. Budgetary comparison statements have been provided for the General Fund and the major special revenue funds to demonstrate compliance with this budget. The basic governmental fund financial statements can be found on pages 15-19 of this report.

Proprietary funds. The City maintains three different types of proprietary funds: *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its Water and Sewer operations. These funds are reported separately as Proprietary Funds.

The basic proprietary fund financial statements can be found on pages 20-22 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The City maintains two different types of fiduciary funds. The Custodial Funds account for funds held in trust for specific purposes and the Private Purpose Trust Fund accounts for the Successor agency for the Santa Paula Redevelopment agency.

The basic Fiduciary fund financial statements can be found on pages 23-24 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 25-65 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City's General Fund, and Major Special Revenue Funds' Actual to Budget comparisons. Required supplementary information can be found on pages 65-69 of this report.

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The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information on pensions. Combining and individual fund statements and schedules can be found on pages 72-85 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $118,504,660, at the close of fiscal year 2023-24.

Government-Wide Financial Statements
Table 1: Summary of Net Position

	June 30, 2024			June 30, 2023		
	Governmental Activities	Business-Type Activities	Total	Governmental Activities	Business-Type Activities	Total
Assets						
Current and other assets	$ 38,903,080	$ 41,301,872	$ 80,204,952	$ 38,042,538	$ 41,029,357	$ 79,071,895
Capital assets (net of depreciating)	36,765,548	139,832,723	176,598,271	35,716,802	132,672,822	168,389,624
Total Assets	75,668,628	181,134,595	256,803,223	73,759,340	173,702,179	247,461,519
Deferred Outflows of Resources						
Deferred charges on refundings	-	10,160,668	10,160,668	-	10,484,945	10,484,945
Pension related	10,776,623	1,483,677	12,260,300	11,140,089	1,447,004	12,587,093
OPEB related	324,932	103,174	428,106	415,678	124,866	540,544
Total Deferred Outflows of Resources	11,101,555	11,747,519	22,849,074	11,555,767	12,056,815	23,612,582
Liabilities						
Long-term liabilities outstanding	32,683,087	116,185,224	148,868,311	31,332,825	119,149,922	150,482,747
Other liabilities	3,352,633	4,292,714	7,645,347	5,776,326	4,763,221	10,539,547
Total Liabilities	36,035,720	120,477,938	156,513,658	37,109,151	123,913,143	161,022,294
Deferred Inflows of Resources						
Pension related	1,834,290	336,691	2,170,981	2,971,654	510,115	3,481,769
OPEB related	1,869,415	593,583	2,462,998	2,105,710	632,535	2,738,245
Total Deferred Inflows of Resources	3,703,705	930,274	4,633,979	5,077,364	1,142,650	6,220,014
Net investment in capital assets	36,765,548	41,724,034	78,489,582	35,716,802	31,323,330	67,040,132
Restricted	21,162,149	3,384,692	24,546,841	19,924,875	3,225,290	23,150,165
Unrestricted	(10,896,939)	26,365,176	15,468,237	(12,513,085)	26,154,581	13,641,496
Total Net Position	$ 47,030,758	$ 71,473,902	$118,504,660	$ 43,128,592	$ 60,703,201	$ 103,831,793

A large portion (almost all) of the City's net position includes $78,489,582 (66.23 percent) as its net investment in capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (20.71%) represents resources that are subject to external restrictions on how they may be used.

At the end of the current fiscal year, the City is able to report a positive balance in net position for Investments in Capital Assets and restricted purposes. Separately, the City's governmental unrestricted net position shows a negative balance of $(10,896,939), which is an increase in net position of $5,881,665 from the previous year.

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The business-type activities *unrestricted net position* show a positive balance of $26,365,176 a increase of $210,595 over the fiscal year 2023-24's balance of $26,154,581. These unrestricted funds can only be used for Water and Sewer activities. The Water fund has $3,284,692 restricted under Cash with Fiscal Agent while the Sewer Fund has $15,485 for rate stabilization. These funds are related to the Bond Issues.

Government-Wide Financial Statements
Table 2: Summary of Changes in Net Position

	June 30, 2024			June 30, 2023		
	Governmental Activities	Business-Type Activities	Total	Governmental Activities	Business-Type Activities	Total
Revenues						
Charges for services	$ 1,993,174	$ 27,174,347	$ 29,167,521	$ 2,016,967	$ 25,424,733	$ 27,441,700
Operating grants	6,180,653	-	6,180,653	7,633,164	-	7,633,164
Capital grants	1,675,332	-	1,675,332	5,336,436	-	5,336,436
General revenues:					-	
Property taxes	5,648,445	-	5,648,445	5,078,541	-	5,078,541
Sales taxes	7,850,347	-	7,850,347	8,499,611	-	8,499,611
Other taxes	1,395,750	-	1,395,750	1,299,097	-	1,299,097
Investments	345,638	1,769,451	2,115,089	309,583	662,067	971,650
Other revenues	296,465	109,000	405,465	655,798	210,425	866,223
Total Revenues	25,385,804	29,052,798	54,438,602	30,829,197	26,297,225	57,126,422
Expenses						
General government	2,575,275	-	2,575,275	1,389,631	-	1,389,631
Building and safety	711,834	-	711,834	1,029,527	-	1,029,527
Community services	4,018,216	-	4,018,216	992,275	-	992,275
Financial services	712,448	-	712,448	381,609	-	381,609
Fire	12,986	-	12,986	260,072	-	260,072
Planning	1,035,224	-	1,035,224	1,040,387	-	1,040,387
Police	9,328,564	-	9,328,564	7,513,654	-	7,513,654
Public works	3,089,091	-	3,089,091	3,481,127	-	3,481,127
Water	-	8,694,144	8,694,144	-	7,956,508	7,956,508
Sewer	-	9,587,953	9,587,953	-	10,113,529	10,113,529
Total Expenses	21,483,638	18,282,097	39,765,735	16,088,282	18,070,037	34,158,319
Change in Net Position	3,902,166	10,770,701	14,672,867	14,740,915	8,227,188	22,968,103
Beginning Net Position	43,128,592	60,703,201	103,831,793	28,387,677	52,476,013	80,863,690
Ending Net Position	$ 47,030,758	$ 71,473,902	$ 118,504,660	$ 43,128,592	$ 60,703,201	$ 103,831,793

Governmental activities. Governmental activities increased the City's net position by $3,902,166 for the current year. The increases in net position are explained in further detail on page 14 of the report. Expenses for governmental activities increased from $16,088,282 in 2023 to $21,483,638 in 2024, an increase of $5,395,356. The increase is largely due a decrease in public works related construction in progress related expenditures.

Business-type activities. Business-type activities increased the City's net position by $10,770,701.

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Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spending* resources. Such information is useful in assessing the City's financing requirements. In particular, *unreserved fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined total ending fund balances of $35,550,447.

The General Fund is the chief operating fund of the City. At June 30, 2024, the unassigned fund balance for the General Fund was $11,289,278, while total fund balance reached $12,574,608. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 63.1 percent of the total General Fund expenditures, while total fund balance represents 70.3 percent of that same amount. The City's unassigned General Fund balance, increased by $1,229,634 during the current fiscal year.

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The net position of the Water and Sewer enterprises at the end of the year amounted to $71,473,902 and an increase of $10,770,701 from the fiscal year ended 2022-23. The net position for the proprietary funds - water increased $6,388,867 and sewer increased $4,381,834. Other factors concerning the finances of these funds are addressed in the discussion of the City's business-type activities.

Statement of Revenues, Expenses and Changes in Net Position
Table 3: Proprietary Funds

	Water	Sewer	Total
Operating revenues	$ 13,471,612	$ 13,702,735	$ 27,174,347
Operating expenses	7,601,925	6,747,886	14,349,811
Operating income (loss)	5,869,687	6,954,849	12,824,536
Total Non-Operating Revenues (Expenses)	249,457	(2,303,292)	(2,053,835)
Transfers in	269,723	-	269,723
Transfers out	-	(269,723)	(269,723)
Change in Net Position	6,388,867	4,381,834	10,770,701
Total Net Position, Beginning	32,110,826	28,592,375	60,703,201
Total Net Position, Ending	$ 38,499,693	$ 32,974,209	$ 71,473,902

General Fund Budgetary Highlights

The actual General Fund revenue ended at ($1,803,106) under the final budgeted amount. There were minor budget adjustments during the fiscal year to the final revenue budget. Revenues overall were approximately 9.1% below the budgeted estimates. The General Fund revenue final budget vs. actual breakdown is as follows:

- Taxes were $330,571 over the budget estimates primarily due to increased sales tax.
- Licenses and permits were $345,379 over budget estimates due to increased building activity compared to projected amounts.
- Intergovernmental were $495,767 over budget estimates primarily due to an unexpected increase from property related revenue.
- Charges for services came in at $3,111,712 below budgeted figures due to decreased development activity.
- Fines and forfeitures were $13,091 under budget estimates due to revenue from vehicle code fines did not meet expectations.
- Investment earnings were of $84,362 under budget due to a transition to a diversified investment portfolio.
- Other revenue were $65,618

Differences between the final budget and the actual expenditures for the operating departments varied considerably.

- General government was $24,132 over budget estimates due to savings from delayed projects.
- Building & safety was $282,074 under budget estimates due to staffing shortages.
- Community services was $151,785 over budget estimates about half of which was due to part time staffing costs not being realized until after the fiscal year end.
- Financial services was $97,537 under budget estimates due to salary savings from staffing shortages.
- Planning was $377,605 under budget estimates due to salary savings from staffing shortages (building inspector, permit tech, and half a year of the Chief Building Official).
- Police $1,224,046 under budget estimates due to salary savings from multiple vacant positions.
- Public works was ($1,693,102) over budget estimates due to capital improvement projects not being fully completed, most notably the Police Department remodel which had over a million-dollar budget with minimal expenses.

Overall, the General Fund expenditures came in under budget by $112,243 or 0.6% of budgeted estimates.

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General Fund Budgetary Highlights (continued)

General Fund Budgetary Highlights
Table 4

Revenues	
Taxes	$ 330,571
Licenses and permits	345,379
Intergovernmental	495,767
Charges for services	(3,111,712)
Fines and forfeitures	(13,091)
Investment earnings	84,362
Other revenue	65,618
Total Revenue Over/(Under) Budget	$ (1,803,106)
Expenditures	
General government	$ (24,132)
Building and safety	282,074
Community services	(151,785)
Financial services	97,537
Planning	377,605
Police	1,224,046
Public works	(1,693,102)
Total Expenditures (Over)/Under Budget	$ 112,243

Capital Asset and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business-type activities as of June 30, 2024, amounts to $176,598,271 (net of accumulated depreciation). This investment in capital assets includes land, buildings and system, improvements other than buildings, machinery and equipment, as well as construction in progress.

The value of the City's assets increased by $8,208,647 during this reporting period. Additional information on the City's capital assets can be found in Note 5 on pages 39-40 in this report.

Capital Assets
Table 5

	(Net of Depreciation)		
	Governmental Activities	Business-Type Activities	Total
Land	$ 1,045,317	$ 7,104,082	$ 8,149,399
Construction in progress	12,585,089	25,000,356	37,585,445
Buildings and system	1,444,081	66,506,203	67,950,284
Machinery and equipment	1,944,245	26,515,984	28,460,229
Water rights	-	13,834,827	13,834,827
Improvements other than buildings	19,746,816	871,271	20,618,087
Total Capital Assets	$ 36,765,548	$ 139,832,723	$ 176,598,271

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Capital Asset and Debt Administration (continued)

Long-term debt. At the end of the current fiscal year, the City had total debt outstanding of $111,554,049 (excluding pension/OPEB liabilities, compensated absences and claims liability). This is a decreases of $3,405,678 from the prior year's level of $114,959,727. Governmental activities have no outstanding debt. Business-type activities debt decreased by $3,405,678, largely due to refunding of debt and principal payments for the Enterprise Revenue bonds.

Additional information on the City's long-term debt can be found in Note 7 on pages 42-47 of this report.

Outstanding Debt
Table 6

	Business-Type Activities	Total
Lease Revenue Bonds:		
Water 2019	$ 30,170,000	$ 30,170,000
Add: Premium	5,287,123	5,287,123
Wastewater 2015A	7,355,000	7,355,000
Wastewater 2020A	3,765,000	3,765,000
Add: Premium	670,426	670,426
Wastewater 2020B	63,810,000	63,810,000
Notes payable	496,500	496,500
Total	$ 111,554,049	$ 111,554,049

Next Year's Budgets and Rates

In 2019 the Council adopted a five-year water and sewer rate increase. The first increase went into effect on January 1, 2020. Additional increases will occur at the start of every fiscal year through July 1, 2024.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City, Finance Director, P. O. Box 569, Santa Paula, CA 93061.

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BASIC FINANCIAL STATEMENTS

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City of Santa Paula

Statement of Net Position
June 30, 2024

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments	$ 35,190,639	$ 33,679,432	$ 68,870,071
Cash - restricted	4	3,300,177	3,300,181
Receivables:			
Accounts and interest	3,365,220	3,938,912	7,304,132
Loans, net of allowance	333,930	-	333,930
Prepaids	13,287.00	383,351	396,638
Capital assets, not being depreciated	13,630,406	45,939,265	59,569,671
Capital assets, net of accumulated depreciation	23,135,142	93,893,458	117,028,600
Total Assets	75,668,628	181,134,595	256,803,223
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charges on refundings	-	10,160,668	10,160,668
Pension related	10,776,623	1,483,677	12,260,300
OPEB related	324,932	103,174	428,106
Total Deferred Outflows of Resources	11,101,555	11,747,519	22,849,074
LIABILITIES			
Accounts payable and accrued liabilities	1,669,215	2,676,827	4,346,042
Accrued interest payable	-	1,615,887	1,615,887
Deposits	1,683,418	-	1,683,418
Noncurrent Liabilities:			
Due within one year	492,611	3,238,270	3,730,881
Due more than one year	492,610	108,379,049	108,871,659
Net pension liability	30,181,175	4,086,320	34,267,495
Total OPEB liability	1,516,691	481,585	1,998,276
Total Liabilities	36,035,720	120,477,938	156,513,658
DEFERRED INFLOWS OF RESOURCES			
Pension related	1,834,290	336,691	2,170,981
OPEB related	1,869,415	593,583	2,462,998
Total Deferred Inflows of Resources	3,703,705	930,274	4,633,979
NET POSITION			
Net investment in capital assets	36,765,548	41,724,034	78,489,582
Restricted for:			
Capital projects	454,896	3,284,692	3,739,588
Development	5,299,712	-	5,299,712
Public safety	85,343	-	85,343
Rate stabilization	-	100,000	100,000
Street projects	7,811,989	-	7,811,989
Transportation and other purposes	6,388,144	-	6,388,144
Trust and endowments:			
Expendable	232,422	-	232,422
Nonexpendable	889,643	-	889,643
Unrestricted	(10,896,939)	26,365,176	15,468,237
Total Net Position	$ 47,030,758	$ 71,473,902	$ 118,504,660

The accompanying notes are an integral part of these financial statements.

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City of Santa Paula

Statement of Activities
For the Year Ended June 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business-type Activities	Net (Expense) Revenue and Changes in Net Position: Total
Governmental Activities:							
General government	$ 2,575,275	$ 297,924	$ 558,856	$ (21,189)	$ (1,739,684)	$ -	$ (1,739,684)
Building and safety	711,834	804,519	-	-	92,685	-	92,685
Community services	4,018,216	334,408	593,710	164,011	(2,926,087)	-	(2,926,087)
Financial services	712,448	15,004	-	-	(697,444)	-	(697,444)
Fire	12,986	-	-	-	(12,986)	-	(12,986)
Planning	1,035,224	60,196	-	-	(975,028)	-	(975,028)
Police	9,328,564	140,485	2,649,443	5,950	(6,532,686)	-	(6,532,686)
Public works	3,089,091	340,638	2,378,644	1,526,560	1,156,751	-	1,156,751
Total Governmental Activities	21,483,638	1,993,174	6,180,653	1,675,332	(11,634,479)	-	(11,634,479)
Business-type Activities:							
Water	8,694,144	13,471,612	-	-	-	4,777,468	4,777,468
Sewer	9,587,953	13,702,735	-	-	-	4,114,782	4,114,782
Total Business-type Activities	18,282,097	27,174,347	-	-	-	8,892,250	8,892,250
Total Government	$ 39,765,735	$ 29,167,521	$ 6,180,653	$ 1,675,332	(11,634,479)	8,892,250	(2,742,229)
General Revenues:							
Property taxes					5,648,445	-	5,648,445
Sales taxes					7,850,347	-	7,850,347
Transient occupancy taxes					83,355	-	83,355
Franchise taxes					1,312,395	-	1,312,395
Business license taxes					127,429	-	127,429
Unrestricted investment earnings					345,638	1,769,451	2,115,089
Miscellaneous revenues					169,036	-	169,036
Gain on disposal					-	109,000	109,000
Total General Revenues and Transfers					15,536,645	1,878,451	17,415,096
Change in Net Position					3,902,166	10,770,701	14,672,867
Net Position, Beginning					43,128,592	60,703,201	103,831,793
Net Position, Ending					$ 47,030,758	$ 71,473,902	$ 118,504,660

The accompanying notes are an integral part of these financial statements.

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City of Santa Paula

Balance Sheet
Governmental Funds
June 30, 2024

	General	Non-major Governmental Funds	Total Governmental Funds
ASSETS			
Cash and investments	$ 12,470,975	$ 22,719,664	$ 35,190,639
Cash - restricted	4	-	4
Receivables			
Accounts and interest	2,808,672	556,548	3,365,220
Loans receivable	4,430	329,500	333,930
Due from other funds	227,517	-	227,517
Prepaids	12,915	372	13,287
Total Assets	$ 15,524,513	$ 23,606,084	$ 39,130,597
LIABILITIES			
Accounts payable and accrued liabilities	$ 1,266,487	$ 402,728	$ 1,669,215
Deposits	1,683,418	-	1,683,418
Due to other funds	-	227,517	227,517
Total Liabilities	2,949,905	630,245	3,580,150
FUND BALANCE (DEFICITS)			
Nonspendable	17,345	890,015	907,360
Restricted	4	22,322,716	22,322,720
Assigned	5,568,941	-	5,568,941
Unassigned	6,988,318	(236,892)	6,751,426
Total Fund Balances	12,574,608	22,975,839	35,550,447
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 15,524,513	$ 23,606,084	$ 39,130,597

The accompanying notes are an integral part of these financial statements.

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Subject To Change

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position
June 30, 2024

Fund balances of governmental funds		$ 35,550,447
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets net of depreciation have not been included as financial resources in governmental fund activity.		36,765,548
Amounts for deferred inflows and deferred outflows related to the City's Net Pension Liability and Total OPEB Liability are not reported in the funds.		
Deferred outflows related to pensions	$ 10,776,623	
Deferred inflows related to pensions	(1,834,290)	
Deferred outflows related to OPEB	324,932	
Deferred inflows related to OPEB	(1,869,415)	7,397,850
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.		
Compensated absences	(599,784)	
Claims liabilities	(385,437)	
Net pension liability	(30,181,175)	
Total OPEB liability	(1,516,691)	(32,683,087)
Net position of governmental activities		$ 47,030,758

The accompanying notes are an integral part of these financial statements.

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Subject To Change

City of Santa Paula

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2024

	General	(Formerly major) Federal Grants	(Formerly major) Facility Capital Projects
REVENUES			
Taxes	$ 14,595,443		
Licenses and permits	599,985		
Intergovernmental	1,263,246		
Charges for services	1,100,553		
Fines and forfeitures	81,909		
Investment earnings	254,862		
Other revenues	75,718		
Total Revenues	17,971,716		
EXPENDITURES			
Current:			
General government	2,510,195		
Building and safety	553,748		
Community services	2,869,130		
Financial services	690,887		
Planning	786,132		
Police	8,667,036		
Public works	1,805,912		
Total Expenditures	17,883,040		
Excess (Deficiency) of Revenues over Expenditures	88,676		
OTHER FINANCING SOURCES (USES)			
Transfers in	-		
Transfers out	(24,437)		
Total Other Financing Sources (Uses)	(24,437)		
Net Change in Fund Balances	64,239		
Fund Balances, Beginning, as previously reported	12,510,369	$ 5,073,511	$ 3,871,686
Change within financial reporting entity (major to non-major)	-	(5,073,511)	(3,871,686)
Fund Balances, Beginning, as restated	12,510,369	-	-
Fund Balances, ending	$ 12,574,608	$ -	$ -

The accompanying notes are an integral part of these financial statements.

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Subject To Change

(continued)

Non-major Governmental Funds	Total Governmental Funds
$ 367,657	$ 14,963,100
-	599,985
3,516,993	4,780,239
2,712,576	3,813,129
-	81,909
1,085,144	1,340,006
9,990	85,708
7,692,360	25,664,076
297,687	2,807,882
-	553,748
1,294,134	4,163,264
31,833	722,720
259,364	1,045,496
70,572	8,737,608
2,264,939	4,070,851
4,218,529	22,101,569
3,473,831	3,562,507
440,806	440,806
(416,369)	(440,806)
24,437	-
3,498,268	3,562,507
10,532,374	31,987,940
8,945,197	-
19,477,571	31,987,940
$ 22,975,839	$ 35,550,447

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Subject To Change

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2024

Net change in fund balances-total governmental funds		$ 3,562,507
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of these assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlay of $2,981,172 exceeded depreciation $1,932,426, in the current period.		1,048,746
Certain revenues are recorded as unavailable revenue in the governmental funds because they do not meet the revenue recognition criteria of availability. However, they are included as revenue in the Government-Wide Statement of Activities.		(278,272)
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		
Pension related net adjustments	$ (862,290)	
OPEB related net adjustments	103,792	(758,498)
Claims and judgments expenses reported in the Statement of Activities do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.		274,147
Compensated absences reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. The following represents the net change in compensated absences in the current period.		53,536
Change in net position of governmental activities		$ 3,902,166

The accompanying notes are an integral part of these financial statements.

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Subject To Change

City of Santa Paula

Statement of Net Position
Proprietary Funds
June 30, 2024

	Business-type Activities - Enterprise Funds		
	Utility Authority		
	Water	Sewer	Totals
ASSETS			
Current assets:			
Cash and investments	$ 21,982,444	$ 11,696,988	$ 33,679,432
Receivables	2,232,143	1,706,769	3,938,912
Prepaids	79,445	303,906	383,351
Total Current Assets	24,294,032	13,707,663	38,001,695
Noncurrent assets:			
Restricted cash:			
Cash with fiscal agents	3,284,692	15,485	3,300,177
Capital Assets:			
Land	2,356,451	4,747,631	7,104,082
Water rights	13,834,827	-	13,834,827
Buildings	12,251,164	74,097,756	86,348,920
Improvements	28,574,721	8,264,092	36,838,813
Machinery and equipment	2,806,021	246,761	3,052,782
Construction in progress	10,976,207	14,024,149	25,000,356
Less: Accumulated depreciation	(17,568,414)	(14,778,643)	(32,347,057)
Total Capital Assets (Net of Accumulated Depreciation)	53,230,977	86,601,746	139,832,723
Total Noncurrent Assets	56,515,669	86,617,231	143,132,900
Total Assets	80,809,701	100,324,894	181,134,595
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charges on refundings	-	10,160,668	10,160,668
Pension related	1,483,677	-	1,483,677
OPEB related	103,174	-	103,174
Total Deferred Outflows of Resources	1,586,851	10,160,668	11,747,519
LIABILITIES			
Current liabilities:			
Accounts payable	1,809,535	867,292	2,676,827
Interest payable	572,252	1,043,635	1,615,887
Compensated absences	63,270	-	63,270
Bonds payable - current	1,745,000	1,430,000	3,175,000
Total Current Liabilities	4,190,057	3,340,927	7,530,984
Noncurrent liabilities			
Bonds payable	33,712,123	74,170,426	107,882,549
Notes payable	496,500	-	496,500
Net pension liability	4,086,320	-	4,086,320
Total OPEB liability	481,585	-	481,585
Total Noncurrent Liabilities	38,776,528	74,170,426	112,946,954
Total Liabilities	42,966,585	77,511,353	120,477,938
DEFERRED INFLOWS OF RESOURCES			
Pension related	336,691	-	336,691
OPEB related	593,583	-	593,583
Total Deferred Inflows of Resources	930,274	-	930,274
NET POSITION			
Net investment in capital assets	20,562,046	21,161,988	41,724,034
Restricted for:			
Capital projects	3,284,692	-	3,284,692
Rate stabilization	-	100,000	100,000
Unrestricted	14,652,955	11,712,221	26,365,176
Total Net Position	$ 38,499,693	$ 32,974,209	$ 71,473,902

The accompanying notes are an integral part of these financial statements.

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Subject To Change

City of Santa Paula

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2024

	Business-type Activities - Enterprise Funds		
	Utility Authority		
	Water	Sewer	Totals
OPERATING REVENUES			
Sales and services	$ 13,447,877	$ 13,688,794	$ 27,136,671
Other revenues	23,735	13,941	37,676
Total Operating Revenues	13,471,612	13,702,735	27,174,347
OPERATING EXPENSES			
Cost of sales and services	3,638,668	4,204,150	7,842,818
Administration	2,883,937	1,391,800	4,275,737
Depreciation	1,079,320	1,151,936	2,231,256
Total Operating Expenses	7,601,925	6,747,886	14,349,811
Operating Income	5,869,687	6,954,849	12,824,536
NONOPERATING REVENUES (EXPENSES)			
Investment earnings	1,232,676	536,775	1,769,451
Interest expense	(1,092,219)	(2,840,067)	(3,932,286)
Gain on disposal of capital assets	109,000	-	109,000
Total Nonoperating Revenues (Expenses)	249,457	(2,303,292)	(2,053,835)
Income Before Transfers	6,119,144	4,651,557	10,770,701
Transfers in	269,723	-	269,723
Transfers out	-	(269,723)	(269,723)
Total Transfers	269,723	(269,723)	-
Change in Net Position	6,388,867	4,381,834	10,770,701
Total Net Position, Beginning	32,110,826	28,592,375	60,703,201
Total Net Position, Ending	$ 38,499,693	$ 32,974,209	$ 71,473,902

The accompanying notes are an integral part of these financial statements.

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Subject To Change

City of Santa Paula

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2024

	Utility Authority		
	Water	Sewer	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	$ 13,473,281	$ 13,942,855	$ 27,416,136
Payments to suppliers	(3,976,879)	(6,110,226)	(10,087,105)
Payments to employees for salaries and benefits	(1,996,840)	(228,430)	(2,225,270)
Net cash provided by (used for) operating activities	7,499,562	7,604,199	15,103,761
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers in	269,723	-	269,723
Transfers out	-	(269,723)	(269,723)
Net cash provided by (used for) noncapital financing activities	269,723	(269,723)	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and construction of capital assets	(5,612,864)	(3,778,293)	(9,391,157)
Proceeds from sale of property	109,000	-	109,000
Interest paid on capital debt	(1,466,083)	(2,555,427)	(4,021,510)
Principal paid on capital debt	(1,660,000)	(1,385,000)	(3,045,000)
Net cash provided by (used for) capital and related financing activities	(8,629,947)	(7,718,720)	(16,348,667)
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment earnings	1,232,676	536,775	1,769,451
Net cash provided by (used for) investing activities	1,232,676	536,775	1,769,451
Net increase in cash and cash equivalents	372,014	152,531	524,545
Cash and cash equivalents, beginning	24,895,122	11,559,942	36,455,064
Cash and cash equivalents, ending	$ 25,267,136	$ 11,712,473	$ 36,979,609
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE AMOUNTS REPORTED ON THE STATEMENT OF NET POSITION			
Cash and investments	$ 21,982,444	$ 11,696,988	$ 33,679,432
Restricted cash with fiscal agent	3,284,692	15,485	3,300,177
	$ 25,267,136	$ 11,712,473	$ 36,979,609
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:			
Operating income	$ 5,869,687	$ 6,954,849	$ 12,824,536
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation expense	1,079,320	1,151,936	2,231,256
(Increase) decrease in receivables	1,669	240,120	241,789
(Increase) decrease in prepaids	844	9,397	10,241
(Increase) decrease in deferred outflows - pensions	(36,673)	-	(36,673)
(Increase) decrease in deferred outflows - OPEB	21,692	-	21,692
Increase (decrease) in accounts payable	334,419	(752,103)	(417,684)
Increase (decrease) in compensated absences	15,604	-	15,604
Increase (decrease) in deferred inflows - pension	(173,424)	-	(173,424)
Increase (decrease) in deferred inflows - OPEB	(38,952)	-	(38,952)
Increase (decrease) in net pension liability	386,846	-	386,846
Increase (decrease) in total OPEB liability	38,530	-	38,530
Net cash provided by (used for) operating activities	$ 7,499,562	$ 7,604,199	$ 15,103,761

The accompanying notes are an integral part of these financial statements.

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Subject To Change

City of Santa Paula

Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2024

	Harvest CFD East Area 1 Custodial Fund	PBID Custodial Fund	Successor Agency Private-purpose Trust Fund
ASSETS			
Cash and investments	$ 1,691,522	$ 220,535	$ 326,427
Restricted cash and investments	1,669,282	-	296,906
Receivables			
Accounts	-	726	-
Interest	12,343	1,470	1,697
Loans, net	-	-	940
Total Assets	3,373,147	222,731	625,970
LIABILITIES			
Accounts payable	14,080	-	-
Accrued liabilities	581	-	-
Interest payable	472,738	-	7,933
Bonds payable	19,964,075	-	299,303
Total Liabilities	20,451,474	-	307,236
NET POSITION (DEFICIT)			
Net position held for other agencies	$ (17,078,327)	$ 222,731	$ 318,734

The accompanying notes are an integral part of these financial statements.

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Subject To Change

City of Santa Paula

Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2024

	Harvest CFD East Area 1 Custodial Fund	PBID Custodial Fund	Successor Agency Private-purpose Trust Fund
ADDITIONS			
Property tax collections for other agencies	$ 1,959,075	$ 84,192	$ 63,358
Interest income	145,566	10,023	33,205
Total Additions	2,104,641	94,215	96,563
DEDUCTIONS			
Administrative costs	56,869	73,377	3,359
Payments to others on behalf of other agencies	1,429,544	-	28,014
Total Deductions	1,486,413	73,377	31,373
Change in Net Position	618,228	20,838	65,190
Net Position (Deficit), Beginning,	(17,696,555)	201,893	253,544
Net Position (Deficit), Ending	$ (17,078,327)	$ 222,731	$ 318,734

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The accompanying notes are an integral part of these financial statements.

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Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) Description of Reporting Entity

The City of Santa Paula (the City) is a municipal corporation operating as a general law city governed by a city council of five members. The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operations and are included in the City's reporting entity because of the significance of their operational or financial relationships with the City.

Blended Component Units

The Santa Paula Public Financing Authority (the Authority) is governed by the City Council of the City. Although it is legally separate from the City, the Authority is reported as if it were part of the primary government because its sole purpose is to finance and construct the City's public facilities.

The Santa Paula Utility Authority (the Utility Authority) was established through a Joint Powers Agreement between the City and the Redevelopment Agency. The members of the Board of Directors of the Utility Authority are the members of the City Council of the City. The Utility Authority was established to provide financing, for purposes which are authorized by law and which could lease, own, operate, and maintain the water and wastewater enterprise, and any other utility system or service leased to the Utility Authority by the City or acquired by the Utility Authority. The Utility Authority is reported as enterprise funds.

Separate financial statements are not prepared for the Santa Paula Public Financing Authority or the Santa Paula Utility Authority.

B) Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all the nonfiduciary activities of the City and its component units. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

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Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B) Government-wide and Fund Financial Statements (continued)

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter, if any, are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C) Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus and the accrual basis of accounting*, as are the proprietary funds' and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual, and therefore have been recognized as revenues within the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue within the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The G*eneral Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The City reports the following major proprietary funds:

The water and sewer funds account for the operation of the City's water distribution system and the City's sewage treatment plant, and sewage pumping stations.

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Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C) Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

The City reports the following fiduciary funds:

Harvest CFD East Area 1 Custodial Fund and the PBID Custodial Fund account for the assets held by the City in a custodial capacity. These funds include the collection of special assessments levied on various Assessment Districts and Community Facilities Districts property owners for the payment of debt service on no commitment debt.

The Successor Agency Private-Purpose Trust Fund accounts for the wind down activities of the Santa Paula Redevelopment Agency.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. In the fund financial statements, quasi-external transactions are accounted for as revenues, expenditures, or expenses. Transactions that constitute reimbursement to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the reimbursement fund and as revenues in the fund that is reimbursed. All other interfund transaction except quasi-external transactions and reimbursements are reported as transfers.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principle ongoing operations. The principle operating revenues of the City's enterprise funds are charges to customers for sales and services. The City also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

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1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D) Implementation of Governmental Accounting Standards Board (GASB) Pronouncements

GASB Statement No. 100 – the City adopted GASB Statement No. 100, *Accounting Changes and Error Corrections*. This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. As part of those descriptions, for (1) certain changes in accounting principles and (2) certain changes in accounting estimates that result from a change in measurement methodology, a new principle or methodology should be justified on the basis that it is preferable to the principle or methodology used before the change. That preferability should be based on the qualitative characteristics of financial reporting—understandability, reliability, relevance, timeliness, consistency, and comparability. This Statement also addresses corrections of errors in previously issued financial statements. See Note 16 for details.

E) Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to /deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

F) Other Postemployment Benefits (OPEB)

For purposes of measuring the OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's plan, if any, (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position, if any, have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used: June 30, 2022 Valuation Date, June 30, 2024 Measurement Date, July 1, 2023 through June 30, 2024 Measurement Period.

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Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position

1) Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short term investments (including restricted assets) with original maturities of three months or less from the date of acquisition. For purposes of the statement of cash flows, cash equivalents represents demand deposits of proprietary funds held in financial institutions or in cash management pools where funds can be added or withdrawn at anytime without prior notice or penalty and with a maturity of three months or less from the date of acquisition.

Investments are included within the financial statement caption "Cash and Investments." Investments for the government, as well as for its component units, are stated at their fair value, the value at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale. The Local Agency Investment Fund operates in accordance with the appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

2) Receivables and Payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a nonspendable fund balance account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property taxes receivable are shown net of an allowance for uncollectibles. Property taxes in the State of California are administered for all local agencies at the County level, and consist of secured, unsecured, and utility tax rolls.

Property taxes are levied as of January 1 preceding the fiscal year for which the taxes are levied. The fiscal year begins July and ends June 30 of the following year. Taxes are levied on both real and unsecured personal property, as it exists at the time. Liens against real estate, as well as the tax on personal property, are not relieved by subsequent renewal or change in ownership.

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Subject To Change

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position or Equity (continued)

2) Receivables and Payables (continued)

Tax levies are limited to 1% of full market value which results in a tax of $1.00 per $100 assessed valuation, under the provisions of Proposition 13. Tax rates for voter-approved indebtedness are excluded from this limitation.

The Assessor of the County of Ventura establishes property valuations for the secured and unsecured property tax rolls; the State Board of Equalization values the utility property tax roll. Under the provisions of Article XIIIA of the State Constitution (Proposition 13 adopted by the voters on June 6, 1978) properties are assessed at 100% of full value. From this base of assessment, subsequent annual increases in valuation are limited to a maximum of 2%. However, increases to full value are allowed for property improvements or upon change in ownership. Personal property is excluded from these limitations, and is subject to annual reappraisal.

Tax collections are the responsibility of the County Tax Collector. Taxes and assessments on secured and utility rolls which constitute a lien against the property may be paid in two installments; the first is due on November 1 of the fiscal year and is delinquent if not paid by December 10; and the second is due on February 1 of the fiscal year and is delinquent if not paid by April 10. Unsecured personal property taxes do not constitute a lien against real property unless the taxes become delinquent. Payment must be made in one installment, which is delinquent if not paid by August 31 of the fiscal year. Significant penalties are imposed by the County for late payments.

Due to the nature of the City-wide maximum levy, it is not possible to identify general-purpose tax rates for specific entities. Under state legislation adopted subsequent to the passage of Proposition 13, appropriations to local agencies are made by the County Auditor-Controller based primarily on the ratio that each agency represented of the total City-wide levy for the three years prior to fiscal year 1979.

The State of California FY 90-91 Budget Act authorized counties to collect an administrative fee for collection and distribution of property taxes. Property taxes are recorded as net of administration fees withheld during the fiscal year.

2) Restricted Assets

Certain proceeds of the City's tax allocation refunding bonds and the enterprise fund lease revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because they are maintained in separate bank accounts and their use is limited by applicable bond covenants.

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1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position (continued)

3) Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The City defines capital assets as assets with an initial, individual cost of more than $5,000, or $25,000 for capital projects. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets received prior to the implementation of GASB 72 were recorded at fair value on the date of donation. Donated capital assets received subsequent to the implementation of GASB 72 are recorded at acquisition value as of the date received.

The costs of normal maintenance and repairs that do not add to the value of the asset or materiality extend assets lives are not capitalized.

Property, plant, and equipment of the primary government, as well as the component units, are depreciated using the straight line method over the following estimated useful lives:

	Years
Buildings	30-50
Building improvements	10-30
Infrastructure	25-60
Vehicles	3-10
Equipment	7-10
Computer equipment	5

4) Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Cash compensations for accrued vacations are generally not payable until the employee terminates employment with the City. All vacation pay is accrued when incurred in the government-wide, proprietary, and fiduciary fund financial statements. A liability for these amounts is reported in the government funds only if they have matured, for example, as a result of employee resignations and retirements.

5) Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

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1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position (continued)

6) Long-term Obligations (continued)

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

7) Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and balance sheet for the governmental funds will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents consumption of net assets that applies to future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City currently has two items that qualify for reporting in this category. The first is the deferred charge on refunding reported in the government-wide statement of net position and the statement of net position - proprietary funds. A deferred charge on refunding results from the difference in the carrying value of the refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The other items that qualify for reporting in this category are a result of the City's implementation of GASB Statement No. 68 and 75.

In addition to liabilities, the statement of financial position and balance sheet for the governmental funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item, which arises only under the modified accrual basis of accounting, and others, which are a result of the City's implementation of GASB Statement No. 68 and 75, which qualify for reporting in this category. Under the modified accrual basis of accounting, the item, *unavailable revenue,* is reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes, special assessments, grant receivables, and other miscellaneous receivables. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

8) Net Position

In the Government-wide, proprietary funds, and fiduciary fund financial statements, net position is classified in the following categories.

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1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position (continued)

8) Net Position (continued)

Net Investment in Capital Assets

This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce this category.

Restricted Net Position

This category presents external restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position

This category represents net position that does not meet the definition of “net investment in capital assets” or “restricted net position.”

9) Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the statement of net position, a flow assumption must be made about the order in which the resources are considered to be applied.

It is the City’s policy to consider restricted net position to have been depleted before unrestricted net position.

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1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G) Assets, Liabilities, and Net Position (continued)

10) Fund Balance

Fund balances in governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

Nonspendable Fund Balance - Amounts that cannot be spent either because they are in nonspendable form or are required to be maintained intact.

Restricted Fund Balance - Amounts that are constrained to specific purposes by state or federal laws, or externally imposed conditions by grantors or creditors.

Committed Fund Balance - Amounts that may be specified by the City Council by ordinance or resolution to formally commit part of the City's fund balances or future revenues for a specific purpose(s) or program. To change or repeal any such commitment will require an additional formal City Council action utilizing the same formal action by City Council in the form of a ordinance or resolution to remove.

Assigned Fund Balance - Amounts that are constrained by the Council's intent to use specified financial resources for specific purposes, but are neither restricted nor committed.

Unassigned Fund Balance - These are either residual positive net resources of fund balance in excess of what can properly be classified in one of the other four categories, or negative balances.

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2) STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Deficit Fund Equity

The following non-major funds had deficit fund balances at June 30, 2024:

Nonmajor Governmental Funds:	
Special Revenue Funds:	
Mobile Home Rent Review	$ (66,524)
NPDES Storm Water Quality	(164,939)
Capital Projects Funds:	
Park Bond Grant	(2,763)
Federal STP Grant	(2,666)
Fiduciary Funds:	
Harvest CFD East Area 1 Custodial Fund	(17,078,327)

These deficits are expected to be reduced by future revenue or transfers from other funds.

3) CASH AND INVESTMENTS

The City's cash and investments consist of the following at June 30, 2024:

Statement of Net Position:	
Cash and investments	$ 68,870,071
Restricted cash and investments	3,300,181
Statement of Fiduciary Net Position:	
Cash and investments with fiscal agent	2,238,484
Restricted cash and investments	1,966,188
Total Cash and Investments	$ 76,374,924

Cash and Investments consist of the following:

Petty cash	$ 4,100
Deposits with financial institutions	9,121,730
Investments	67,249,094
Total Cash and Investments	$ 76,374,924

Investments Authorized by the California Government Code and the City's Investment Policy

The investments are managed by the City Treasurer and Fiscal agents (Bond trustees acting in accordance with bond covenants). Investments managed by the City Treasurer are invested in accordance with the City's investment policy. Investments managed by bond trustees are invested in accordance with provisions of the respective bond agreements, which generally are in accordance with provisions of the California Government Code 53601.

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3) CASH AND INVESTMENTS (continued)

Investments Authorized by the California Government Code and the City's Investment Policy (continued)

The City Treasurer has direct oversight over the City's pooled investment fund which covers cash and cash equivalents of the City's governmental funds, enterprise funds, and agency funds which are invested in accordance with the City's investment policy. The investment policy generally complies with California Government Code Section 53601. The table below identifies the investment types that are authorized by the City's investment policy and the California Government Code. The table also identifies certain provisions that address interest rate risk, credit risk, and concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer	Minimum Ratings
Local Agency Investment Fund	N/A	None	None	None
Ventura County Pool	N/A	None	None	None
U.S. Treasury	3 years	None	None	None
U.S. Agencies	3 years	20%	None	AAA
State Municipal Securities	5 years	None	None	AA
California Local Agency Municipal Securities	5 years	None	None	AA
Non-Negotiable Certificates of Deposit	5 years	20%	None	A
Negotiable Certificates of Deposits (CDs)	5 years	30%	15%	AAA
Placement Service Deposits	5 years	30%	None	None
Medium Term Corporate Notes	5 years	30%	None	AA
Asset-Backed Securities	4 years	20%	None	AA
Commercial Paper	270 days	25%	10%	Prime
Bankers Acceptances	180 Days	40%	2%	None
Money Market and Mutual funds	N/A	20%	20%	AAA

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rates risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

	Remaining Maturity (in Months)			
Investment Type	12 Months or Less	13 to 24 Months	25 to 60 Months	Total
Local Agency Investment Fund	$ 35,077,512	$ -	$ -	$ 35,077,512
U.S. Treasury	4,528,750	1,549,033	4,767,236	10,845,019
U.S. Agencies	1,848,877	1,640,129	3,800,902	7,289,908
Negotiable Certificates of Deposits (CDs)	313,384	-	-	313,384
Agency CMBS	673,037	749,313	1,772,373	3,194,723
Medium Term Corporate Notes	1,103,254	2,281,671	3,099,597	6,484,522
Asset-Backed Securities	260,462	120,597	2,274,441	2,655,500
Money Market and Mutual funds	51,852	-	-	51,852
Suprational Obligations	558,938	491,750	285,986	1,336,674
Total	$ 44,416,066	$ 6,832,493	$ 16,000,535	$ 67,249,094

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3) CASH AND INVESTMENTS (continued)

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code or the City's investment policy, or debt agreements, and the actual rating as of fiscal year end for each investment type.

Investment Type	Minimum Legal Rating	Not Rated	A/AA/AAA+-	Total
Local Agency Investment Fund	N/A	$ 35,077,512	$ -	$ 35,077,512
U.S. Treasury		-	10,845,019	10,845,019
U.S. Agencies		-	7,289,908	7,289,908
Negotiable Certificates of Deposits (CDs)		-	313,384	313,384
Agency CMBS			3,194,723	3,194,723
Medium Term Corporate Notes		-	6,484,522	6,484,522
Asset-Backed Securities		708,542	1,946,958	2,655,500
Money Market and Mutual funds		-	51,852	51,852
Suprational Obligations		-	1,336,674	1,336,674
Total		$ 35,786,054	$ 31,463,040	$ 67,249,094

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There are no investments in any one issuer (other than external investment pools) that represent 5% or more of total City investments.

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

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3) CASH AND INVESTMENTS (continued)

Custodial Credit Risk (continued)

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investments in securities through the use of mutual funds or government investment pools (such as LAIF).

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based on the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

Fair Value of Investments

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

4) RECEIVABLES

Receivables as of year-end for the City's individual major funds and non-major funds in the aggregate, are as follows:

	General Fund	Water Utility	Sewer Utility	Nonmajor and Other Funds	Total Receivables
Receivables:					
Interest	$ 65,485	$ 163,088	$ 83,607	$ 173,310	$ 485,490
Accounts	2,743,187	2,069,055	1,623,162	383,238	6,818,642
Total Receivables	$ 2,808,672	$ 2,232,143	$ 1,706,769	$ 556,548	$ 7,304,132

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5) CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2024, was as follows:

Governmental Activities:	Balance June 30, 2023	Additions	Deletions	Balance June 30, 2024
Capital assets, not depreciated:				
Land	$ 489,183	$ 556,134	$ -	$ 1,045,317
Construction in progress	10,752,759	1,832,330	-	12,585,089
Total capital assets, not depreciated	11,241,942	2,388,464	-	13,630,406
Capital assets, being depreciated:				
Buildings and system	3,446,262	-	-	3,446,262
Machinery and equipment	5,519,559	592,708	-	6,112,267
Improvements other than buildings	37,727,777	-	-	37,727,777
Total capital assets, being depreciated	46,693,598	592,708	-	47,286,306
Less accumulated depreciation:				
Buildings and system	(1,894,212)	(107,969)	-	(2,002,181)
Machinery and equipment	(3,880,322)	(287,700)	-	(4,168,022)
Improvements other than buildings	(16,444,204)	(1,536,757)	-	(17,980,961)
Total accumulated depreciation	(22,218,738)	(1,932,426)	-	(24,151,164)
Net capital assets being depreciated	24,474,860	(1,339,718)	-	23,135,142
Governmental activities, capital assets, net	$ 35,716,802	$ 1,048,746	$ -	$ 36,765,548

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5) CAPITAL ASSETS (continued)

Business-Type Activities:	Balance June 30, 2023	Additions	Deletions	Balance June 30, 2024
Capital assets, not depreciated:				
Land	$ 7,104,082	$ -	$ -	$ 7,104,082
Water rights	13,834,827	-	-	13,834,827
Construction in progress	15,647,769	15,955,887	(6,603,300)	25,000,356
Total capital assets, not depreciated	36,586,678	15,955,887	(6,603,300)	45,939,265
Capital assets, being depreciated:				
Buildings and system	86,348,920	-	-	86,348,920
Improvements other than buildings	36,838,813	-	-	36,838,813
Machinery and equipment	3,014,212	38,570	-	3,052,782
Total capital assets, being depreciated	126,201,945	38,570	-	126,240,515
Less accumulated depreciation:				
Buildings and system	(18,666,573)	(1,176,144)	-	(19,842,717)
Machinery and equipment	(9,340,831)	(981,998)	-	(10,322,829)
Improvements other than buildings	(2,108,397)	(73,114)	-	(2,181,511)
Total accumulated depreciation	(30,115,801)	(2,231,256)	-	(32,347,057)
Net capital assets being depreciated	96,086,144	(2,192,686)	-	93,893,458
Business-type activities, capital assets, net	$ 132,672,822	$ 13,763,201	$ (6,603,300)	$ 139,832,723

Depreciation was charged to functions/programs of the City as follows

Governmental activities:	
General government	$ 63,828
Building and safety	163,706
Community services	608,599
Fire	12,986
Police	106,351
Public works	976,956
	$ 1,932,426
Business-type Activities:	
Water	$ 1,079,320
Sewer	1,151,936
	$ 2,231,256

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6) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Amounts due to/from other funds are as follows:

Due to/from

Receivable Fund	Payable Fund	Amount
General Fund	Nonmajor governmental funds	$258,507

The outstanding balances between funds are as a result of funds with negative cash borrowing from the General Fund.

Sewer Fund Advance

On February 1, 2010 the City entered into a Water Enterprise Lease Agreement and a Wastewater Enterprise Lease Agreement with the Santa Paula Utility Authority to lease to the Utility Authority the water and wastewater enterprise owned by the City. Under the terms of the agreements, lease payments are to be made from the Water and Sewer funds' (which comprise the Utility Authority) surplus revenues to the City for an amount equal to "Total Rent." Total Rent is defined in the agreements as having an aggregate present value at the date of the agreement of $77,850,759 and $18,083,341 for the water and wastewater enterprises respectively. The lease term shall end on February 22, 2065.

As mentioned above, the lease payments by the Utility Authority to the City are contingent upon the surplus revenues generated by the Water and Sewer funds. The amount of the lease rental payments could not be estimated due to the uncertainty of the amount of surplus revenues that may be generated by the Water and Sewer funds. The lease agreements are determined to be operating leases, and therefore no liability or asset has been recorded.

As provided in the trust agreement of the 2010 Wastewater Revenue Bonds, the Sewer fund of the Utility Authority transferred to the General fund an upfront lease rental payment of $5,000,000. The payment is to be used by the City to finance certain public capital improvements. The balance was paid-in-full as of June 30, 2021.

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6) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS (continued)

Interfund transfers are as follows:

	Transfers In		
Transfers Out	Water Fund	Aggregate remaining funds	Total
General Fund	$ -	$ 24,437	$ 24,437
Sewer Fund	269,723	-	269,723
Aggregate remaining funds	-	416,369	416,369
	$ 269,723	$ 440,806	$ 710,529

Transfers were made from the Sewer fund to the Water fund to reimburse various costs. Transfers were made from the General Fund and Other Governmental Funds to Other Governmental Funds to pay for street projects.

7) LONG-TERM DEBT

Changes in Long-term Debt

Long-term debt activity for the year ended June 30, 2024 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Governmental Activities:					
Compensated absences	$ 653,320	$ 341,672	$ (395,208)	$ 599,784	$ 299,892
Claims liability	659,584	209,837	(483,984)	385,437	192,719
Total governmental activities	$ 1,312,904	$ 551,509	$ (879,192)	$ 985,221	$ 492,611
Business-type Activities:					
Water Revenue Bonds:					
2019 Bonds	$ 31,830,000	$ -	$ (1,660,000)	$ 30,170,000	$ 1,745,000
Add: Premium	5,626,404	-	(339,281)	5,287,123	-
Wastewater Revenue Bonds:			-		
2015A Bonds	8,345,000	-	(990,000)	7,355,000	1,030,000
2020A Bonds	3,765,000	-	-	3,765,000	-
Add: Premium	691,823	-	(21,397)	670,426	-
2020B Bonds	64,205,000	-	(395,000)	63,810,000	400,000
Note payable from direct borrowings	496,500	-	-	496,500	-
Compensated absences	47,666	61,422	(45,818)	63,270	63,270
Total business-type activities	$ 115,007,393	$ 61,422	$ (3,451,496)	$ 111,617,319	$ 3,238,270

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7) LONG-TERM DEBT (continued)

The General Fund is typically used to liquidate the compensated absences, claims liability, net pension liability, and total OPEB liability of the governmental activities.

2020 Wastewater Revenue Bonds

In October 2020, the Santa Paula Utility Authority, the "Utility Authority" (a component unit of the City) issued the 2020A and 2020B Wastewater revenue bonds in the aggregate amount of $69,125,000. The Bonds were issued to refund the 2010A and 2010B Wastewater Revenue Bonds and a portion of the 2015A Wastewater Revenues bonds, provide financing for improvements to the Water Enterprise System, and pay costs of bond issuance. The Wastewater Bonds are payable from net revenues of the Wastewater Enterprise and other amounts pledged under the Indenture and investment earnings thereon. Interest is payable semi-annually on August 1st and February 1st of each year with principal maturing on February 1st of each year through 2055. The interest rate on the bonds ranges from 1.00% to 4.00%.

In the event of default, the Trustee has the right to declare the total unpaid principal of the Bonds, together with the accrued interest thereon to be immediately due and payable. However, in the event of a default and such acceleration, it is unlikely that the Utility Authority will have sufficient funds to pay the accelerated amounts due on the Bonds from Net Revenues.

Debt service requirements to maturity for the 2020 Wastewater Enterprise Revenue Bonds are as follows:

Fiscal Year Ending June 30,	Principal	Interest
2025	$ 400,000	$ 2,226,097
2026	405,000	2,220,905
2027	1,535,000	2,214,336
2028	375,000	2,187,135
2029	400,000	2,172,135
2030-2034	7,730,000	10,357,440
2035-2039	8,915,000	9,111,515
2040-2044	12,330,000	7,338,226
2045-2049	14,530,000	5,137,223
2050-2054	17,165,000	2,489,559
2055	3,790,000	131,968
	$ 67,575,000	$ 45,586,539

The net savings and economic gain (loss) from this refunding is unavailable due to the refunded bonds having variable interest rates.

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7) LONG-TERM DEBT (continued)

2019 Water Revenue Bonds

In December 2019, the Santa Paula Utility Authority, the "Utility Authority" (a component unit of the City) issued $37,165,000 aggregate principal amount of Water Enterprise Revenue Bonds, 2019 Series, with proceeds used to effect the advance refunding of $43,550,000 of outstanding Santa Paula Public Financing Authority Water Revenue Bonds, Series 2010, and finance certain improvements to the Authority's water system. The Water Bonds are payable from net revenues of the Water Enterprise held under the Water Bonds Indenture and investment earnings thereon. Interest is payable semi-annually on August 1st and February 1st of each year with principal maturing on February 1st of each year through 2040. The interest rate on the bonds ranges from 3.00% to 5.00%.

In the event of default, the Trustee has the right to declare the total unpaid principal of the Bonds, together with the accrued interest thereon to be immediately due and payable. However, in the event of a default and such acceleration, it is unlikely that the Utility Authority will have sufficient funds to pay the accelerated amounts due on the Bonds from Net Revenues.

Debt service requirements to maturity for the Water Enterprise Revenue Bonds are as follows:

Fiscal Year Ending June 30,	Principal	Interest
2025	$ 1,745,000	$ 1,373,400
2026	1,830,000	1,286,150
2027	1,925,000	1,194,650
2028	2,020,000	1,098,400
2029	2,120,000	997,400
2030-2034	10,975,000	3,312,300
2035-2039	7,805,000	1,311,000
2040	1,750,000	70,000
	$ 30,170,000	$ 10,643,300

2015 Wastewater Revenue Bonds

In April 2015, the Utility Authority issued $67,195,000 aggregate principal amount of Wastewater Enterprise Revenue Bonds, 2015A Series, Non-Taxable, and $2,035,000 aggregate principal amount of Wastewater Enterprise Revenue Bonds, 2015B Series, Taxable. Proceeds of the bonds were used to fund a termination payment payable to the operator of the wastewater treatment facility, fund a reserve account, pay issuance costs and, as to a portion of the 2015B Bonds, to pay other capital costs of the Wastewater Enterprise.

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7) LONG-TERM DEBT (continued)

2015 Wastewater Revenue Bonds, (continued)

The 2015 Wastewater Revenue Bonds are payable from Net Revenues of the Wastewater Enterprise on parity with the 2010 Wastewater Revenue Bonds. Interest is payable semi-annually on August 1st and February 1st of each year with principal maturing on February 1st of each year through 2050. The 2015A Bonds were partially refunded with the issuance of the 2020 Wastewater bonds. The interest rate on the bonds ranges from 3.50% to 5.00%.

In the event of default, the Trustee has the right to declare the total unpaid principal of the Bonds, together with the accrued interest thereon to be immediately due and payable. However, in the event of a default and such acceleration, it is unlikely that the Utility Authority will have sufficient funds to pay the accelerated amounts due on the Bonds from Net Revenues.

Debt service requirements to maturity for the remaining Wastewater Enterprise Revenue Bonds, 2015A are as follows:

Fiscal Year Ending June 30,	Principal	Interest
2025	$ 1,030,000	$ 278,625
2026	1,070,000	237,425
2027	-	183,925
2028	1,180,000	183,925
2029	1,220,000	142,625
2030-2034	1,265,000	322,525
2035	1,590,000	55,650
	$ 7,355,000	$ 1,404,700

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7) LONG-TERM DEBT (continued)

2015 Wastewater Revenue Bonds (continued)

Pursuant to each indenture, the Utility Authority covenants to fix, prescribe, revise, and collect rates, fees, and charges for the respective Enterprise as a whole for the services and improvements furnished by the Enterprise during each fiscal year which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield revenues of that Enterprise sufficient to pay the following amounts in the following priority: a) all anticipated service fees due under the DBOF for such fiscal year in the case of the Wastewater Enterprise only; b) all anticipated operation and maintenance costs of the enterprise for such fiscal year; c) all debt service payments as they become due and payable during such fiscal year, without preference or priority, except to the extent such debt service payments are payable from the proceeds of the bonds or from any other source of legally available funds of the Utility Authority which have been deposited for such purpose prior to the commencement of such fiscal year; d) the amount, if any, required to restore the amount in the reserve account to the full amount of the reserve requirement; and e) all other payments required to meet any other obligations of the Utility Authority which are charges, liens, encumbrances upon or payable from the revenues during such fiscal year. The Utility Authority also covenants under the Indenture to fix, prescribe, revise and collect, or cause to be fixed, prescribed, revised and collected, rates, fees and charges for the services and improvements furnished by the Enterprise during each fiscal year that are sufficient to yield net revenues that are at least equal to one hundred twenty percent (120%) of the total debt service payments coming due and payable in such fiscal year.

Notes Payable

On January 2, 1996, the City purchased surface water rights and groundwater rights from the Santa Paula Waterworks, Ltd. by issuing notes for $496,500 at an interest rate of 9.87% per annum. Interest only payments are due annually with principal to be paid in full on January 2, 2026. Debt Service requirements to maturity are as follows:

Fiscal Year Ending June 30,	Principal	Interest
2025	$ -	$ 73,000
2026	-	73,000
2027	496,500	73,000
	$ 496,500	$ 219,000

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7) LONG-TERM DEBT (continued)

Fiduciary Fund

Changes in Long-term Debt

The following is a schedule of changes in long-term debt of the Successor Agency for the fiscal year ended June 30, 2024.

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Bonds payable:					
Tax Allocation Refunding Bonds	$ 590,000	$ -	$ (285,000)	$ 305,000	$ 305,000
Unamortized discount	(5,697)	-	-	(5,697)	-
Total	$ 584,303	$ -	$ (285,000)	$ 299,303	$ 305,000

Tax Allocation Bonds

On March 21, 1994, the Redevelopment Agency of the City adopted a resolution authorizing the sale of $6,900,000 aggregate principal amount of Santa Paula Redevelopment Project 1994 Tax Allocation Refunding Bonds at interest rates ranging from 6.345% to 6.548% for the purpose of retiring $6,000,000 of Tax Allocation Notes issued on November 1, 1992. The bonds mature on December 1 of each year to 2026 with interest payable semi-annually. On June 7, 2000, the Agency defeased $2,285,000 of the $6,900,000 Tax Allocation Refunding Bonds by purchasing United States government securities in an irrevocable trust with an escrow agent utilizing existing funds. The bonds are considered to be partially defeased and the related liability has been removed from long-term debt.

Debt service requirements to maturity on the remaining bonds are as follows:

Fiscal Year Ending June 30,	Principal	Interest
2025	$ 305,000	$ 37,800
	$ 305,000	$ 37,800

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8) FUND BALANCE

The details of the fund balances as of June 30, 2024 are presented below:

	General Fund	Total Non-major Governmental Funds	Total
Nonspendable:			
Loans receivable	$ 4,430	$ -	$ 4,430
Prepaids	12,915	372	13,287
Permanent endowments	-	889,643	889,643
Total nonspendable	17,345	890,015	907,360
Restricted:			
Street work	-	6,635,136	6,635,136
Hazard abatement	-	694,841	694,841
Development fees	-	1,017,182	1,017,182
Public safety	-	818,707	818,707
Community development	-	10,990,507	10,990,507
Cable television	-	209,052	209,052
Inclusionary housing	-	1,957,291	1,957,291
Other	4	-	4
Total restricted	4	22,322,716	22,322,720
Assigned:			
Capital improvement program	5,367,745		5,367,745
General plan update	201,196	-	201,196
Total committed	5,568,941	-	5,568,941
Unassigned:	6,988,318	(236,892)	6,751,426
Total	$ 12,574,608	$ 22,975,839	$ 35,550,447

The unassigned category above encompasses fund designations that do not satisfy the criteria of the other categories presented. Included in the $11,289,277 unassigned fund balance of the General Fund is the City Council approved operating reserve of $3,854,835.

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9) RISK MANAGEMENT

1. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The City is a member of the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (Authority). The Authority is composed of 124 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The California JPIA began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

2. Self-Insurance Programs of the Authority

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self-insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

The total funding requirement for self-insurance programs is estimated using actuarial models and prefunded through the annual contribution. Costs are allocated to individual agencies based on exposure (payroll) and experience (claims) relative to other members of the risk-sharing pool. Additional information regarding the cost allocation methodology is provided below.

Liability

Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $100,000 to $500,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $500,000 to $50 million, are distributed based on the outcome of cost allocation within the first and second loss layers.

The overall coverage limit for each member, including all layers of coverage, is $50 million per occurrence. Subsidence losses also have a $50 million per occurrence limit. The coverage structure is composed of a combination of pooled self-insurance, reinsurance, and excess insurance. Additional information concerning the coverage structure is available on the Authority's website: https://cjpia.org/coverage/risk-sharing-pools/.

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9) RISK MANAGEMENT (continued)

Workers' Compensation

Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $75,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $75,000 to $200,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $200,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

2. Self-Insurance Programs of the Authority (continued)

Workers' Compensation, (continued)

For 2022-23 the Authority's pooled retention is $1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to $1 million. Coverage from $1 million to $5 million is purchased through reinsurance policies, and Employer's Liability losses from $5 million to $10 million are pooled among members.

3. Purchased Insurance

Pollution Legal Liability Insurance

The City of participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City. Coverage is on a claims-made basis. There is a $250,000 deductible. The Authority has an aggregate limit of $20 million.

Property Insurance

The City participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City property is currently insured according to a schedule of covered property submitted by the City to the Authority. City property currently has all-risk property insurance protection in the amount of $144,455,267. There is a $10,000 deductible per occurrence except for non-emergency vehicle insurance which has a $2,500 deductible.

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9) RISK MANAGEMENT (continued)

Earthquake and Flood Insurance

The City purchases earthquake and flood insurance on a portion of its property. The earthquake insurance is part of the property protection insurance program of the Authority. City property currently has earthquake protection in the amount of $71,280,510. There is a deductible of 5% per unit of value with a minimum deductible of $100,000.

Crime Insurance

The City purchases crime insurance coverage in the amount of $1,000,000 with a $2,500 deductible. The fidelity coverage is provided through the Authority.

3. Purchased Insurance (continued)

Special Event Tenant User Liability Insurance

The City further protects against liability damages by requiring tenant users of certain property to purchase low-cost tenant user liability insurance for certain activities on agency property. The insurance premium is paid by the tenant user and is paid to the City according to a schedule. The City then pays for the insurance. The insurance is facilitated by the Authority.

4. Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2023-24.

5. Claims and Judgments

The City accounts for uninsured, material claims and judgments and associated legal and administrative costs when it is probable that the liability claim has been incurred and the amount of the loss can be reasonably estimated. Included therein are claims incurred but not reported, which consists of (a) known loss events expected to be presented as claims later, (b) unknown loss events that are expected to become claims, and (c) expected future development on claims already reported. This is based upon historical actual results that have established a reliable pattern supplemented by specific information about current matters. Small dollar claims and judgments are recorded as expenditures when paid. The following claims schedule includes workers' compensation and general liability for the past two fiscal years.

Year	Beginning of Year Liability	Current Year Claims and Changes in Estimates	Claim Payments for Current and Prior Years	End of Year Liability
2021-2022	$ 1,215,216	$ 75,116	$ 364,412	$ 925,920
2022-2023	925,920	127,158	393,494	659,584
2023-2024	659,584	209,837	483,984	385,437

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10) CONTINGENT LIABILITIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

The City, as part of a consent judgment entered into on September 24, 2007, was required to construct a new water recycling facility ("WRF") no later than December 15, 2010. The WRF was constructed and placed into operation prior to the December 15, 2010 deadline. However, the WRF does not fully comply with the consent judgment, and therefore, may be subject to additional penalties. The amount of penalties, if any, has not been determined.

The City is a defendant in various other lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's counsel the resolution of these matters will not have a material adverse effect on the financial condition of the City.

11) PENSION PLAN

A. General Information about the Pension Plan

Plan Description

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan or PERF C) administered by the California Public Employees' Retirement System (CalPERS.) The Plan consists of a miscellaneous pool and a safety pool (also referred to as "risk pools"), which are comprised of individual employer miscellaneous and safety rate plans, respectively. Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under generally accepted accounting principles. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City participates in five rate plans (three miscellaneous and two safety). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS' website, at www.calpers.ca.gov.

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11) PENSION PLAN (continued)

A. General Information about the Pension Plan (continued)

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan operates under the provisions of the California Public Employees' Retirement Law (PERL), the California Public Employees' Pension Reform Act of 2013 (PEPRA), and the regulations, procedures and policies adopted by the CalPERS Board of Administration. The Plan's authority to establish and amend the benefit terms are set by the PERL and PEPRA, and may be amended by the California state legislature and in some cases require approval by the CalPERS Board.

The Plan's provisions and benefits in effect at June 30, 2024 are summarized as follows:

	Miscellaneous	Miscellaneous Tier II	Miscellaneous PEPRA
Hire date	Prior to January 1, 2013	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	2.5% @ 55	2% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50-60	50-60	52-62
Monthly benefits, as a % of eligible compensation	Highest single year	Highest single year	3 year average
Required employer contribution rates	14.060%	12.470%	7.680%

	Safety	Safety PEPRA
Hire date	Prior to January 1, 2013	On of after January 1, 2013
Benefit formula	3% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50-55	50-57
Monthly benefits, as a % of eligible compensation	3 year average	3 year average
Required employer contribution rates	25.650%	13.540%

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11) PENSION PLAN (continued)

A. General Information about the Pension Plan (continued)

Contributions

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions. Employer Contributions to the Plan for the fiscal year ended June 30, 2024 were $3,217,859. The actual employer payments of $3,211,569 made to CalPERS by the District during the measurement period ended June 30, 2023 differed from the District's proportionate share of the employer's contributions of 3,145,466 by $66,103, which is being amortized over the expected average remaining service lifetime in the Public Agency Cost-Sharing Multiple Employer Plan.

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11) PENSION PLAN (continued)

B. *Net Pension Liability*

The City's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2023, using an annual actuarial valuation as of June 30, 2022 rolled forward to June 30, 2023 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is as follows.

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The collective total pension liability for the June 30, 2023 measurement period was determined by an actuarial valuation as of June 30, 2022, with update procedures used to roll forward the total pension liability to June 30, 2023. The collective total pension liability was based on the following assumptions:

Valuation Date	June 30, 2022
Measurement Date	June 30, 2023
Actuarial Cost Method	Entry Age Acturial Cost Method
Asset Valuation Method	Fair Value of Assets
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table (1)	Derived using CalPERS' membership data for all funds
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter.

(1) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. Mortality rates incorporate full generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the 2021 experience study report from November 2021 that can be found on the CalPERS website.

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

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11) PENSION PLAN (continued)

B. Net Pension Liability (continued)

Long-term Expected Rate of Return (continued)

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 Basis points.

The expected real rates of return by asset class are as follows:

Asset Class	Assumed Asset Allocation	Real Return[1,2]
Global equity - cap-weighted	30.00%	4.54%
Global equity - non-cap-weighted	12.00%	3.84%
Private equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed securities	5.00%	0.50%
Investment grade corporates	10.00%	1.56%
High yield	5.00%	2.27%
Emerging market debt	5.00%	2.48%
Private debt	5.00%	3.57%
Real assets	15.00%	3.21%
Leverage	(5.00%)	(0.59%)

[1] An expected inflation of 2.30% used for this period.
[2] Figures are based on the 2021 Asset Liability Management study.

Change of Assumptions

There were no assumption changes in 2023. Effective with the June 30, 2021 valuation date (June 30, 2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. In addition, demographic assumptions and the price inflation assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurement dates June 30, 2017 through June 30, 2021, 7.65% for measurement dates June 30, 2015 through June 30, 2016, and 7.50% for measurement date June 30, 2014.

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11) PENSION PLAN (continued)

B. Net Pension Liability (continued)

Discount Rate

The discount rate used to measure the total pension liability for PERF C was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

Pension Plan Fiduciary Net Position

Information about the pension plan's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position are presented in CalPERS' audited financial statements, which are publicly available reports that can be obtained at CalPERS' website, at www.calpers.ca.gov. The plan's fiduciary net position and additions to/deductions from the plan's fiduciary net position have been determined on the same basis used by the pension plan, which is the economic resources measurement focus and the accrual basis of accounting. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Investments are reported at fair value.

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11) PENSION PLAN (continued)

C. Proportionate Share of Net Pension Liability

The following table shows the City's proportionate share of the Plan's net pension liability over the measurement period.

	Increase (Decrease)		
	Plan Total Pension Liability	**Plan Fiduciary Net Position**	**Plan Net Pension Liability**
Balance at: 6/30/2022 (VD)	$ 108,183,922	$ 75,939,461	$ 32,244,461
Balance at: 6/30/2023 (MD)	111,501,169	77,233,674	34,267,495
Net Changes during 2022-23	$ 3,317,247	$ 1,294,213	$ 2,023,034

VD (Valuation Date); MD (Measurement Date)

The City's proportion of the net pension liability was determined by CalPERS using the output from the Actuarial Valuation System and the fiduciary net position, as provided in the CalPERS Public Agency Cost-Sharing Allocation Methodology Report, which is a publicly available report that can be obtained at CalPERS' website, at www.calpers.ca.gov. The City's proportionate share of the net pension liability for the total Plan as of the June 30, 2022 and 2023 measurement dates was as follows:

Proportionate Share - June 30, 2023	0.27915%
Proportionate Share - June 30, 2024	0.27468%
Change - Increase (Decrease)	-0.00447%

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 6.9 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.9 percent) or 1 percentage-point higher (7.9 percent) than the current rate::

	Discount Rate - 1% (5.90%)	**Current Discount Rate (6.90%)**	**Discount Rate + 1% (7.90%)**
Plan's Net Pension Liability	$ 49,454,484	$ 34,267,495	$ 21,809,074

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11) PENSION PLAN (continued)

C. Proportionate Share of Net Pension Liability (continued)

Amortization of Deferred Outflows and Deferred Inflows of Resources

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on pension plan investments	5-year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lives (EARSL) of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period.

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the Public Agency Cost-Sharing Multiple-Employer Plan (PERF C).

The EARSL for PERF C for the measurement period ending June 30, 2023 is 3.8 years, which was obtained by dividing the total service years of 600,538 (the sum of remaining service lifetimes of the active employees) by 160,073 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

D. Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

As of the start of the measurement period (July 1, 2022), the City's net pension liability was $32,244,461. For the measurement period ending June 30, 2022 (the measurement date), the City incurred a pension expense/(income) of $4,256,896.

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11) PENSION PLAN (continued)

Amortization of Deferred Outflows and Deferred Inflows of Resources (continued)

D. Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions (continued)

As of June 30, 2024, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	$ 2,034,031	$ -
Differences between expected and actual experience	1,894,016	-
Net difference between projected and actual earnings on plan investments	5,114,394	-
Differences between the employer's contributions and the employer's proportionate share of contributions	-	813,381
Changes in employer's proportion	-	1,357,600
Pension contributions subsequent to measurement date	3,217,859	-
Total	$ 12,260,300	$ 2,170,981

The amounts above are net of outflows and inflows recognized in the 2023-24 measurement period expense. Contributions subsequent to the measurement date of $3,217,859 reported with deferred outflows of resources will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

Fiscal Year Ending Fiscal Year	Deferred Outflows/(Inflows) of Resources
2025	$ 1,659,333
2026	1,108,022
2027	3,959,205
2028	144,900
2029	-
Thereafter	-

E. Payable to the Pension Plan

At June 30, 2024, the City reported a payable of $0 for the outstanding amount of contributions to the pension plan required for the year then ended.

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12) OTHER POSTEMPLOYMENT BENEFITS

Plan Description - The City provides the same medical plans to retirees and surviving spouses as to its active employees, with the exception that once a retiree becomes eligible for Medicare, he or she must join a Medicare HMO or a Medicare Supplement plan, with Medicare becoming the primary payer. The plan is a single employer defined contribution post-employment healthcare benefits plan. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Benefits Provided - Employees are eligible for retiree health benefits if they retire from the City on or after age 50 and have 5 years of service (age 52 for Miscellaneous PEPRA employees), and continue health insurance through a City-sponsored health insurance plan, the City will contribute the minimum monthly amount (as required by CalPERS) of the health insurance premium ($149 and $157 for the calendar years 2022 and 2023 respectively). The City's health plan does not issue a publicly available financial report.

Employees Covered by Benefit Terms - As of the June 30, 2024 measurement date, the following current and former employees were covered by the benefit terms under the Plan:

Retirees or spouses of retirees currently receiving benefits	21
Retirees entitled to but not yet receiving benefits	90
Active employees	109
	220

Contributions - The Plan and its contribution requirements are established by Memoranda of Understanding with the applicable employee bargaining units and may be amended by agreements between the City and the bargaining units. The annual contributions to the Plan are based on the costs to provide the benefits as described above on a pay as you go basis. For the fiscal year ended June 30, 2024, the City's pay-as-you-go costs cash benefit payments were $39,236. Total employer contributions, including the implied subsidy, were $65,464.

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12) OTHER POSTEMPLOYMENT BENEFITS (continued)

Total OPEB Liability - The City's total OPEB liability was measured as of June 30, 2024 and the total OPEB liability used to calculate the OPEB liability was determined by an actuarial valuation dated June 30, 2022, based on the following actuarial methods and assumptions:

Valuation Date	June 30, 2022
Actuarial Cost Method	Entry Age Actuarial Cost
Mortality	CalPERS 2000-2019 Experience Study
Age at Retirement	50
Health Care Trend Rate	8.50% for 2025, decreasing to 3.45% in 2076
Inflation Rate	2.50% annually
Salary Changes	Aggregate - 2.75% annually
	Merit - CalPERS 2000-2019 Experience Study
Discount Rate	3.93% at June 30, 2024 (Bond Buyer 20-Bond Index)
	3.65% at June 30, 2023 (Bond Buyer 20-Bond Index)
PEMHCA Rate	3.50% annually

Discount Rate - The discount rate used to measure the total OPEB liability was 3.93% and is based on the Bond Buyer 20-Bond GO index.

Changes in Assumptions - The discount rate used to measure the total OPEB liability was changed to 3.93% from 3.65%. Inflation changed to 2.50$ from 2.75%. In addition, the medical claims curve was updated, the implied subsidy was removed for Medicare plans and the mortality scale was updated to Scale MP-2021.

Changes in the Total OPEB Liability

	Total OPEB Liability (TOL)
Balance at June 30, 2023	$ 1,917,989
Changes in the year:	
Service cost	148,056
Interest on the total OPEB liability	74,216
Assumption changes	(76,521)
Benefit payments, including implicit subsidy	(65,464)
Net changes	80,287
Balance at June 30, 2024	$ 1,998,276

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12) OTHER POSTEMPLOYMENT BENEFITS (continued)

Sensitivity of the Total OPEB Liability to changes in the Discount Rate - The following presents the total OPEB liability of the City if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

	Discount Rate		
	1% Decrease (2.93%)	Current Rate (3.93%)	1% Increase (4.93%)
Total OPEB liability	$ 2,293,339	$ 1,998,276	$ 1,757,599

Sensitivity of the Net OPEB Liability to changes in the Healthcare Cost Trend Rates - The following presents the net OPEB liability of the City, as well as what the City's Net OPEB would be if it were calculated using a healthcare cost trend rate that is 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rate:

	Healthcare Trend Rate		
	1% Decrease	Current Rates	1% Increase
Total OPEB liability	$ 1,680,224	$ 1,998,276	$ 2,409,097

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB - For the year ended June 30, 2024, the City recognized OPEB income of $16,560. The City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	$ 428,106	$ 1,144,223
Difference between expected and actual experience	-	1,318,775
Total	$ 428,106	$ 2,462,998

Amounts reported as deferred outflows of resources and deferred inflows of resources related to the Total OPEB liability will be recognized as OPEB expense as follows:

Year Ending June 30,	Deferred Inflows of Resources
2025	$ (239,330)
2026	(239,332)
2027	(223,471)
2028	(245,113)
2029	(335,907)
Thereafter	(751,739)

13) LOANS RECEIVABLE

The City has issued first-time homebuyer and residential rehabilitation loans to low-and moderate-income residents. These loans are to be repaid over a specified period of time or upon sale of the property. As of June 30, 2024, the amount of loans receivable at year-end is $333,930.

14) CONSTRUCTION COMMITMENTS

The estimated amount of remaining construction contract obligations at year-end is $37,846,196.

15) DEBT WITHOUT GOVERNMENT COMMITMENT

The City has various outstanding bond issues which are not reflected in these financial statements. These bond issues are special obligations payable solely from and secured by specific revenue sources described in the resolutions and official statements of the respective issues. Neither the faith and credit nor the taxing power of the City, the State of California or any political subdivision thereof, is pledged for the payment of these bonds. No legal obligation on the part of the City exists to make payments on the bonds from any source other than the revenues or assets pledged therefore. The programs are completely administered by trustees, and the total outstanding balance at June 30, 2024 is $19,315,000.

16) PRIOR PERIOD RESTATEMENT

As a result of the implementation of GASB 100, as described in Note 1, the City is required to restate its June 30, 2023, governmental funds' fund balance, as well as governmental activities' net position. The Federal Grants and Facility Capital Project Funds were previously reported as a major fund and qualified as nonmajor for the year ending June 30, 2024. This qualifies as a change to or within the financial reporting entity under the guidance of GASB 100. The reclassification of these funds did not result in any changes to the government-wide financial statements' net position. Changes in fund balance as of June 30, 2023, were as follows:

	Balance Sheet Governmental Funds		Balance Sheet Nonmajor Governmental Funds	
	Federal Grants	Facility Capital Projects	Federal Grants	Facility Capital Projects
Fund Balance, beginning of year, as previously reported	$ 5,073,511	$ 3,871,686	$ -	$ -
Change from major to nonmajor fund	(5,073,511)	(3,871,686)	5,073,511	3,871,686
Fund Balance, beginning of year, as restated	$ -	$ -	$ 5,073,511	$ 3,871,686

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REQUIRED SUPPLEMENTARY INFORMATION

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Required Supplementary Information
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual – General Fund
For the Year Ended June 30, 2024

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Taxes	$ 14,264,872	$ 14,264,872	$ 14,595,443	$ 330,571
Licenses and permits	254,606	254,606	599,985	345,379
Intergovernmental	767,479	767,479	1,263,246	495,767
Charges for services	4,212,265	4,212,265	1,100,553	(3,111,712)
Fines and forfeitures	95,000	95,000	81,909	(13,091)
Investment earnings	170,500	170,500	254,862	84,362
Other revenues	10,100	10,100	75,718	65,618
Total Revenues	19,774,822	19,774,822	17,971,716	(1,803,106)
EXPENDITURES				
Current:				
General government	2,486,063	2,486,063	2,510,195	(24,132)
Building and safety	835,822	835,822	553,748	282,074
Community services	2,717,345	2,717,345	2,869,130	(151,785)
Financial services	788,424	788,424	690,887	97,537
Planning	1,163,737	1,163,737	786,132	377,605
Police	9,891,082	9,891,082	8,667,036	1,224,046
Public works	1,732,944	112,810	1,805,912	(1,693,102)
Total Expenditures	19,615,417	17,995,283	17,883,040	112,243
Excess (Deficiency) of Revenues over Expenditures	159,405	1,779,539	88,676	(1,690,863)
OTHER FINANCING SOURCES (USES)				
Transfers in	30,000	30,000	-	(30,000)
Transfers out	(54,437)	(54,437)	(24,437)	30,000
Total Other Financing Sources (Uses)	(24,437)	(24,437)	(24,437)	-
Net Change in Fund Balance	134,968	1,755,102	64,239	(1,690,863)
Fund Balance, Beginning	12,510,369	12,510,369	12,510,369	-
Fund Balance, Ending	$ 12,645,337	$ 14,265,471	$ 12,574,608	$ (1,690,863)

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Required Supplementary Information
Schedule of Changes in the City's Total OPEB Liability and Related Ratios
Last 10 Fiscal Years*

	Measurement Period						
	2018	2019	2020	2021	2022	2023	2024
Total OPEB Liability							
Service cost	$ 172,347	$ 165,476	$ 186,457	$ 263,423	$ 275,559	$ 201,209	$ 148,056
Interest on total OPEB liability	109,883	121,523	125,245	104,357	73,033	103,748	74,216
Changes in assumptions	(142,751)	194,758	817,178	(430,654)	(661,776)	(383,966)	(76,521)
Actual vs. expected experience	-	-	-	(1,227,322)	-	(701,747)	-
Benefit payments, including implicit subsidy	(58,033)	(65,697)	(63,145)	(61,373)	(64,242)	(61,545)	(65,464)
Net change in total OPEB liability	81,446	416,060	1,065,735	(1,351,569)	(377,426)	(842,301)	80,287
Total OPEB liability - beginning	2,926,044	3,007,490	3,423,550	4,489,285	3,137,716	2,760,290	1,917,989
Total OPEB liability - ending	$ 3,007,490	$ 3,423,550	$ 4,489,285	$ 3,137,716	$ 2,760,290	$ 1,917,989	$ 1,998,276
Covered-employee payroll	$ 5,911,227	$ 7,083,647	$ 7,592,656	$ 7,257,288	$ 11,198,803	$ 9,999,050	$ 10,527,546
Total OPEB liability as a percentage of covered-employee payroll	50.88%	48.33%	59.13%	43.24%	24.65%	19.18%	18.98%

*Fiscal year 2018 was the first year of implementation, therefore, not all 10 years of information is available.

Notes to the Schedule:

No assets are accumulated in a trust that meets the criteria in GASB No. 75, paragraph 4, to pay related benefits.

Benefit Changes: None

Changes in Assumptions: For the June 30, 2024 measurement date: Discount rate was increased from 3.65% to 3.93%, inflation remained the same as 2.75%; updated CalPERS Experience study to 2000-2019; new medical and PEMHCA minimum trend and participation assumptions updated.

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Required Supplementary Information
Schedule of the City's Proportionate Share of the Net Pension Liability
Last 10 Fiscal Years*

Measurement Date	Employer's Proportion of the Collective Net Pension Liability[1]	Employer's Proportionate Share of the Collective Net Pension Liability	Covered Payroll	Employer's Proportionate Share of the Collective Net Pension Liability as a percentage of the Covered Payroll	Pension Plan's Fiduciary Net Position as a percentage of the Total Pension Liability
2014	0.2563%	$ 15,947,485	$ 5,991,638	266.16%	78.49%
2015	0.2732%	18,748,806	6,552,813	286.12%	74.94%
2016	0.2613%	22,609,596	6,795,547	332.71%	74.06%
2017	0.2529%	25,075,293	6,136,996	408.59%	70.42%
2018	0.2579%	24,852,880	5,911,227	420.44%	71.58%
2019	0.2590%	26,539,944	6,929,552	383.00%	71.36%
2020	0.2611%	28,410,126	7,436,975	382.01%	70.79%
2021	0.3567%	19,288,899	7,257,288	265.79%	80.87%
2022	0.2792%	32,244,461	7,919,478	407.15%	70.19%
2023	0.2747%	34,267,495	7,806,886	438.94%	69.27%

* Measurement date 6/30/2014 (fiscal year 2015) was the first year of implementation. Additional years will be presented as information becomes available.

1 Proportion of the net pension liability represents the plan's proportion of PERF C, which includes both the Miscellaneous and Safety Risk Pools excluding the 1959 Survivors Risk Pool.

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Required Supplementary Information
Schedule of Plan Contributions
Last 10 Fiscal Years*

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
6/30/2015	$ 2,159,536	$ (2,159,536)	$ -	$ 6,552,813	32.96%
6/30/2016	2,324,486	(2,324,486)	-	6,795,547	34.21%
6/30/2017	1,967,182	(1,967,182)	-	6,136,996	32.05%
6/30/2018	2,068,107	(2,068,107)	-	5,911,227	34.99%
6/30/2019	2,372,333	(2,372,333)	-	6,929,552	34.24%
6/30/2020	2,719,034	(2,719,034)	-	7,436,975	36.56%
6/30/2021	2,958,871	(2,958,871)	-	7,257,288	40.77%
6/30/2022	2,955,772	(2,955,772)	-	7,919,478	37.32%
6/30/2023	3,211,569	(3,211,569)	-	7,806,886	41.14%
6/30/2024	3,217,859	(3,217,859)	-	8,189,929	39.29%

* Measurement date 6/30/2014 (fiscal year 2015) was the first year of implementation. Additional years will be presented as information becomes available.

Notes to Schedule:

Changes in Benefit Terms: There were no changes to benefit terms that applied to all members of the Public Agency Pool. Additionally, the figures above do not include any liability impact that may have resulted from Golden Handshakes that occurred after the June 30, 2021 valuation date, unless the liability impact is deemed to be material to the Public Agency Pool.

Changes in Assumptions: Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions.There were no assumption changes for 2021. For 2020, the Plan adopted a new amortization policy effective with the 2019 actuarial valuation. The new amortization policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount. In addition, the new policy does not utilize a five-year ramp-up and ramp-down on UAL bases attributable to assumption changes and non-investment gains/losses. The new policy also does not utilize a five-year ramp-down on investment gains/losses. These changes apply only to new UAL bases established on or after June 30, 2019. There were no changes in assumptions in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate in 2019. In 2017, the accounting discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes in the discount rate. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

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1) BUDGETARY INFORMATION

Budgeted revenue and expenditure amounts shown represent the City's originally adopted legal budget adjusted for unanticipated revenues and appropriations during the course of the fiscal year. Budget amounts, as adjusted, reported for the governmental funds of the City are adopted on a basis consistent with generally accepted accounting principles (GAAP).

All appropriations lapse at the end of the fiscal year to the extent that they have not been expended. Lease contracts and projects entered into by the City are subject to annual review by the City Council; hence, they legally are one-year contracts with an option for renewal for another fiscal year.

The City Council has the responsibility for adoption of the City's Budget. Budgets are adopted for the General Fund, Special Revenue Funds, Debt Service Funds and Capital Projects Funds. From the effective date of the budget, the amounts stated as proposed expenditures become appropriations to the various City departments. The City Council may amend the budget by motion during each fiscal year. The City Manager is authorized to transfer funds from one major expenditure category to another within the same department and fund. Any revisions that alter the total expenditures of any fund must be approved by City Council. The level at which expenditures may not legally exceed appropriations is therefore established at the department level. Budgeted amounts may be transferred between programs with City Manager approval.

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Special Revenue Funds

Mobile Home Rent Review Fund - This fund is used to administer the Mobile Home Rent Review Program.

Local Transportation TDA Fund - This fund is to be used for local streets and roads.

CA Oil Museum Fund - Revenues from fundraising, membership and interest from endowment. Used to cover operating costs of museum.

Hillsborough Open Space Assessment Fund - This fund is used to account for the Maintenance Assessment District for Tract #4486-1 (except parcels D & E) and Tract #4486-2.

Local Transportation TDA Article 3 Fund - This fund is set aside for bicycle and pedestrian facilities.

NPDES Storm Water Quality Fund - This fund is only for use in relation to storm water quality.

Beverage Container Recycling Fund - This fund is used to account for the recycling program state grants.

Cable Television Fund - This fund is used to account for cable television fees.

Stormwater Program Fund - This fund is used to account for storm water program activities.

GHAD-GEO Hazardous Abatement District Fund - This fund is used to account for the Geological Hazard Abatement District #5606.

State Gas Tax Special Revenue Fund - This fund accounts for the State Gas Tax funds that are restricted for street related projects.

State Grants Fund - This fund is used to account for state grant activities.

Federal Grants Fund - This fund is used to account for federal grant activities.

Capital Project Funds

Inclusionary Housing Ordinance Improvement - This fund is used to account for developers fees collected to be used for future Inclusionary Housing Ordinance Implementation Programs.

Traffic Impact Fees Fund - This fund is used to account for developers fees collected to be used for traffic related projects. This fund is legally restricted to capital acquisition or related debt service.

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Capital Project Funds (continued)

Air Quality Impact Fee - This fund is used to account for developers fees collected to be used for air quality management.

Park Bond Grant Fund - This fund is used to account for grant funds received to be used for parks.

Federal STP Grant - This fund is used to account for grant funds restricted for street purposes.

Facilities Capital Projects Fund - This fund is used to account for developers fees collected to be used for facility expansion projects.

Permanent Funds

Community Center Endowment Fund - This fund is used to account for principal trust amounts received and related investment earnings. Investment earnings may be used to support the Center.

Museum Endowment Fund - This fund is used to account for principal trust amounts received and related investment earnings. Investment earnings may be used to support the Museum.

Harding Park Trust Fund - This fund is used to account for principal trust amounts received and related investment earnings. Investment earnings may be used to support the Harding Park Trust Fund subject to the approval of the Harding Park Advisory Committee.

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City of Santa Paula

Combined Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	Special Revenue	Capital Projects	Permanent Funds	Total
ASSETS				
Cash and investments	$14,561,532	$ 7,019,199	$ 1,138,933	$ 22,719,664
Receivables				
Accounts and interest	475,837	70,878	9,833	556,548
Loans receivable	329,500	-	-	329,500
Prepaids	372	-	-	372
Total Assets	$15,367,241	$ 7,090,077	$ 1,148,766	$ 23,606,084
LIABILITIES				
Accounts payable and accrued liabilities	$ 368,846	$ 7,181	$ 26,701	$ 402,728
Due to other funds	222,556	4,961	-	227,517
Total Liabilities	591,402	12,142	26,701	630,245
Nonspendable	372	-	889,643	890,015
Restricted	15,006,930	7,083,364	232,422	22,322,716
Unassigned	(231,463)	(5,429)	-	(236,892)
Total Fund Balances	14,775,839	7,077,935	1,122,065	22,975,839
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$15,367,241	$ 7,090,077	$ 1,148,766	$ 23,606,084

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City of Santa Paula

Combining Balance Sheet
Nonmajor Special Revenue Funds
June 30, 2024

	Mobile Home Rent Review	Local Transportation TDA	CA Oil Museum	Hillsborough Open Space Assessment
ASSETS				
Cash and investments	$ -	$ 1,769,973	$ 2,039,543	$ 33,930
Receivables				
Accounts and interest	93	12,837	11,048	149
Loans receivable	-	-	-	-
Prepaids	-	-	-	-
Total Assets	$ 93	$ 1,782,810	$ 2,050,591	$ 34,079
LIABILITIES				
Accounts payable and accrued liabilities	$ -	$ 4,472	$ 8	$ 575
Due to other funds	66,617	-	2	-
Total Liabilities	66,617	4,472	10	575
FUND BALANCE				
Nonspendable	-	-	-	-
Restricted	-	1,778,338	2,050,581	33,504
Unassigned	(66,524)	-	-	-
Total Fund Balances	(66,524)	1,778,338	2,050,581	33,504
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 93	$ 1,782,810	$ 2,050,591	$ 34,079

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(Continued)

Local Transportation TDA Article 3	NPDES Storm Water Quality	Beverage Container Recycling	Cable Television	Stormwater Program	GHAD-GEO Hazardous Abatement Dist.
$ 1,557,835	$ -	$ 145,209	$ 200,097	$ 345,044	$ 698,183
9,254	-	519	13,873	112,681	6,725
-	-	-	-	-	-
-	-	-	-	-	-
$ 1,567,089	$ -	$ 145,728	$ 213,970	$ 457,725	$ 704,908
$ 1,022	$ 9,002	$ -	$ 4,918	$ 2,829	$ 10,067
-	155,937	-	-	-	-
1,022	164,939	-	4,918	2,829	10,067
-	-	-	-	-	-
1,566,067	-	145,728	209,052	454,896	694,841
-	(164,939)	-	-	-	-
1,566,067	(164,939)	145,728	209,052	454,896	694,841
$ 1,567,089	$ -	$ 145,728	$ 213,970	$ 457,725	$ 704,908

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City of Santa Paula

Combining Balance Sheet
Nonmajor Special Revenue Funds
June 30, 2024

	State Gas Tax	State Grants	(Formely major) Federal Grants	Total
ASSETS				
Cash and investments	$ 2,704,344	$ 819,858	$ 4,247,516	$ 14,561,532
Receivables				
Accounts and interest	267,482	7,092	34,084	475,837
Loans receivable	-	216,564	112,936	329,500
Prepaids	-	-	372	372
Total Assets	$ 2,971,826	$ 1,043,514	$ 4,394,908	$ 15,367,241
LIABILITIES				
Accounts payable and accrued liabilities	$ 158,135	$ 73,319	$ 104,499	$ 368,846
Due to other funds	-	-	-	222,556
Total Liabilities	158,135	73,319	104,499	591,402
FUND BALANCE				
Nonspendable	-	-	372	372
Restricted	2,813,691	970,195	4,290,037	15,006,930
Unassigned	-	-	-	(231,463)
Total Fund Balances	2,813,691	970,195	4,290,409	14,775,839
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 2,971,826	$ 1,043,514	$ 4,394,908	$ 15,367,241

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City of Santa Paula

Combining Balance Sheet
Nonmajor Capital Projects Funds
June 30, 2024

	Inclusionary Housing Ordinance	Traffic Impact Fees	Air Quality Impact Fee	Park Bond Grant
ASSETS				
Cash and investments	$ 1,941,368	$ 1,009,639	$ 2,254	$ -
Receivables:				
Accounts	15,923	7,543	16	-
Total Assets	$ 1,957,291	$ 1,017,182	$ 2,270	$ -
LIABILITIES				
Accounts payable and accrued liabilities	$ -	$ -	$ -	$ 468
Due to other funds	-	-	-	2,295
Total Liabilities	-	-	-	2,763
FUND BALANCE				
Restricted	1,957,291	1,017,182	2,270	-
Unassigned	-	-	-	(2,763)
Total Fund Balances	1,957,291	1,017,182	2,270	(2,763)
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 1,957,291	$ 1,017,182	$ 2,270	$ -

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(continued)

Federal STP Grant	(Formely major) Facility Capital Projects	Total
$ -	$ 4,065,938	$ 7,019,199
-	47,396	70,878
$ -	$ 4,113,334	$ 7,090,077
$ -	$ 6,713	$ 7,181
2,666	-	4,961
2,666	6,713	12,142
-	4,106,621	7,083,364
(2,666)	-	(5,429)
(2,666)	4,106,621	7,077,935
$ -	$ 4,113,334	$ 7,090,077

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City of Santa Paula

Combining Balance Sheet
Nonmajor Permanent Funds
June 30, 2024

	Community Center Endowment	Museum Endowment	Harding Park Trust	Total
ASSETS				
Cash and investments	$ 651,956	$ 231,233	$ 255,744	$ 1,138,933
Receivables				
Accounts	4,760	1,694	3,379	9,833
Total Assets	$ 656,716	$ 232,927	$ 259,123	$ 1,148,766
LIABILITIES				
Accounts payable and accrued liabilities	$ -	$ -	$ 26,701	$ 26,701
Total Liabilities	-	-	26,701	26,701
FUND BALANCE				
Nonspendable	656,716	232,927	-	889,643
Restricted	-	-	232,422	232,422
Total Fund Balances	656,716	232,927	232,422	1,122,065
Total Liabilities and Fund Balances	$ 656,716	$ 232,927	$ 259,123	$ 1,148,766

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Combined Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended June 30, 2024

	Special Revenue	Capital Projects	Permanent Funds	Total
REVENUES				
Taxes	$ 30,910	$ 336,747	$ -	$ 367,657
Intergovernmental	3,516,993	-	-	3,516,993
Charges for services	2,526,040	-	186,536	2,712,576
Investment earnings	574,196	455,792	55,156	1,085,144
Other revenues	6,270	-	3,720	9,990
Total Revenues	6,654,409	792,539	245,412	7,692,360
EXPENDITURES				
General government	182,859	114,828	-	297,687
Community services	134,109	1,000,701	159,324	1,294,134
Financial services	31,833	-	-	31,833
Planning	259,364	-	-	259,364
Police	70,572	-	-	70,572
Public works	2,026,477	238,462	-	2,264,939
Total Expenditures	2,705,214	1,353,991	159,324	4,218,529
Excess (Deficiency) of Revenues Over Expenditures	3,949,195	(561,452)	86,088	3,473,831
OTHER FINANCING SOURCES (USES)				
Transfers in	440,806	-	-	440,806
Transfer out	(416,369)	-	-	(416,369)
Total Other Financing Sources (Uses)	24,437	-	-	24,437
Net Change in Fund Balances	3,973,632	(561,452)	86,088	3,498,268
Fund Balances (Deficit), Beginning, as previously reported	5,728,696	3,767,701	1,035,977	10,532,374
Change within financial reporting entity (major to non-major)	5,073,511	3,871,686	-	8,945,197
Fund Balances (Deficit), Beginning, as restated	10,802,207	7,639,387	1,035,977	19,477,571
Fund Balances, Ending	$ 14,775,839	$ 7,077,935	$ 1,122,065	$ 22,975,839

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Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2024

	Mobile Home Rent Review	Local Transportation TDA	CA Oil Museum	Hillsborough Open Space Assessment
REVENUES				
Taxes	$ -	$ -	$ -	$ 10,534
Intergovernmental	-	1,063,430	-	-
Charges for services	17,233	-	2,000,000	-
Investment earnings	207	78,476	63,312	1,503
Other revenues	-	-	-	-
Total Revenues	17,440	1,141,906	2,063,312	12,037
EXPENDITURES				
General government	-	-	-	-
Community services	-	-	-	-
Financial services	-	-	-	-
Planning	-	-	-	-
Police	-	-	-	-
Public works	-	81,976	-	6,286
Total Expenditures	-	81,976	-	6,286
Excess (Deficiency) of Revenues Over Expenditures	17,440	1,059,930	2,063,312	5,751
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfer out	-	(416,369)	-	-
Total Other Financing Sources (Uses)	-	(416,369)	-	-
Net Change in Fund Balances	17,440	643,561	2,063,312	5,751
Fund Balances (Deficit), Beginning, as previously reported	(83,964)	1,134,777	(12,731)	27,753
Change within financial reporting entity (major to non-major)	-	-	-	-
Fund Balances (Deficit), Beginning, as restated	(83,964)	1,134,777	(12,731)	27,753
Fund Balances (Deficit), Ending	$ (66,524)	$ 1,778,338	$ 2,050,581	$ 33,504

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(Continued)

Local Transportation TDA Article 3	NPDES Storm Water Quality	Beverage Container Recycling	Cable Television	Stormwater Program	GHAD-GEO Hazardous Abatement Dist.
$ -	$ 20,376	$ -	$ -	$ -	$ -
61,811	-	97,680	-	-	-
-	-	-	38,063	304,135	93,894
19,409	(1,161)	3,977	8,082	4,374	32,305
-	-	-	-	-	-
81,220	19,215	101,657	46,145	308,509	126,199
-	-	-	33,006	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,267	117,244	9,204	-	67,441	37,831
1,267	117,244	9,204	33,006	67,441	37,831
79,953	(98,029)	92,453	13,139	241,068	88,368
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
79,953	(98,029)	92,453	13,139	241,068	88,368
1,486,114	(66,910)	53,275	195,913	213,828	606,473
-	-	-	-	-	-
1,486,114	(66,910)	53,275	195,913	213,828	606,473
$ 1,566,067	$ (164,939)	$ 145,728	$ 209,052	$ 454,896	$ 694,841

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Subject To Change

Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2024

	State Gas Tax	State Grant	Federal Grant	Total
REVENUES				
Taxes	$ -	$ -	$ -	$ 30,910
Intergovernmental	1,685,469	469,431	139,172	3,516,993
Charges for services	72,715	-	-	2,526,040
Investment earnings	96,351	35,799	231,562	574,196
Other revenues	-	-	6,270	6,270
Total Revenues	1,854,535	505,230	377,004	6,654,409
EXPENDITURES				
General government	-	-	149,853	182,859
Community services	-	-	134,109	134,109
Financial services	26,343	-	5,490	31,833
Planning	-	240,500	18,864	259,364
Police	-	4,979	65,593	70,572
Public works	887,681	31,350	786,197	2,026,477
Total Expenditures	914,024	276,829	1,160,106	2,705,214
Excess (Deficiency) of Revenues Over Expenditures	940,511	228,401	(783,102)	3,949,195
OTHER FINANCING SOURCES (USES)				
Transfers in	440,806	-	-	440,806
Transfer out	-	-	-	(416,369)
Total Other Financing Sources (Uses)	440,806	-	-	24,437
Net Change in Fund Balances	1,381,317	228,401	(783,102)	3,973,632
Fund Balances (Deficit), Beginning, as previously reported	1,432,374	741,794	-	5,728,696
Change within financial reporting entity (major to non-major)	-	-	5,073,511	5,073,511
Fund Balances (Deficit), Beginning, as restated	1,432,374	741,794	5,073,511	10,802,207
Fund Balances (Deficit), Ending	$ 2,813,691	$ 970,195	$ 4,290,409	$ 14,775,839

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Subject To Change

City of Santa Paula

Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Capital Project Funds
For the Year Ended June 30, 2024

	Inclusionary Housing Ordinance	Traffic Impact Fees	Air Quality Impact Fee	Park Bond Grant
REVENUES				
Taxes	$ -	$ 18,902	$ -	$ -
Investment earnings	113,156	50,554	110	8
Total Revenues	113,156	69,456	110	8
EXPENDITURES				
General government	-	45,940	-	-
Community services	933,167	-	-	-
Public works	-	-	-	-
Total Expenditures	933,167	45,940	-	-
Excess (Deficiency) of Revenues Over Expenditures	(820,011)	23,516	110	8
Net Change in Fund Balances	(820,011)	23,516	110	8
Fund Balances (Deficit), Beginning, as previously reported	2,777,302	993,666	2,160	(2,771)
Change within financial reporting entity (major to non-major)	-	-	-	-
Fund Balances (Deficit), Beginning, as restated	2,777,302	993,666	2,160	(2,771)
Fund Balances (Deficit), Ending	$ 1,957,291	$ 1,017,182	$ 2,270	$ (2,763)

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Subject To Change

(continued)

Federal STP Grant	(Formely major) Facility Capital Projects	Total
$ -	$ 317,845	$ 336,747
(10)	291,974	455,792
(10)	609,819	792,539
-	68,888	114,828
-	67,534	1,000,701
-	238,462	238,462
-	374,884	1,353,991
(10)	234,935	(561,452)
(10)	234,935	(561,452)
(2,656)	-	3,767,701
-	3,871,686	3,871,686
(2,656)	3,871,686	7,639,387
$ (2,666)	$ 4,106,621	$ 7,077,935

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Subject To Change

Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Permanent Funds
For the Year Ended June 30, 2024

	Community Center Endowment	Museum Endowment	Harding Park Trust	Total
REVENUES				
Charges for services	$ -	$ -	$ 186,536	$ 186,536
Investment earnings	31,804	11,289	12,063	55,156
Other revenues	3,720	-	-	3,720
Total Revenues	35,524	11,289	198,599	245,412
EXPENDITURES				
Community services	-	-	159,324	159,324
Total Expenditures	-	-	159,324	159,324
Excess (Deficiency) of Revenues Over Expenditures	35,524	11,289	39,275	86,088
Net Change in Fund Balances	35,524	11,289	39,275	86,088
Fund Balances, Beginning	621,192	221,638	193,147	1,035,977
Fund Balances, Ending	$ 656,716	$ 232,927	$ 232,422	$ 1,122,065

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: ADVANCED WATER TREATMENT FACILITY PROJECT - RECOMMENDED SHORT-LIST OF PREQUALIFIED CONTRACTORS

Date: September 3, 2025

Agenda Item: 10.B

RECOMMENDATION:

1. Receive and file the recommended short-list of prequalified contractors for the Advanced Water Treatment Facility Phase I Project.

BACKGROUND:

The Advanced Water Treatment Facility Phase I Project (AWTF Project) is designed to improve the quality of the treated effluent from the City's Water Recycling Facility (WRF) and meet permitted chloride limits. MKN & Associates (MKN) is providing design and construction management services for the Project.

The City conducted a prequalification of general contractors for the AWTF Project in 2021. Since then, the AWTF Project was placed on hold for a period, then revised to a phased project and is now nearing 90% design completion. Due to the length of time that has passed since the prequalification was conducted, the City authorized MKN to reissue a request for prequalification applications. The request was advertised on May 29, 2025 and submittals were required by July 7, 2025.

ANALYSIS:

MKN prepared a prequalification application package for the AWTF Project that follows the California Department of Industrial Relations recommendations, methodology, and criteria for prequalification of contractors. The result of the prequalification process is to develop a short-list of contractors that are eligible to bid on the AWTF Project, if and when approved for bidding by City Council.

The notice of invitation for qualified contractors to submit an application for prequalification was advertised on May 29, 2025. MKN developed scoring material that was published with the prequalification application for fair and transparent evaluation of all contractor submittals. A minimum score was required to "pass" the prequalification process and be eligible to bid on the AWTF Project. The scoring and evaluation were based on the following:

- Minimum construction requirements (valid and current licenses, DIR registration,

insurance, etc.)
- History of OSHA and prevailing wage compliance
- History of criminal matters and litigation
- Financial capacity
- Relevant project construction experience

No cost proposals were solicited or provided as part of the prequalification evaluation. The evaluation was solely for the purpose of determining which interested contractors are qualified to successfully perform the AWTF Project scope of work in a timely manner. At Council's discretion, Staff anticipates the AWTF Project construction contract will be awarded to the most responsible, prequalified contractor submitting the lowest responsive bid. The prequalification process does not obligate the City to release the AWTF Project for bidding or to award a contract for construction of the AWTF Project to a particular contractor, or at all.

On July 7, 2025, the City received prequalification packages from eleven (11) general contractors. MKN and City staff reviewed the information submitted based on the criteria listed above and recommend the following contractors for the project short-list:

1. Cushman Contracting Corporation
2. J.R. Filanc Construction Company, Inc.
3. GSE Construction Company, Inc.
4. Innovative Construction Solutions
5. J.F. Shea Construction
6. Kiewit
7. PERC Water Corporation
8. WM Lyles Company
9. Walsh Construction Company II, LLC

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

This project will facilitate the continued operation of wastewater collections and treatment for City residents and businesses.

FISCAL IMPACTS:

There are no fiscal impacts at this time. The prequalification process will provide additional assurances that potential for cost or schedule overruns will be minimized by the selection of an experienced, qualified contractor

OPTIONS:

The Council has the following available alternative option to staff's recommendation:

1. Reject staff's recommendation.
2. Provide staff with further direction.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: J. Frank Ramirez Almazan, Water Operations Superintendent

Subject: WATER ENTERPRISE PURCHASE OF FORD F150 LIGHTNING EV TO COMPLY WITH CARB ADVANCED CLEAN FLEETS REGULATIONS

Date: September 3, 2025

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Consent to entering into a contract for a 2025 Ford F150 Lightning EV offered through a cooperative purchasing program.
2. Authorize the purchase of a 2025 Ford F150 Lightning EV in an amount not to exceed $87,000.

BACKGROUND:

In response to California's increasing focus on reducing greenhouse gas emissions and improving air quality, the California Air Resources Board (CARB) has implemented new regulations that impact municipal fleet operations. One of the key components of these regulations is the mandatory transition of certain vehicle categories, including light-duty trucks and medium-duty trucks, to zero-emission alternatives by specific deadlines.

The new regulations specifically affect municipal vehicles over 8,500 pounds, which include many service, maintenance, and utility trucks in our fleet. As part of the state's broader goals to achieve carbon neutrality by 2045, CARB is mandating that by 2025, municipalities must either transition to zero-emission vehicles (ZEVs) or face increased penalties and restrictions.

The City of Santa Paula must meet these standards to maintain eligibility for state funding and avoid penalties related to non-compliance.

At the December 11, 2024 regular meeting, staff recommended Council choose the "ZEV Milestones Option" to comply with the new CARB regulations. This option requires the City to replace three (3) of these vehicles (i.e. 10%) with ZEV vehicles by January 1, 2027. Only vehicles that have a gross vehicle weight rating (GVWR) greater than 8,500 lbs., which are operated in California are included in the ZEV Milestones Option.

The other compliance option, which staff did not recommend was the ZEV Purchase Schedule option. Cities that choose this option must purchase 50 percent ZEVs starting January 1, 2024, and the rest can be ICE (Internal Combustion Engine). However, starting January 1,

2027, all purchases must be ZEVs.
There are three ZEV Fleet Milestone Groups defined within the ZEV Milestones option. Santa Paula's truck fleet falls within the "Milestone Group 2" category. This category consists of work trucks, day cab tractors, pickup trucks, and buses with three axles. The truck types included in this category are as follows:

- Scissor lift trucks
- Curtain side trucks
- Mobile laboratories
- Mobile library trucks
- Utility or service body trucks
- Construction trucks
- Tank or dump trucks
- Shredder trucks

The Water Division is in the process of purchasing a Class VI Gas Powered Dump Truck which is a "Category Group 2" vehicle. Assuming the City Council chooses to continue the ZEV Milestones Option for compliance, the City must offset the purchase of the Class 6 Dump Truck (i.e. 10%) with ZEV vehicles to meet the January 1, 2027 target.

ANALYSIS:

The 2025 Ford F150 Lightning EV would be purchased through Sourcewell at a cost of $86,177.74. (See Attachment B.) Sourcewell is a cooperative purchasing program the City may use in lieu of formal bidding to award a contract over $50,000. See SMPC § 41.11.

Under SMPC § 41.11, formal bidding need not be used 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.

Staff recommends Council consent to purchasing a 2025 Ford F-150 Lightning EV truck through Sourcewell. In order to comply with CARB regulations, staff has evaluated several options for replacing the City's aging fleet of vehicles, including gas-powered trucks and vans with electric vehicles (EVs) that meet the weight and functionality requirements of our municipal operations. After thorough research and consultation with our fleet management provider, the 2025 Ford F-150 Lightning EV truck is staff's top choice. The truck has a GVWR exceeding 8,500 lbs. with an optional extended battery and meets CARB zero-emission standards.

Moreover, this electric Ford truck model is designed for municipal fleet operations and are equipped with the necessary towing capacity, durability, and range required for city services such as utility work, maintenance, and transportation of equipment. These trucks will contribute to:

1. **Compliance with CARB Regulations**: Ensuring the City meets state emission reduction goals and avoids penalties.
2. **Reduced Operating Costs**: Lower fuel and maintenance costs due to the nature of

electric vehicles.

3. **Environmental Benefits**: Reductions in local air pollution, contributing to improved public health and alignment with the City's sustainability goals.

The cost of the 2025 Ford F-150 Lightning truck is approximately $87,000. The vehicle was quoted on 8/13/2025 was $78,881.23 not including tax. (See Attachment B)

STRATEGIC PLAN:

Approval of this item moves the City closer to completing City Council's two-year Strategic Plan, Section A. Infrastructure, Transportation, & Mobility, Objective #2 Green Initiatives - Explore funding opportunities and partnerships to implement Energy Efficiency projects, solar, and electric vehicle (EV) technologies.

FISCAL IMPACTS:

Funding for this purchase is included in the adopted Fiscal Year 2025-2026 budget in Account #620-5-5072-610

OPTIONS:

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

1. Do not approve the purchase. If the Council decides not to approve the purchase, the City will be no closer to complying with new CARB regulations and could face financial penalties, eligibility restrictions for state funding, and increased operating costs for maintaining outdated, non-compliant vehicles. While the purchase of a Conventional Gas-Powered Vehicle may seem less expensive upfront, it would not meet the CARB ZEV requirements and would not contribute to the City's long-term sustainability goals.

ATTACHMENTS:

Exhibit A - Advanced_Clean_Fleets_Regulation_-_ZEV_Milestones_Option.pdf
Exhibit B - ZEV regulation factsheet.pdf
Exhibit C- National Auto Fleet 2025 Ford Lightning Quote.pdf

EXHIBIT A

Advanced Clean Fleets Regulation – ZEV Milestones Option

CALIFORNIA
AIR RESOURCES BOARD

Advanced Clean Fleets Regulation - ZEV Milestones Option

DATE December 13, 2023

CONTACT

Advanced Clean Fleets

Email zevfleet@arb.ca.gov

Phone (866) 634-3735

CATEGORIES

Programs Advanced Clean Fleets, Drayage Trucks at Seaports & Railyards

Until January 1, 2030, High Priority and Federal Fleets and State and Local Government Agency Fleets may opt-in to the ZEV Milestones Option and meet zero-emissions vehicle (ZEV) targets as a percentage of their California fleets, as an alternative compliance option to the Model Year Schedule. This option allows for phasing ZEVs into the fleet between 2025 and 2042, depending on the type of vehicle and its usage. If choosing this option, starting January 1, 2025, fleet owners must continuously meet or exceed the ZEV Fleet Milestone percentage requirements, shown in Table A, for their California fleets. The California fleet includes vehicles operated in California by a fleet owner or controlling party during a calendar year and includes vehicles under common ownership or control. The

ZEV Fleet Milestone percentages must be maintained each year until the next compliance milestone; for example, from January 1, 2025, until December 31, 2027, at least 10 percent of Milestone Group 1 vehicles in the California fleet must be ZEVs.

Please note that if a vehicle is operated in California at any time during a calendar year, it must be included in the California fleet when determining compliance for that calendar year. Vehicles that are sold or scrapped will reduce the California fleet size for purposes of the Milestones calculation at the time of selling or scrapping. However, transferring a vehicle out of state without selling or scrapping it would still count as part of the California fleet size for the entire calendar year the vehicle had operated in California.

Table A: ZEV Fleet Milestones by Milestone Group and Year

Percentage of vehicles that must be ZEVs	**10%**	**25%**	**50%**	**75%**	**100%**
Milestone Group 1: Box trucks, vans, buses with two axles, yard tractors, light-duty package delivery vehicles	2025	2028	2031	2033	2035 and beyond
Milestone Group 2: Work trucks, day cab tractors, pickup trucks, buses with three axles	2027	2030	2033	2036	2039 and beyond
Milestone Group 3: Sleeper cab tractors and specialty vehicles	2030	2033	2036	2039	2042 and beyond

How do we calculate the number of ZEVs we must have?

The annual ZEV Fleet Milestone is calculated by counting the vehicles in the California fleet for each of the three Milestone Groups listed in Table A, then multiplying the number of vehicles in each Milestone Group by the ZEV percentage requirement for that year. Here is an example calculation for a fleet for the calendar year 2030. For this example, the California fleet consists of 100 Group 1 vehicles, 50 Group 2 vehicles, and 30 Group 3 vehicles:

Milestone Group 1: 100 vehicles x 25% = 25 ZEVs

Milestone Group 2: 50 vehicles x 25% = 12.5 ZEVs

Milestone Group 3: 30 vehicles x 10% = 3 ZEVs

Total ZEV Fleet Milestone = 40.5 ZEVs, which rounds up to 41 ZEVs needed that year.

The following additional example shows how a fleet might change over time.

Vehicle Type	**# of Vehicles**	**ZEVs in 2025**	**ZEVs in 2027**	**ZEVs in 2029**	**ZEVs in 2033**	**ZEVs in 2045**
Box trucks, vans, two-axle buses, yard trucks, light-duty package delivery vehicles	**60**	6	6	15	45	60
Work trucks, day cab tractors, three-axle buses, pickup trucks	**20**	0	2	2	10	20
Sleeper cab tractors and specialty vehicles	**20**	0	0	0	5	20

ZEV Milestones	**100**	**6**	**8**	**17**	**60**	**100**

Will any ZEV count toward compliance?

A ZEV from any Milestone Group can count toward the fleet's ZEV Fleet Milestone requirement. In the first example, the fleet might choose to have 30 ZEV vans, 10 ZEV work trucks, and 1 ZEV sleeper cab tractor in 2030. In the second example, the total in the bottom row is what CARB considers for compliance purposes. Any ZEV may count toward this total (e.g. pickups, yard trucks, box trucks, tractors, or any combination of any vehicles from these groups) as long as they are vehicles within the scope of the regulation (typically gross vehicle weight rating 8,500+ lbs.; light-duty cars would not count).

Can fleets using this option still add internal combustion engine vehicles to the California Fleet?

Any new internal combustion engine (ICE) vehicle, 2024 or newer, added to the California fleet must have an engine certified to applicable California emissions standards and emissions related requirements, and any used ICE vehicle added to the California fleet must have a 2010 or newer model year engine. Please see Internal Combustion Engine Purchase Requirements.

This document is provided to assist regulated entities in complying with the Advanced Clean Fleets regulation. In the event any discrepancy exists between this document and the Advanced Clean Fleets regulation, the regulatory text of the Advanced Clean Fleets regulation applies.

Source URL: *https://ww2.arb.ca.gov/resources/fact-sheets/advanced-clean-fleets-regulation-zev-milestones-option*

EXHIBIT B

ZEV Regulation Factsheet

CALIFORNIA AIR RESOURCES BOARD

FACT SHEET

The Zero Emission Vehicle (ZEV) Regulation

Introduction

The Zero-Emission Vehicle (ZEV) regulation is designed to achieve the state's long-term emission reduction goals by requiring manufacturers to offer for sale specific numbers of the very cleanest cars available. These vehicle technologies include full battery-electric, hydrogen fuel cell, and plug-in hybrid-electric vehicles. The ZEV regulation is part of a broader package of regulations called Advanced Clean Cars, a set of tailpipe regulations put in place to limit smog-forming and greenhouse gas (GHG) emissions.

Background

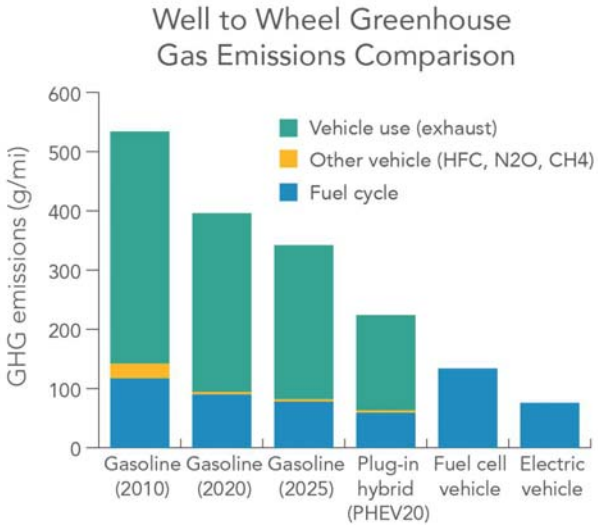
The California Air Resources Board (CARB) first adopted the ZEV requirement in 1990 as part of the Low-Emission Vehicle regulation. Over the last 30 years, the ZEV regulation has been modified to reflect the state of technology. Modifications adopted in 2012 along with the other two Advanced Clean Car Regulations, have set California on a path toward ZEV commercialization with the resurgence of battery technology enabling manufacturers to offer moderately priced zero emission vehicles to consumers. Since 2010, more than 400,000 zero-emission vehicles and plug-in hybrids have been registered in California.

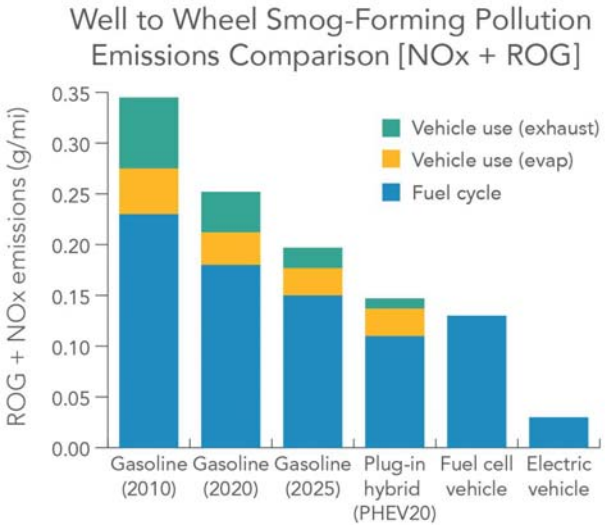
ZEVs are Critical in California

Vehicles and transportation fuels are the dominant sources of carbon emissions in California. While California has made substantial improvements in air quality, the greater Los Angeles region and the San Joaquin Valley are classified by the United States Environmental Protection Agency as "extreme" ozone non-attainment areas, meaning the regions do not meet health-based air quality standards. The ZEV regulation is an integral part of California's long-term requirements to improve air quality and reduce the state's impact on climate change.

ZEVs Dramatically Lower Smog and Greenhouse Gas Emissions

Battery electric vehicles (like the Nissan Leaf), hydrogen fuel cell vehicles (like the Toyota Mirai), and plug-in hybrid electric vehicles (like the Chevrolet Volt) have ultra-low smog forming and GHG pollutants, even over the life of a vehicle, which includes the vehicle's fuel production emissions. Even compared to 2025 vehicles meeting the strictest smog and GHG fleet standards, ZEVs and plug-in hybrid electric vehicles are significantly lower emitting (see charts below), and will be essential in order for the light-duty vehicle fleet to achieve long term emission reduction goals.





How the ZEV Regulation Works

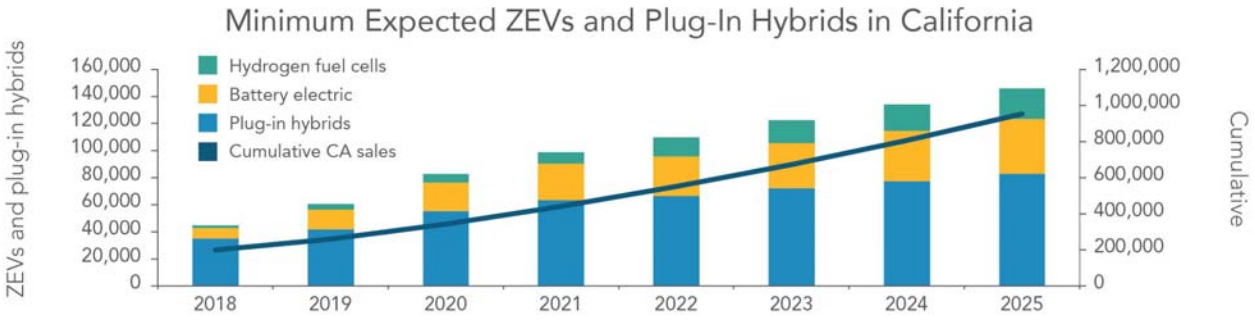
Manufacturers are required to produce a number of ZEVs and plug-in hybrids each year, based on the total number of cars sold in California by the manufacturer. Manufacturers with higher overall sales of all vehicles are required to make more ZEVs. Requirements are in terms of percent credits, ranging from 4.5% in 2018 to 22% by 2025. Manufacturers are to produce vehicles, and each vehicle receives credits based on its electric driving range. The more range a vehicle has, the more credit it receives. Credits not needed for compliance in any given year can be banked for future use, traded or sold to other manufacturers. CARB releases annual credit bank balances each year, as well as the total number of vehicles produced for that model year, as well as the total number of ZEVs and plug-in hybrids. These annual credit postings can be found on our website: arb.ca.gov/msprog/zevprog/zevprog.htm.

Manufacturers Subject to the ZEV Requirements

BMW, Fiat Chrysler, Ford, General Motors, Honda, Hyundai, Kia, Mercedes, Nissan, Toyota, and Volkswagen must comply with the new requirements. Five smaller manufacturers (Jaguar Land Rover, Mitsubishi, Mazda, Subaru, and Volvo) are also required to comply with the ZEV requirements, but may meet their obligation with plug-in hybrids.

Minimum number of ZEVs

Because the ZEV regulation is a credit requirement, it is difficult to precisely predict the number of vehicles that will result from the regulation. Updated estimates using publicly available information show about 8 percent of California new vehicle sales in 2025 will be ZEVs and plug-in hybrids.



Other States Have Adopted the ZEV Regulation

Other states have the ability to adopt California's standards through Section 177 of the Clean Air Act, hence why they are often called the Section 177 States. Currently there are nine states that have adopted California's ZEV regulations (as well as low-emission vehicle regulations): Connecticut, Maine, Maryland, Massachusetts, New York, New Jersey, Oregon, Rhode Island, and Vermont.[1] Together with California, these states represent nearly 30 percent of new car sales in the United States.

For More Information

For more information regarding the ZEV regulation, please visit the ZEV regulation web site at arb.ca.gov/msprog/zevprog/zevprog.htm. For more information about the mechanics of the regulation, you can watch the ZEV tutorial recording at arb.ca.gov/msprog/zevprog/zevtutorial/zevtutorial.htm. To learn more about clean, advanced technology cars and to compare scores between different makes and models, visit CARB's Drive Clean web site at DriveClean.ca.gov. To obtain this document in an alternative format or language, please contact the CARB's Helpline at (800) 242-4450 or at helpline@arb.ca.gov. TTY/TDD/ Speech to Speech users may dial 711 for the California Relay Service.

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[1] Additional states have adopted just California's Low Emission Vehicle (LEV) standards: Pennsylvania, Washington, and Delaware.

EXHIBIT C

National Auto Fleet 2025 Ford Lightning Quote

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

8/13/2025

Quote ID: **40252**

Order Cut Off Date: **TBA**

J. Francisco Ramirez-Almazan
City of Santa Paula
Public Works - Water Division

970 E Ventura St.

Santa Paula , California, 93060

Dear J. Francisco Ramirez-Almazan,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2025 Ford F-150 Lightning (W3L) Flash 4WD SuperCrew 5.5' Box 145" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$80,605.00	$78,872.48	2.149 %	$1,732.52
Tax (0.0000 %)		$0.00		
Tire fee		$8.75		
Total		$78,881.23		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99M	Engine: Dual eMotor - Dual Onboard Charging, -inc: level 2 peak charging rate of 19.2kW and 131 kWh usable capacity extended range battery
TRANSMISSION	
Code	**Description**
44L	Transmission: Single-Speed, (STD)
TIRES	
Code	**Description**
___	Tires: 20" All Season, (STD)
PRIMARY PAINT	
Code	**Description**
YZ	Oxford White
SEAT TYPE	
Code	**Description**
3S	Medium Dark Slate, ActiveX Trimmed Heated Front Seats, -inc: gauge bolster, 10-way power driver, multi-adjustable power front passenger and power lumbar driver/passenger
ADDITIONAL EQUIPMENT	
Code	**Description**
53D	Max Trailer Tow Package, -inc: increased tow capability, Max towing capability TBD, E-Locker, Hill Decent Control, Trailer Brake Controller
66A	Mobile Power Cord (120/240V), -inc: fast charging adapter (NACS)
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others
96W	Tough Bed Spray-In Bedliner
942	Daytime Running Lamps, -inc: Non-controllable
94W	Amber/White Strobe Color LED Warning Beacons, -inc: By Sound Off Signal, center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility
47R	Tray Style Floor Liner
96J	Retractable Tonneau Pickup Box Cover
85H	Back-Up Alarm System
479	Pro Power Onboard - 9.6 kW Exportable Power, -inc: 10 120v outlets, 8 USB outlets, 1 2.4kW circuit for frunk and cab, 2 3.6kW circuits for bed, outlet breakdown (in-cab: 2 120v, 6USB, in-bed: 4 120v, 1 240v, frunk: 4 120v, 2 USB)
OPTION PACKAGE	
Code	**Description**
312A	Equipment Group 312A Standard

2025 Fleet/Non-Retail Ford F-150 Lightning Flash 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2025 Ford F-150 Lightning Flash 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W3L	2025 Ford F-150 Lightning Flash 4WD SuperCrew 5.5' Box 145" WB	$69,995.00
	OPTIONS	
99M	Engine: Dual eMotor - Dual Onboard Charging, -inc: level 2 peak charging rate of 19.2kW and 131 kWh usable capacity extended range battery	$1,500.00
44L	Transmission: Single-Speed, (STD)	$0.00
___	Tires: 20" All Season, (STD)	$0.00
YZ	Oxford White	$0.00
3S	Medium Dark Slate, ActiveX Trimmed Heated Front Seats, -inc: gauge bolster, 10-way power driver, multi-adjustable power front passenger and power lumbar driver/passenger	$0.00
53D	Max Trailer Tow Package, -inc: increased tow capability, Max towing capability TBD, E-Locker, Hill Decent Control, Trailer Brake Controller	$1,100.00
66A	Mobile Power Cord (120/240V), -inc: fast charging adapter (NACS)	$600.00
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others	$0.00
96W	Tough Bed Spray-In Bedliner	$625.00
942	Daytime Running Lamps, -inc: Non-controllable	$45.00
94W	Amber/White Strobe Color LED Warning Beacons, -inc: By Sound Off Signal, center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility	$665.00
47R	Tray Style Floor Liner	$200.00
96J	Retractable Tonneau Pickup Box Cover	$2,250.00
85H	Back-Up Alarm System	$230.00
479	Pro Power Onboard - 9.6 kW Exportable Power, -inc: 10 120v outlets, 8 USB outlets, 1 2.4kW circuit for frunk and cab, 2 3.6kW circuits for bed, outlet breakdown (in-cab: 2 120v, 6USB, in-bed: 4 120v, 1 240v, frunk: 4 120v, 2 USB)	$1,200.00
312A	Equipment Group 312A Standard	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$78,410.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,195.00
TOTAL PRICE	**$80,605.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Dual eMotor - Extended Range Battery -inc: single onboard charging level 2 peak charging rate of 11.5kW and 123 kWh usable capacity extended range battery (STD)
Transmission: Single-Speed (STD)

EXTERIOR

Tires: 20" All Season (STD)

WHEELS

Wheels: 20" Alloy Dark Carbonized Gray

ADDITIONAL EQUIPMENT

Transmission w/Driver Selectable Mode
Full-Time All-Wheel
9.61 Axle Ratio
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
1657# Maximum Payload
GVWR: 8,550 lbs
HD Gas-Pressurized Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion (li-Ion) Traction Battery w/11.5 kW Onboard Charger, 14.6 Hrs Charge Time @ 220/240V and2.033 Hrs Charge Time @ 440V
Regular Box Style
Tire Mobility Kit
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Body-Colored Rear Step Bumper
Black Side Windows Trim
Body-Colored Door Handles
Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
Fixed Rear Window w/Defroster
Deep Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Running Boards
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Integrated Storage
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
Radio: B&O Sound System by Bang & Olufsen -inc: FM stereo, SiriusXM w/360L, HD Radio and 8 speakers and subwoofer, a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc
Fixed Antenna
ActiveX Trimmed Heated Front Seats -inc: gauge bolster, 10-way power driver, multi-adjustable power front passenger and power lumbar driver/passenger
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Heated ActiveX Leatherette Steering Wheel
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Proximity Key For Doors And Push Button Start
Cruise Control w/Steering Wheel Controls
Adaptive Cruise Control with Stop-and-Go
Voice Activated Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Full Cloth Headliner
Urethane Gear Shifter Material
Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator, Metal-Look Door Panel Insert and Chrome/Metal-Look Interior Accents
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 6 Interior 120V AC Power Outlets
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Plastic Floor Trim
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Cab Mounted Cargo And Cargo Space Lights

Smart Device Remote Engine Start
FOB Controls -inc: Keyfob Cargo Access
SYNC 4A w/Enhanced Voice Recognition -inc: 15" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards, personal profiles and conversational voice command recognition, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Power Adjustable Pedals
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital Appearance
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 Seatback Storage Pockets
Seats w/Leatherette Back Material
Perimeter Alarm
3 12V DC Power Outlets and 6 Interior 120V AC Power Outlets
BlueCruise 1.2 (90-day trial)
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
BLIS with Trailer Tow Coverage Blind Spot
PCA with AEB and Intersection Assist
Cross-Traffic Alert
Ford Co-Pilot360 - Lane-Keeping Assist Lane Keeping Assist
Ford Co-Pilot360 - Lane-Keeping Assist Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Evasion Assist
Aerial View Camera System
Front And Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera
Front Camera w/Washer
Cargo Bed Camera

Left Side Camera
Right Side Camera

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Administrator

Subject: 2025-2027 MEMORANDUM OF UNDERSTANDING WITH THE SUPERVISORY & PROFESSIONAL ASSOCIATION

Date: September 3, 2025

Agenda Item: 10.D

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 7584, approving the Memorandum of Understanding between the City of Santa Paula and the Supervisory & Professional Association for the period of July 1, 2025 through June 30, 2027.

BACKGROUND:

The current Memorandum of Understanding (MOU) with the Supervisory Professional Association (SPA) expired on June 30, 2025. In compliance with the Meyers-Milias Brown Act (MMBA), the City negotiations team commenced negotiations with the SPA towards a successor MOU and have been meeting and conferring in good faith regarding wages, benefits and other terms and conditions of employment. These negotiations were based upon direction provided by the City Council in closed session during the negotiations process.

The Supervisory & Professional membership ratified the tentative agreement on August 21, 2025. This action tonight, seeks City Council approval of the terms and conditions negotiated.

ANALYSIS:

The current Memorandum of Understanding (MOU) with Supervisory & Professional Association expired on June 30, 2025. Below are key items that have been negotiated:

- Term of the Agreement shall be from July 1, 2025 through June 30, 2027.
- Effective the first full pay period following July 1, 2025, Unit employees shall receive a three percent (3%) adjustment to base wages.
- Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) adjustment to base wages.
- A one-time, non-pensionable retention bonus, two percent (2%) of the employee's base salary to all full-time employees who worked the entire previous fiscal year (July 1, 2024 to June 30, 2025).
- Phased Cafeteria increase from $1450.00 to $1650.00 over the term of the agreement
- Ten (10%) percent increase to uniform, boot and safety glasses allowances.

- $500 increase to Tuition Reimbursement, for a total of $3500 per fiscal year.

STRATEGIC PLAN:

This item/action supports the City Council's goal of employee retention under the "Operational Excellence" of the two-year Strategic Plan by striving to develop and maintain a competitive compensation package for employees.

FISCAL IMPACTS:

Costs associated with these changes have been incorporated into the Budget for Fiscal Years 2025/26 and 2026/27.

OPTIONS:

1. Approve Resolution No. 7584, approving the Memorandum of Understanding between the City of Santa Paula and the Supervisory & Professional Association for the period of July 1, 2025 through June 30, 2027 and adopting the FY 2025-2026 and FY 2026-2027 Salary Schedule.

2. Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 7584.doc
Exhibit A to Resolution No. 7584.doc
Appendix A - Mou Salary Schedules 9.3.25 25.26.pdf
Appendix A - Mou Salary Schedules 9.3.26 26.27.pdf
Redlined.pdf

RESOLUTION NO. 7584

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEAR 2025-2027 BETWEEN THE CITY OF SANTA PAULA AND THE SUPERVISORY AND PROFESSIONAL ASSOCIATION AND ADOPTING THE FY 2025-2026 and FY 2026-2027 SALARY SCHEDULE.

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

SECTION 1: The City Council finds as follows:

A. The City, acting by and through its City Council appointed negotiation team, and representatives of the Supervisory & Professional Association, a duly recognized employee organization representing the City of Santa Paula's Supervisory & Professional employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, hours and the terms and conditions of employment for contract years 2025-2027.

B. The appointed representatives of the parties agreed on certain matters as stated in the memorandum of understanding ("MOU") attached as Exhibit "A", and recommend that the City Council implement the MOU.

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2025-2027 between the City of Santa Paula and the Supervisory & Professional Association. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: The City Council adopts the FY 25-26 AND FY 26-27 Salary Schedule.

SECTION 4: This Resolution will become effective as identified in Exhibit A, immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 5: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, AND ADOPTED, this 3rd day of September, 2025.

_____

Pedro Chavez, Mayor
City of Santa Paula

ATTEST:

_____
Julie Latshaw, City Clerk

Approved as to form:

_____
Monica Castillo, City Attorney

Approved as to content:

_____
Daniel Singer, City Manager

MEMORANDUM OF UNDERSTANDING
SUPERVISORY & PROFESSIONAL ASSOCIATION

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and the Management: Supervisory & Professional Association, hereinafter designated "Association" or "Unit" or "SPA".

The City Manager, or his/her designee, is the representative for the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment for the employees in said Association; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the Association for the contract year 2025-2027, commencing July 1, 2025, and continuing through June 30, 2027.

UNDERSTANDING AND AGREEMENTS

The following understanding and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in the Management: Supervisory & Professional Association as represented by Association which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that the Association is the recognized employee organization for employees in that classification.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental or physical disability, and/or any other category protected by federal or state law.

2. ASSOCIATION RIGHTS

2.1 Labor-Management Meetings

MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two (2) additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, Department Head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Consultation

During the term of this agreement, the City and Association agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting

procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as Association representatives as defined above.

2.2 Association Information

Association materials provided by the Association will be provided to eligible employees as a part of the new orientation process. The Association will be responsible for supplying materials.

2.3 Association Release Time

Supervisory & Professional Association designated members (maximum of 3) shall be allowed to utilize a cumulative total of twenty (20) hours per fiscal year of release time without loss of compensation or other benefits for Association business including, but not limited to meeting and conferring with representatives of the City on matters within the scope of representation. Release time shall be granted subject to minimum staffing requirements of the Department and is subject to Department Head or designee approval. When possible a seven (7) day advance notice shall be given to the Department Head or designee.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment, promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions

to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

4. SALARY COMPENSATION

Effective the first full pay period following July 1, 2025 ratification of this Agreement by the Supervisory & Professional Association and adoption of the Agreement by the City Council, Unit employees shall:

a. Effective the first day of the first full pay period following July 1, 2025, Unit employees shall receive a three percent (3.0%) adjustment to base wages/salaries.

b. Effective the first full pay period following July 1, 2026, Unit employees shall receive a three percent (3%) adjustment to base wages/salaries.

c. If the parties reach agreement by September 1, 2025, the market salary changes agreed to will be retroactive to the first day of the pay period following July 1, 2025.

d. Salary Survey Implementation: In addition to the general wage increases above, the City will implement increases to the top of the wage schedule for the classifications represented by SPA as follows:

- Effective the first day of the pay period following July 1, 2025, or on the first day of the pay period following ratification of this Agreement by SPA and adoption of the Agreement by the City Council, whichever is later, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

- Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the percentage that the 2025 salary survey shows the classification is below market.

e. A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 2024 to June 30, 2025) and who are still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year.

This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

4.1 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period would be deemed satisfactory and entitled to any merit increase due them and said increase would be retroactive to the employee's anniversary date.

4.3 Salary Schedule

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A herein.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, and cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by eighty (80).

4.5 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half (1 ½) times the employee's regular rate of pay to the nearest quarter hour.

4.6 Direct Deposit

All employees are required to use direct deposit in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of one hundred sixty-eight (168) consecutive hours, seven (7) consecutive twenty four (24) hour periods.

5.2 Regular Work Day

The regular working day of employees observing a 5/40 (forty (40) hour work week) work schedule is eight (8) hours of work within a period not to exceed nine (9), consecutive hours, interrupted by a lunch break of no less than one-half (½) hour, nor more than one (1) hour.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of no less than one-half (½) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the Department Head, shall be eight

(8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (½) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed eleven (11) hours, interrupted by a lunch break of no less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Association. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. Flex time may not be used to supplement or replace holiday leave pay.

5.3 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to Association members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

For employees on the 9/80 schedule, a regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period, beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8:00 a.m. and end at 5:00 p.m. Unless otherwise approved by the Department Head, the regular work day for employees observing a 9/80 schedule shall begin no earlier than 6:30 am and end no later than 6:30 pm on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the Department Head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

The City may reopen negotiations at any time during the term of the MOU to discuss 4/10 work schedule.

6. OVERTIME

6.1 Overtime Definition

Non-exempt employees are eligible for overtime compensation. Overtime is defined as all hours worked in excess of an employee's regularly scheduled forty-hour workweek. For purposes of determining OT, "hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off, compensatory time off, vacation leave, jury duty, bereavement leave, sick leave and leave without pay. Holiday hours will be considered "hours worked" for purposes of eligibility for calculating overtime.

Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. "Hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time for compensatory time off, vacation leave, jury duty, bereavement leave, sick leave and leave without pay for the purpose of calculating eligibility for compensatory time. A maximum of forty hours of compensatory time may be accrued in a calendar year.

6.2 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

6.4 Callback

Employees who have completed a full shift and are called back for emergency overtime work, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two (2) hours pay" includes all call backs occurring within the two (2) hour minimum period; therefore, the "minimum of two (2) hours pay" is not compensated on a "per occurrence" basis. The City has the exclusive right to determine the need for call back and the time of call back.

7. SHIFT DIFFERENTIALS

7.1 Shift Differential

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m. will be paid a shift differential at a rate of five percent (5%) above his or her current base step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers' compensation calculations will be determined in accordance with the provisions of the FLSA.

7.1.1 Flex Time

Employees on flex time or who work between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

7.2 Work In Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following eighty (80) consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding twelve (12) months, and there are at least seven (7) consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent (5%) greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the Department Head.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to three thousand, five hundred dollars ($3,500) per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform and Equipment Allowance

Effective the first full pay period following adoption of the Agreement by the City Council, Classifications that are required to have and maintain a uniform and shall receive an allowance in the amount of $24.32 bi-weekly ($632.50 annually). Uniform allowance is to be used exclusively for the purchase of trousers and maintenance of uniforms (laundry, repairs, etc). Unit employees must abide by department uniform standards when purchasing trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed five (5) shirts in a fiscal year. Repair and/or replacement of uniforms and equipment damaged as a result of negligence or wear. The Department Head or designee will make a complete investigation of each incident and will submit findings and recommendations, including recommended amount of repayment to the City Manager. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Non-prescription safety glasses, gloves, vests, hard hats, and ear protection will be distributed on an as needed basis.

8.2.1 City Contribution–Safety Glasses

All represented employees who wear prescription glasses and are required to wear safety glasses will be issued a purchase requisition not to exceed the amount of two hundred seventy-five dollars ($275.00) to a vendor selected by the City when new or replacement prescription safety glasses are required. One (1) pair of safety glasses will be provided as required every year. Represented employees may request an additional early replacement for damaged, destroyed or lost prescription safety glasses, provided they submit a written request to the Department Head or designee for approval. The following positions currently receive safety boot allotment: Fleet Supervisor, Parks and Facilities Supervisor, Streets Supervisor, and Emergency Services Coordinator.

8.2.2 City Contribution–Safety Boots

All represented employees required to wear safety boots as determined by the Department Head will be issued a purchase requisition in the amount of three hundred thirty dollars ($330.00) to a vendor selected by the City when replacement safety shoes are required. Shoe specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All represented employees required to wear safety boots may request one (1) additional pair of safety boots, provided they submit a written request to the Department Head or designee for approval. The following positions currently receive safety boot allotment: Fleet Supervisor, Parks and Facilities Supervisor, Streets Supervisor, and Emergency Services Coordinator.

8.3 Bilingual Pay

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. All eligible employees will receive ($780) per year, thirty dollars ($30) per pay period.

8.4 Emergency Disasters

Employees will be required to mark “overtime” versus “comp time” on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

8.5 Certificates and Licenses:

The City shall pay for the initial examination and renewal of the following certificates, licenses or endorsements on a reimbursement basis upon receipt of original certificates and licenses, or endorsement:

A. Arborist

9. HOLIDAYS

9.1 Holiday Listing

The City will provide employees with a Holiday Leave Bank that matches their approved scheduled work week.

On January 1st of each year, unit personnel will also receive a Floating Holiday Leave Bank of eighteen (18) hours.

On January 1st of each year, unit personnel will receive a Holiday Leave Bank to be used exclusively for City observed holidays as follows:

- 36 hours for employees on a 9/80 schedule
- 40 hours for employees on a 4/10 schedule

On July 1st of each year unit personnel will receive a Holiday Leave Bank to be used exclusively for City-observed holidays as follows:

- 72 hours for employees on a 9/80 schedule
- 80 hours for employees on a 4/10 schedule

For those unit personnel on flexible work schedules and who are already scheduled a “flex day” on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is obtained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, non-exempt unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. Employees would not have the option of working when the City was closed for a holiday if they did not have any leave time available. The following days are considered holidays:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31
Two (2) floating holidays

New Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at nine (9) hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

10. VACATION

10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	180 hours
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the

requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first (1st) day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the two hundred forty (280) hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.2.6 Administrative/Compensatory Time/Vacation Leave Buyback

Unit employees may buyback vacation, compensatory time and/or administrative leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

In order to be eligible to buyback vacation, compensatory time, and/or administrative leave, employees must meet the following criteria:

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1 General

11.1.2 Usage

Employees may use their accumulated sick leave immediately after it has been earned.

Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

Employees may use their accumulated sick leave for absence due to the following specified reasons:

1. Illness, injury, or health appointment of the employee.

2. Exposure of the employee to a contagious disease.

3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.

4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.

5. Other reasons as approved by the Personnel Officer or designee.

11.1.3 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.1.4 No Maximum on Sick Leave Accrual

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Accumulated sick leave may be credited to an employee's length of service upon retirement from the City of Santa Paula and will become part of the calculation upon which PERS retirement benefits are established, in accordance with PERS regulations. Effective January 1, 2008, unit employees will no longer be subject to any maximum on sick leave accrual.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation, admin leave and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation leave to less than forty (40) hours.

2. All such transfers shall be approved by the Personnel Officer or his/her designee.

3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose, only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year, shall be granted by the Department Head in case of the death or serious illness of an immediate family member as specified in the City's Personnel Rules and Regulations.

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

11.4 Maternity and Paternity Leave

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.5 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.6 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.7 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. ADMINISTRATIVE LEAVE

Exempt Unit employees (not eligible for overtime) shall receive an Administrative Leave bank bi-annually for a total of sixty (62) hours per calendar year, and may carry a maximum of 31 hours into the following calendar year. Eligible Unit employees will receive an admin leave bank of 31 hours each year on January 1st and July 1st. Administrative leave has no cash value and is not paid out to terminating employees.

13. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible for leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to

require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

13.1 Modified Duty

City and Association agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Section 3.4F. After a review of the doctor's release to return to work, the employee's capabilities and the needs of the City may result in assignment to another Department.

14. SPECIAL LEAVE

14.1 Miscellaneous Leave with Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

14.2 Leave of Absence without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves.

Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

14.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave, Section 7.7".

15. BENEFITS AND INSURANCE

15.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first full pay period of December 2025, the City shall provide $1550 per month ($775.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December 2026, the City shall provide $1650 per month ($825.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

Employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment period, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit.

15.2 City Matching Contribution to Deferred Compensation Plan

City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

15.3 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first (1st) of the month following date of employment. Deductions for benefits shall be made one (1) month in advance for which coverage is provided.

15.4 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

15.5 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

15.6 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City.

The City reserves the right to discontinue the following two (2) options within the Section 125 Plan at the conclusion of the Plan year on October 31st, if there is insufficient City-wide employee participation to break even on administrative costs: 1) the optional dependent care assistance program and 2) the health care reimbursement plan. In the current FSA Plan year, the City will pay the annual fee and the monthly employee administrative fee for these two

(2) options. Should fewer than ten (10) employee's Citywide sign-up for these two (2) options for the new Plan year beginning November 1st. The City reserves the right to discontinue its participation in the optional dependent care assistance program and health care reimbursement plan portion of the Section 125 Plan.

15.7 State Disability Insurance (SDI)

The City shall participate in the employee-paid State Disability Program (SDI) for represented Unit employees pursuant to applicable State Regulations and the following provisions, within 90 days of the adoption of this Agreement.

A. For purposes of this section only, the term "employee" shall include regular employees assigned to Supervisory & Professional Association classifications.

B. If the bargaining unit chooses to withdraw from SDI after required two (2) years, membership must present a majority petition indication such desire.

C. All Unit employees will be automatically enrolled in SDI and premiums will be deducted from paycheck.

D. The City will be responsible for making payments to SDI on behalf of Unit employees and for all any reporting requirements.

E. SDI is not a City-provided or administered benefit. Unit employees will be responsible for filing claims and requesting updates through SDI of their claim status. If an employee has an SDI question, they will be required to contact SDI directly at (800) 480-3287 or go to their website at www.edd.ca.gov.

F. Per State Regulation benefits for employees not previously covered by SDI shall become effective seven (7) months after enrollment.

15.8 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all Association employees at City expense.

15.9 Life Insurance

The City provides group term life insurance coverage of $100,000 for each employee, and $5000 for eligible dependents of each such employee at City expense.

16. RETIREMENT

16.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA).

   Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

   Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

   The retirement allowance will be computed on the highest one (1) year of compensation.

B. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA.

   Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

All Classic Members (as defined by PEPRA) will pay the full member contribution.

17. WORKING CONDITIONS

17.1 Safe Working Conditions/General Safety Committee

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Association is authorized to have one-member representative (and one alternate) to serve on the General Safety Committee. The Association will be responsible for providing the names of the member and one alternate to the City.

17.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

17.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

17.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

17.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

17.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

17.7 Layoff Procedure

Until such time as the parties have met and conferred regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

17.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off" period of three (3) working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the third (3rd) business day of the "cooling off" period. An employee who timely rescinds his or her resignation during the "cooling off" period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17.9 Employer-Employee Relations Committee

The City and the Association agree to establish a City-wide Employer-Employee Relations Committee, represented by labor and management, to meet on request or on a quarterly basis to discuss departmental and City issues, problems, and general administrative matters.

18. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

19. CONCERTED ACTIVITIES

19.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

19.2 No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Association or by its officers, agents or members. The Association agrees that neither the Association nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

19.3 Lockout

The City agrees not to engage in any lockout.

19.4 Court Enforcement

Furthermore, the Association and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

20. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

21. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

22. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this Agreement.

It is recognized that during the term of this agreement, it may be necessary for the City to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When the City finds it necessary to make such changes, it shall notify the Association in writing indicating the proposed change before it is implemented. If the Association requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Association does not request negotiations, the change may be implemented. If the Association does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit City's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, City will notify the Association of such changes as soon as practicable.

23. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, sex or national origin or other protected basis.

24. TERM

This Agreement shall be in effect from July 1, 2025 through June 30, 2027. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice (April 1st) prior to the yearly anniversary date, to terminate or modify this Agreement. The City and the Management: Supervisory & Professional Association both agree to initiate labor negotiations three months prior to the expiration date of the contract.

25. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Association membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise

presented by said Association or the City Manager to the City Council for the period of the MOU, except as mutually agreed upon by the Association and the City Manager.

[Signatures on next page]

SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING

SUPERVISORY &
PROFESSIONAL ASSOCIATION

_____
Ruth Juanes

_____
Ulises Valenzuela

_____
Kate Watkins

CITY OF SANTA PAULA

_____
Irma Rodriguez Moisa
Chief Negotiator

_____
Lorena Alvarez
Human Resources Manager

APPENDIX A

Position Classifications:

Number/Position Title
250 - Supervisory & Professional

268 - Accountant
275 - Administrative Analyst I
280 - Administrative Analyst II
258 - Assistant Planner
263 - Associate Planner
259 - Engineering Tech Sr.
278 – Fleet Supervisor
265 - Management Analyst
274 - Records Supervisor
275 - Senior Administrative Analyst
276 – Recreation Supervisor
277 – Parks & Facilities Supervisor
279 – Streets Supervisor
281 – Associate Engineer
282 – Emergency Services Coordinator
283 - City Clerk

Proposed 9.3.25 FY 26/27 Salary Schedule; Effective first full pay period in July 2025

	Position	Hourly Hourly-1	Hourly Hourly-2	Hourly Hourly-3	Hourly Hourly-4	Hourly Hourly-5	Annual Annual-1	Annual Annual-2	Annual Annual-3	Annual Annual-4	Annual Annual-5
100	CITY MANAGER	110.27					229,361.60	-	-	-	-
102	HUMAN RESOURCES ADMINISTRATOR	64.17	67.38	70.75	74.29	78.01	133,473.60	140,150.40	147,160.00	154,523.20	162,260.80
103	PARKS & RECREATION DIRECTOR	68.96	72.41	76.04	79.85	83.85	143,436.80	150,612.80	158,163.20	166,088.00	174,408.00
106	COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR	70.69	74.23	77.95	81.85	85.95	147,035.20	154,398.40	162,136.00	170,248.00	178,776.00
107	FINANCE DIRECTOR/CITY TREASURER	70.01	73.52	77.20	81.06	85.12	145,620.80	152,921.60	160,576.00	168,604.80	177,049.60
108	PUB WORKS DIR/CITY ENGINE	75.63	79.42	83.40	87.57	91.95	157,310.40	165,193.60	173,472.00	182,145.60	191,256.00
109	POLICE CHIEF	78.08	81.99	86.09	90.40	94.92	162,406.40	170,539.20	179,067.20	188,032.00	197,433.60
111	CHIEF TECHNOLOGY OFFICER	65.04	68.30	71.72	75.31	79.08	135,283.20	142,064.00	149,177.60	156,644.80	164,486.40
113	DEPUTY CITY MANAGER	62.48	65.61	68.90	72.35	75.97	129,958.40	136,468.80	143,312.00	150,488.00	158,017.60
202	ASSISTANT FINANCE DIRECTOR	53.12	55.78	58.57	61.50	64.58	110,489.60	116,022.40	121,825.60	127,920.00	134,326.40
205	POLICE COMMANDER	64.78	68.02	71.43	75.01	78.77	134,742.40	141,481.60	148,574.40	156,020.80	163,841.60
207	ASSISTANT PUB WORKS DIRECTOR	63.75	66.94	70.29	73.81	77.51	132,600.00	139,235.20	146,203.20	153,524.80	161,220.80
208	CHIEF BUILDING OFFICIAL	50.75	53.29	55.96	58.76	61.70	105,560.00	110,843.20	116,396.80	122,220.80	128,336.00
209	ASSISTANT POLICE CHIEF	70.76	74.30	78.02	81.93	86.03	147,180.80	154,544.00	162,281.60	170,414.40	178,942.40
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING & ECONOMIC DEVELOPMENT MANAGER	55.08	57.84	60.74	63.78	66.97	114,566.40	120,307.20	126,339.20	132,662.40	139,297.60
215	WATER OPERATIONS SUPERINTENDENT	58.61	61.55	64.63	67.87	71.27	121,908.80	128,024.00	134,430.40	141,169.60	148,241.60
258	PLANNER, ASSISTANT/GIS ANALYST	34.78	36.52	38.35	40.27	42.29	72,342.40	75,961.60	79,768.00	83,761.60	87,963.20
259	ENGINEERING TECH. SR.	35.79	37.58	39.46	41.44	43.52	74,443.20	78,166.40	82,076.80	86,195.20	90,521.60
263	PLANNER, ASSOCIATE	39.66	41.65	43.74	45.93	48.23	82,492.80	86,632.00	90,979.20	95,534.40	100,318.40
265	MANAGEMENT ANALYST	42.10	44.21	46.43	48.76	51.20	87,568.00	91,956.80	96,574.40	101,420.80	106,496.00
268	ACCOUNTANT	37.08	38.94	40.89	42.94	45.09	77,126.40	80,995.20	85,051.20	89,315.20	93,787.20
273	PURCHASING AGENT	42.42	44.55	46.78	49.12	51.58	88,233.60	92,664.00	97,302.40	102,169.60	107,286.40
274	RECORDS SUPERVISOR	35.65	37.44	39.32	41.29	43.36	74,152.00	77,875.20	81,785.60	85,883.20	90,188.80
275	ADMINISTRATIVE ANALYST I	27.29	28.66	30.10	31.61	33.20	56,763.20	59,612.80	62,608.00	65,748.80	69,056.00
276	RECREATION SUPERVISOR	35.65	37.44	39.32	41.29	43.36	74,152.00	77,875.20	81,785.60	85,883.20	90,188.80
277	PARKS & FACILITIES SUPERVISOR	35.65	37.44	39.32	41.29	43.36	74,152.00	77,875.20	81,785.60	85,883.20	90,188.80
278	FLEET SUPERVISOR	35.65	37.44	39.32	41.29	43.36	74,152.00	77,875.20	81,785.60	85,883.20	90,188.80
279	STREETS MAINTENANCE SUPERVISOR	35.65	37.44	39.32	41.29	43.36	74,152.00	77,875.20	81,785.60	85,883.20	90,188.80
280	ADMINISTRATIVE ANALYST II	33.52	35.20	36.96	38.81	40.76	69,721.60	73,216.00	76,876.80	80,724.80	84,780.80
281	ASSOCIATE ENGINEER	46.95	49.30	51.77	54.36	57.08	97,656.00	102,544.00	107,681.60	113,068.80	118,726.40
282	EMERGENCY SERVICES COORDINATOR	38.32	40.24	42.26	44.38	46.60	79,705.60	83,699.20	87,900.80	92,310.40	96,928.00
283	CITY CLERK	37.67	39.56	41.54	43.62	45.81	78,353.60	82,284.80	86,403.20	90,729.60	95,284.80
301	CUSTODIAN	21.65	22.74	23.88	25.08	26.34	45,032.00	47,299.20	49,670.40	52,166.40	54,787.20
302	CUST SERVICES REP	21.87	22.97	24.12	25.33	26.60	45,489.60	47,777.60	50,169.60	52,686.40	55,328.00
304	WATER DISTRIBUTION OPERATOR I	25.94	27.24	28.61	30.05	31.56	53,955.20	56,659.20	59,508.80	62,504.00	65,644.80
309	ADMINISTRATIVE ASSISTANT	22.41	23.54	24.72	25.96	27.26	46,612.80	48,963.20	51,417.60	53,996.80	56,700.80
311	ANIMAL SERVICES COORDINAT	25.11	26.37	27.69	29.08	30.54	52,228.80	54,849.60	57,595.20	60,486.40	63,523.20
313	SR. ADMINISTRATIVE ASST.	23.84	25.04	26.30	27.62	29.01	49,587.20	52,083.20	54,704.00	57,449.60	60,340.80
314	WATER DISTRIBUTION OPERATOR II	27.25	28.62	30.06	31.57	33.15	56,680.00	59,529.60	62,524.80	65,665.60	68,952.00
315	MECHANIC I	24.09	25.30	26.57	27.90	29.30	50,107.20	52,624.00	55,265.60	58,032.00	60,944.00
323	BUILDING INSPECTOR I	27.83	29.23	30.70	32.24	33.86	57,886.40	60,798.40	63,856.00	67,059.20	70,428.80
324	MECHANIC II	29.98	31.48	33.06	34.72	36.46	62,358.40	65,478.40	68,764.80	72,217.60	75,836.80
326	BUILDING INSPECTOR II	33.87	35.57	37.35	39.22	41.19	70,449.60	73,985.60	77,688.00	81,577.60	85,675.20
328	ENGINEERING TECH/INSPECTO	27.52	28.90	30.35	31.87	33.47	57,241.60	60,112.00	63,128.00	66,289.60	69,617.60
329	SENIOR ACCOUNTING TECHNIC	24.65	25.89	27.19	28.55	29.98	51,272.00	53,851.20	56,555.20	59,384.00	62,358.40
330	EQUIPMENT MAINT LEADWORK	32.52	34.15	35.86	37.66	39.55	67,641.60	71,032.00	74,588.80	78,332.80	82,264.00
331	FACILITIES MAINT LEADWORK	26.85	28.20	29.61	31.10	32.66	55,848.00	58,656.00	61,588.80	64,688.00	67,932.80
332	FAC MAINT WRK I	22.49	23.62	24.81	26.06	27.37	46,779.20	49,129.60	51,604.80	54,204.80	56,929.60
333	FAC MAINT WRK II	24.74	25.98	27.28	28.65	30.09	51,459.20	54,038.40	56,742.40	59,592.00	62,587.20
334	MAINTENANCE WRK I	22.04	23.15	24.31	25.53	26.81	45,843.20	48,152.00	50,564.80	53,102.40	55,764.80
335	MAINTANENCE WRK II	24.24	25.46	26.74	28.08	29.49	50,419.20	52,956.80	55,619.20	58,406.40	61,339.20
339	STREET MAINT LEADWORKER	26.31	27.63	29.02	30.48	32.01	54,724.80	57,470.40	60,361.60	63,398.40	66,580.80
343	COMMUNITY DEVELOPMENT TECHNICIAN	27.24	28.61	30.05	31.56	33.14	56,659.20	59,508.80	62,504.00	65,644.80	68,931.20
344	RECREATION PROGRAM COORDINATOR	23.73	24.92	26.17	27.48	28.86	49,358.40	51,833.60	54,433.60	57,158.40	60,028.80
345	PERMIT TECHNICIAN	30.45	31.98	33.58	35.26	37.03	63,336.00	66,518.40	69,846.40	73,340.80	77,022.40
346	ENGINEERING TECH I	26.92	28.27	29.69	31.18	32.74	55,993.60	58,801.60	61,755.20	64,854.40	68,099.20
347	ENGINEERING TECH II	31.19	32.75	34.39	36.11	37.92	64,875.20	68,120.00	71,531.20	75,108.80	78,873.60
348	LEAD PARK AND ABATEMENT SPECIALIST	22.73	23.87	25.07	26.33	27.65	47,278.40	49,649.60	52,145.60	54,766.40	57,512.00
349	ACCOUNTING SPECIALIST	26.80	28.14	29.55	31.03	32.59	55,744.00	58,531.20	61,464.00	64,542.40	67,787.20
350	DUAL OPERATOR I	30.06	31.57	33.15	34.81	36.56	62,524.80	65,665.60	68,952.00	72,404.80	76,044.80
351	DUAL OPERATOR II	31.58	33.16	34.82	36.57	38.40	65,686.40	68,972.80	72,425.60	76,065.60	79,872.00
352	DUAL OPERATOR III	34.21	35.93	37.73	39.62	41.61	71,156.80	74,734.40	78,478.40	82,409.60	86,548.80
353	DUAL OPERATOR IV	35.91	37.71	39.60	41.58	43.66	74,692.80	78,436.80	82,368.00	86,486.40	90,812.80
354	LEAD DUAL OPERATOR	38.24	40.16	42.17	44.28	46.50	79,539.20	83,532.80	87,713.60	92,102.40	96,720.00
401	PUBLIC SAFETY DISP CLERK	28.46	29.89	31.39	32.96	34.61	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	35.80	37.59	39.47	41.45	43.53	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	41.31	43.38	45.55	47.83	50.23	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	46.25	48.57	51.00	53.55	56.23	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	53.85	56.55	59.38	62.35	65.47	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40

Proposed 9.3.25 FY 26/27 Salary Schedule; Effective first full pay period in July 2025

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	29.06	30.52	32.05	33.66	35.35	60,444.80	63,481.60	66,664.00	70,012.80	73,528.00
705	EXECUTIVE ASSISTANT	25.93	27.23	28.60	30.03	31.54	53,934.40	56,638.40	59,488.00	62,462.40	65,603.20
706	HUMAN RESOURCES ANALYST	39.13	41.09	43.15	45.31	47.58	81,390.40	85,467.20	89,752.00	94,244.80	98,966.40
707	HUMAN RESOURCE TECHNICIAN	26.32	27.64	29.03	30.49	32.02	54,745.60	57,491.20	60,382.40	63,419.20	66,601.60
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.39	19.31	20.28	21.30	22.37					
808	SENIOR COORDINATOR	21.68	22.77	23.91	25.11	26.37					
809	SECRETARY II	23.21	24.38	25.60	26.88	28.23					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	20.43	21.46	22.54	23.67	24.86					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	39.47	41.45	43.53	45.71	48.00					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	31.08	32.64	34.28	36.00	37.80	64,646.40	67,891.20	71,302.40	74,880.00	78,624.00
900	COUNCILMEMBER	600.00	-	-	-	-					

Proposed 9.3.25 FY 26/27 Salary Schedule

	Position	Hourly Hourly-1	Hourly Hourly-2	Hourly Hourly-3	Hourly Hourly-4	Hourly Hourly-5	Annual Annual-1	Annual Annual-2	Annual Annual-3	Annual Annual-4	Annual Annual-5
100	CITY MANAGER	113.58					236,246.40	-	-	-	-
102	HUMAN RESOURCES ADMINISTRATOR	67.89	71.29	74.86	78.61	82.55	141,211.20	148,283.20	155,708.80	163,508.80	171,704.00
103	PARKS & RECREATION DIRECTOR	74.89	78.64	82.58	86.71	91.05	155,771.20	163,571.20	171,766.40	180,356.80	189,384.00
106	COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR	76.14	79.95	83.95	88.15	92.56	158,371.20	166,296.00	174,616.00	183,352.00	192,524.80
107	FINANCE DIRECTOR/CITY TREASURER	75.65	79.44	83.42	87.60	91.98	157,352.00	165,235.20	173,513.60	182,208.00	191,318.40
108	PUB WORKS DIR/CITY ENGINE	79.64	83.63	87.82	92.22	96.84	165,651.20	173,950.40	182,665.60	191,817.60	201,427.20
109	POLICE CHIEF	82.72	86.86	91.21	95.78	100.57	172,057.60	180,668.80	189,716.80	199,222.40	209,185.60
111	CHIEF TECHNOLOGY OFFICER	68.97	72.42	76.05	79.86	83.86	143,457.60	150,633.60	158,184.00	166,108.80	174,428.80
113	DEPUTY CITY MANAGER	66.70	70.04	73.55	77.23	81.10	138,736.00	145,683.20	152,984.00	160,638.40	168,688.00
202	ASSISTANT FINANCE DIRECTOR	58.87	61.82	64.92	68.17	71.58	122,449.60	128,585.60	135,033.60	141,793.60	148,886.40
205	POLICE COMMANDER	68.32	71.74	75.33	79.10	83.06	142,105.60	149,219.20	156,686.40	164,528.00	172,764.80
207	ASSISTANT PUB WORKS DIRECTOR	69.43	72.91	76.56	80.39	84.41	144,414.40	151,652.80	159,244.80	167,211.20	175,572.80
208	CHIEF BUILDING OFFICIAL	57.10	59.96	62.96	66.11	69.42	118,768.00	124,716.80	130,956.80	137,508.80	144,393.60
209	ASSISTANT POLICE CHIEF	74.93	78.68	82.62	86.76	91.10	155,854.40	163,654.40	171,849.60	180,460.80	189,488.00
213	PLANNING COMMISSIONER	50.00	-	-	-	-					
214	PLANNING & ECONOMIC DEVELOPMENT MANAGER	60.30	63.32	66.49	69.82	73.32	125,424.00	131,705.60	138,299.20	145,225.60	152,505.60
215	WATER OPERATIONS SUPERINTENDENT	62.86	66.01	69.32	72.79	76.43	130,748.80	137,300.80	144,185.60	151,403.20	158,974.40
258	PLANNER, ASSISTANT/GIS ANALYST	36.55	38.38	40.30	42.32	44.44	76,024.00	79,830.40	83,824.00	88,025.60	92,435.20
259	ENGINEERING TECH. SR.	37.76	39.65	41.64	43.73	45.92	78,540.80	82,472.00	86,611.20	90,958.40	95,513.60
263	PLANNER, ASSOCIATE	41.96	44.06	46.27	48.59	51.02	87,276.80	91,644.80	96,241.60	101,067.20	106,121.60
265	MANAGEMENT ANALYST	45.00	47.25	49.62	52.11	54.72	93,600.00	98,280.00	103,209.60	108,388.80	113,817.60
268	ACCOUNTANT	39.71	41.70	43.79	45.98	48.28	82,596.80	86,736.00	91,083.20	95,638.40	100,422.40
273	PURCHASING AGENT	45.69	47.98	50.38	52.90	55.55	95,035.20	99,798.40	104,790.40	110,032.00	115,544.00
274	RECORDS SUPERVISOR	39.08	41.04	43.10	45.26	47.53	81,286.40	85,363.20	89,648.00	94,140.80	98,862.40
275	ADMINISTRATIVE ANALYST I	29.96	31.46	33.04	34.70	36.44	62,316.80	65,436.80	68,723.20	72,176.00	75,795.20
276	RECREATION SUPERVISOR	39.08	41.04	43.10	45.26	47.53	81,286.40	85,363.20	89,648.00	94,140.80	98,862.40
277	PARKS & FACILITIES SUPERVISOR	39.08	41.04	43.10	45.26	47.53	81,286.40	85,363.20	89,648.00	94,140.80	98,862.40
278	FLEET SUPERVISOR	39.08	41.04	43.10	45.26	47.53	81,286.40	85,363.20	89,648.00	94,140.80	98,862.40
279	STREETS MAINTENANCE SUPERVISOR	39.08	41.04	43.10	45.26	47.53	81,286.40	85,363.20	89,648.00	94,140.80	98,862.40
280	ADMINISTRATIVE ANALYST II	36.15	37.96	39.86	41.86	43.96	75,192.00	78,956.80	82,908.80	87,068.80	91,436.80
281	ASSOCIATE ENGINEER	49.87	52.37	54.99	57.74	60.63	103,729.60	108,929.60	114,379.20	120,099.20	126,110.40
282	EMERGENCY SERVICES COORDINATOR	42.40	44.52	46.75	49.09	51.55	88,192.00	92,601.60	97,240.00	102,107.20	107,224.00
283	CITY CLERK	43.64	45.83	48.13	50.54	53.07	90,771.20	95,326.40	100,110.40	105,123.20	110,385.60
301	CUSTODIAN	22.58	23.71	24.90	26.15	27.46	46,966.40	49,316.80	51,792.00	54,392.00	57,116.80
302	CUST SERVICES REP	23.06	24.22	25.44	26.72	28.06	47,964.80	50,377.60	52,915.20	55,577.60	58,364.80
304	WATER DISTRIBUTION OPERATOR I	26.98	28.33	29.75	31.24	32.81	56,118.40	58,926.40	61,880.00	64,979.20	68,244.80
309	ADMINISTRATIVE ASSISTANT	24.08	25.29	26.56	27.89	29.29	50,086.40	52,603.20	55,244.80	58,011.20	60,923.20
311	ANIMAL SERVICES COORDINAT	28.93	30.38	31.90	33.50	35.18	60,174.40	63,190.40	66,352.00	69,680.00	73,174.40
313	SR. ADMINISTRATIVE ASST.	25.95	27.25	28.62	30.06	31.57	53,976.00	56,680.00	59,529.60	62,524.80	65,665.60
314	WATER DISTRIBUTION OPERATOR II	28.36	29.78	31.27	32.84	34.49	58,988.80	61,942.40	65,041.60	68,307.20	71,739.20
315	MECHANIC I	26.22	27.54	28.92	30.37	31.89	54,537.60	57,283.20	60,153.60	63,169.60	66,331.20
323	BUILDING INSPECTOR I	29.85	31.35	32.92	34.57	36.30	62,088.00	65,208.00	68,473.60	71,905.60	75,504.00
324	MECHANIC II	32.45	34.08	35.79	37.58	39.46	67,496.00	70,886.40	74,443.20	78,166.40	82,076.80
326	BUILDING INSPECTOR II	36.39	38.21	40.13	42.14	44.25	75,691.20	79,476.80	83,470.40	87,651.20	92,040.00
328	ENGINEERING TECH/INSPECTO	29.63	31.12	32.68	34.32	36.04	61,630.40	64,729.60	67,974.40	71,385.60	74,963.20
329	SENIOR ACCOUNTING TECHNIC	26.26	27.58	28.96	30.41	31.94	54,620.80	57,366.40	60,236.80	63,252.80	66,435.20
330	EQUIPMENT MAINT LEADWORK	35.42	37.20	39.06	41.02	43.08	73,673.60	77,376.00	81,244.80	85,321.60	89,606.40
331	FACILITIES MAINT LEADWORK	29.34	30.81	32.36	33.98	35.68	61,027.20	64,084.80	67,308.80	70,678.40	74,214.40
332	FAC MAINT WRK I	24.37	25.59	26.87	28.22	29.64	50,689.60	53,227.20	55,889.60	58,697.60	61,651.20
333	FAC MAINT WRK II	26.87	28.22	29.64	31.13	32.69	55,889.60	58,697.60	61,651.20	64,750.40	67,995.20
334	MAINTENANCE WRK I	23.41	24.59	25.82	27.12	28.48	48,692.80	51,147.20	53,705.60	56,409.60	59,238.40
335	MAINTANENCE WRK II	25.80	27.09	28.45	29.88	31.38	53,664.00	56,347.20	59,176.00	62,150.40	65,270.40
339	STREET MAINT LEADWORKER	28.18	29.59	31.07	32.63	34.27	58,614.40	61,547.20	64,625.60	67,870.40	71,281.60
343	COMMUNITY DEVELOPMENT TECHNICIAN	29.03	30.49	32.02	33.63	35.32	60,382.40	63,419.20	66,601.60	69,950.40	73,465.60
344	RECREATION PROGRAM COORDINATOR	26.75	28.09	29.50	30.98	32.53	55,640.00	58,427.20	61,360.00	64,438.40	67,662.40
345	PERMIT TECHNICIAN	31.90	33.50	35.18	36.94	38.79	66,352.00	69,680.00	73,174.40	76,835.20	80,683.20
346	ENGINEERING TECH I	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
347	ENGINEERING TECH II	33.30	34.97	36.72	38.56	40.49	69,264.00	72,737.60	76,377.60	80,204.80	84,219.20
348	LEAD PARK AND ABATEMENT SPECIALIST	24.55	25.78	27.07	28.43	29.86	51,064.00	53,622.40	56,305.60	59,134.40	62,108.80
349	ACCOUNTING SPECIALIST	28.71	30.15	31.66	33.25	34.92	59,716.80	62,712.00	65,852.80	69,160.00	72,633.60
350	DUAL OPERATOR I	31.32	32.89	34.54	36.27	38.09	65,145.60	68,411.20	71,843.20	75,441.60	79,227.20
351	DUAL OPERATOR II	32.91	34.56	36.29	38.11	40.02	68,452.80	71,884.80	75,483.20	79,268.80	83,241.60
352	DUAL OPERATOR III	36.77	38.61	40.55	42.58	44.71	76,481.60	80,308.80	84,344.00	88,566.40	92,996.80
353	DUAL OPERATOR IV	38.57	40.50	42.53	44.66	46.90	80,225.60	84,240.00	88,462.40	92,892.80	97,552.00
354	LEAD DUAL OPERATOR	41.64	43.73	45.92	48.22	50.64	86,611.20	90,958.40	95,513.60	100,297.60	105,331.20
401	PUBLIC SAFETY DISP CLERK	31.31	32.88	34.53	36.26	38.08	59,196.80	62,171.20	65,291.20	68,556.80	71,988.80
402	PUB SAFETY DISPATCH SUPER	38.31	40.23	42.25	44.37	46.59	74,464.00	78,187.20	82,097.60	86,216.00	90,542.40
403	POLICE OFFICER	44.21	46.43	48.76	51.20	53.76	85,924.80	90,230.40	94,744.00	99,486.40	104,478.40
405	POLICE SENIOR	49.49	51.97	54.57	57.30	60.17	96,200.00	101,025.60	106,080.00	111,384.00	116,958.40
406	POLICE SERGEANT	57.62	60.51	63.54	66.72	70.06	112,008.00	117,624.00	123,510.40	129,688.00	136,177.60
407	POLICE RECRUIT	26.42	-	-	-	-	-	-	-	-	-
501	COMMUNITY SERVICES OFFICE	20.97	22.02	23.13	24.29	25.51	43,617.60	45,801.60	48,110.40	50,523.20	53,060.80
502	EVIDENCE & PROPERTY TECHNICIAN	23.23	24.40	25.62	26.91	28.26	48,318.40	50,752.00	53,289.60	55,972.80	58,780.80
503	RECORDS TECHNICIAN	20.75	21.79	22.88	24.03	25.24	43,160.00	45,323.20	47,590.40	49,982.40	52,499.20
703	IT SUPPORT ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80

Proposed 9.3.25 FY 26/27 Salary Schedule

		Hourly	Hourly	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual	Annual
	Position	Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
704	PAYROLL SPECIALIST	33.76	35.45	37.23	39.10	41.06	70,220.80	73,736.00	77,438.40	81,328.00	85,404.80
705	EXECUTIVE ASSISTANT	28.38	29.80	31.29	32.86	34.51	59,030.40	61,984.00	65,083.20	68,348.80	71,780.80
706	HUMAN RESOURCES ANALYST	42.85	45.00	47.25	49.62	52.11	89,128.00	93,600.00	98,280.00	103,209.60	108,388.80
707	HUMAN RESOURCE TECHNICIAN	27.70	29.09	30.55	32.08	33.69	57,616.00	60,507.20	63,544.00	66,726.40	70,075.20
801	RECREATION LEADER II	16.50	17.33	18.20	19.11	20.07					
802	RECREATION LEADER III	17.33	18.20	19.11	20.07	21.08					
803	COMM SERVICE OFFICER	16.50	17.33	18.20	19.11	20.07					
804	NUTRITION COORDINATOR	16.50	17.33	18.20	19.11	20.07					
806	FACILITY ATTENDANT	18.95	19.90	20.90	21.95	23.05					
808	SENIOR COORDINATOR	22.34	23.46	24.64	25.88	27.18					
809	SECRETARY II	23.91	25.11	26.37	27.69	29.08					
810	POLICE RESERVE	26.70									
811	CITY INTERN	16.50	17.33	18.20	19.11	20.07					
816	PARK ABATEMENT SPECIALIST	21.05	22.11	23.22	24.39	25.61					
818	POLICE CADET	16.50	17.33	18.20	19.11	20.07					
819	PW FIELD TECHNICIAN	16.50	17.33	18.20	19.11	20.07					
820	CRIMINAL INVESTIGATIVE ANALYST	40.66	42.70	44.84	47.09	49.45					
821	MECHANIC HELPER	16.50	17.33	18.20	19.11	20.07					
822	RECREATION LEADER I / CITY CORP TRAINEE	16.50	-	-	-	-					
823	CODE ENFORCEMENT INSPECTOR	33.22	34.89	36.64	38.48	40.41	69,097.60	72,571.20	76,211.20	80,038.40	84,052.80
900	COUNCILMEMBER	600.00	-	-	-	-					

MEMORANDUM OF UNDERSTANDING
SUPERVISORY & PROFESSIONAL ASSOCIATION

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and the Management: Supervisory & Professional Association, hereinafter designated "Association" or "Unit".

The City Manager, or his/her designee, is the representative for the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment for the employees in said Association; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the Association for the contract year ~~2023 - 2025~~2025-2027, commencing July 1, ~~2023~~2025, and continuing through June 30, ~~2025~~2027.

UNDERSTANDING AND AGREEMENTS

The following understanding and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in the Management: Supervisory & Professional Association as represented by Association which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that the Association is the recognized employee organization for employees in that classification.

1.1 Non-Discrimination

The City and the Association stipulate that the provisions of this agreement will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, mental or physical disability, and/or any other category protected by federal or state law.

2. ASSOCIATION RIGHTS

2.1 Labor-Management Meetings

MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two (2) additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, Department Head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Consultation

During the term of this agreement, the City and Association agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as Association representatives as defined above.

2.2 Association Information

Association materials provided by the Association will be provided to eligible employees as a part of the new orientation process. The Association will be responsible for supplying materials.

2.3 Association Release Time

Supervisory & Professional Association designated members (maximum of 3) shall be allowed to utilize a cumulative total of twenty (20) hours per fiscal year of release time without loss of compensation or other benefits for Association business including, but not limited to meeting and conferring with representatives of the City on matters within the scope of representation. Release time shall be granted subject to minimum staffing requirements of the Department and is subject to Department Head or designee approval. When possible a seven (7) day advance notice shall be given to the Department Head or designee.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment, promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

3.1 Contracting Out Clause

In the event the City enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in the

Association, or the law provides for the transfer of functions now being performed by employees in the Association to another public or private agency, the City will advise such public or private entity of the existence and terms of the Memorandum of Understanding and will immediately advise the Association of such agreement by law. In addition, the City will consult with the employer absorbing the City function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the City Manager will arrange within five (5) business days to meet with representatives of the Association to advise them of the action.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions, or when there is any major assignment of functions from one department to another or to another agency, the City will make an intensive effort to either reassign or transfer affected employee to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

3.2 No Strike or Lockout

The City and the Association agree that the City will not lockout employees and that the Association will not engage in labor practices detrimental to providing services to the citizens of Santa Paula or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and Association further agree that all matters of controversy within the scope of this agreement will be settled by established grievance procedures or other remedies provided by law. The Association acknowledges that violation of above may be just cause for disciplinary action, including termination.

4. SALARY COMPENSATION

Effective the first full pay period following July 1, ~~2023~~ 2025 ratification of this Agreement by the Supervisory & Professional Association and adoption of the Agreement by the City Council, Unit employees shall:

a. Effective the first day of the first full pay period following July 1, 2025, Unit employees shall receive a ~~five~~ three percent (3~~5~~.0%) ~~cost of living~~ adjustment to base wages/salaries.

b. Effective the first full pay period following July 1, ~~2024~~2026, Unit employees shall receive a ~~four~~ three percent (~~4~~3%) ~~cost of living~~ adjustment to base wages/salaries.

c. If the parties reach agreement by September 1, 2025, the market salary changes agreed to will be retroactive to the first day of the pay period following July 1, 2025.

d. Salary Survey Implementation: In addition to the general wage increases above, the City will implement increases to the top of the wage schedule for the classifications represented by SPA as follows:

- Effective the first day of the pay period following July 1, 2025, or on the first day of the pay period following ratification of this Agreement by SPA and adoption of the Agreement by the City Council, whichever is later, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the total percentage that the 2025 salary survey shows the classification is below market.

- Effective the first day of the first full pay period following July 1, 2026, the City will provide a market adjustment for each classification represented by this bargaining unit by twenty-five percent of the percentage that the 2025 salary survey shows the classification is below market.

A one-time, non-pensionable bonus will be distributed to all full-time employees who worked the entire previous fiscal year (July 2024 to June 30, 2025) and who are still active employees at the time the bonus is paid. The bonus shall be paid no later than the pay period that includes November 30, 2025. Such bonus will be up to, but not to exceed, two percent (2%) of the employee's base salary as of the close of the previous fiscal year.

This provision is not designed as a permanent program. In light of the four-year timeline for implementation of the compensation study, this retention bonus helps to keep and to recognize those employees who have been working for the City over the past year and during the upcoming MOU period.

~~In addition, a $1500.00 Retention Bonus will be payable in the first pay period in December 2023 for employees employed with the City from at least January 3, 2023 to December 1, 2023. A second $2000.00 Retention Bonus will be payable in the first pay period in December 2024 for employees who received the first retention bonus and are still employed by the City as of December 1, 2024. These bonuses are not added to base salary and are not PERSable compensation.~~

4.1 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee.

4.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period would be deemed satisfactory and entitled to any merit increase due them and said increase would be retroactive to the employee's anniversary date.

4.3 Salary Schedule

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A herein.

4.4 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, and cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by eighty (80).

4.5 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half (1 ½) times the employee's regular rate of pay to the nearest quarter hour.

4.6 Direct Deposit

All employees are required to use direct deposit in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of one hundred sixty-eight (168) consecutive hours, seven (7) consecutive twenty four (24) hour periods.

5.2 Regular Work Day

The regular working day of employees observing a 5/40 (forty (40) hour work week) work schedule is eight (8) hours of work within a period not to exceed nine (9), consecutive hours, interrupted by a lunch break of no less than one-half (½) hour, nor more than one (1) hour.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of no less than one-half (½) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the Department Head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (½) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed eleven (11) hours, interrupted by a lunch break of no less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Association. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

An employee and a supervisor may agree to incidental flex time in which an employee works variable work hours with corresponding flex hours off. All requests and approvals shall be in writing. Non-exempt employees must take all flex hours off within the forty (40) hour work week in which the variable hours are worked. Exempt employees must take all flex hours off within the eighty (80) hour work period in which the variable hours are worked. Employees who participate in an incidental flex time arrangement shall waive daily overtime for the time designated as flex time worked. Flex time may not be used to supplement or replace holiday leave pay.

5.3 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to Association members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

5.4 Regular Work Period

For employees on the 9/80 schedule, a regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period, beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8:00 a.m. and end at 5:00 p.m. Unless otherwise approved by the Department Head, the regular work day for employees observing a 9/80 schedule shall begin no earlier than 6:30 am and end no later than 6:30 pm on those days when the regular

working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the Department Head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

The City may reopen negotiations at any time during the term of the MOU to discuss 4/10 work schedule.

6. OVERTIME

6.1 Overtime Definition

Non-exempt employees are eligible for overtime compensation. Overtime is defined as all hours worked in excess of an employee's regularly scheduled forty-hour workweek. For purposes of determining OT, "hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time off, compensatory time off, vacation leave, jury duty, bereavement leave, sick leave and leave without pay. Holiday hours will be considered "hours worked" for purposes of eligibility for calculating overtime.

Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. "Hours worked" means hours the employee actually worked as defined by the FLSA and expressly excludes paid time for compensatory time off, vacation leave, jury duty, bereavement leave, sick leave and leave without pay for the purpose of calculating eligibility for compensatory time. A maximum of forty hours of compensatory time may be accrued in a calendar year.

6.2 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

6.4 Callback

Employees who have completed a full shift and are called back for emergency overtime work, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two (2) hours pay" includes all call backs occurring within the two (2) hour minimum period; therefore, the "minimum of two (2) hours pay" is not compensated on a "per occurrence" basis. The City has the exclusive right to determine the need for call back and the time of call back.

7. SHIFT DIFFERENTIALS

7.1 Shift Differential

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m. will be paid a shift differential at a rate of five percent (5%) above his or her current base step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers' compensation calculations will be determined in accordance with the provisions of the FLSA.

7.1.1 Flex Time

Employees on flex time or who work between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

7.2 Work In Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following eighty (80) consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding twelve (12) months, and there are at least seven (7) consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent (5%) greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the Department Head.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to three thousand, five ~~dollars~~hundred dollars ($3,~~000~~500) per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval. All approvals will be based on staffing levels of the department and effect of city operations.

8.2 Uniform and Equipment Allowance

Effective the first full pay period following adoption of the Agreement by the City Council, Classifications that are required to have and maintain a uniform and shall receive an allowance in the amount of $~~22.12~~24.32 bi-weekly ($~~575.00~~632.50 annually). Uniform allowance is to be used exclusively for the purchase of trousers and maintenance of uniforms (laundry, repairs, etc). Unit employees must abide by department uniform standards when purchasing trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed five (5) shirts in a fiscal year. Repair and/or replacement of uniforms and equipment damaged as a result of negligence or wear. The Department Head or designee will make a complete investigation of each incident and will submit findings and recommendations, including recommended amount of repayment to the City Manager. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Non-prescription safety glasses, gloves, vests, hard hats, and ear protection will be distributed on an as needed basis.

8.2.1 City Contribution–Safety Glasses

All represented employees who wear prescription glasses and are required to wear safety glasses will be issued a purchase requisition not to exceed the amount of two

hundred ~~fifty~~ seventy five dollars ($~~250~~275.00) to a vendor selected by the City when new or replacement prescription safety glasses are required. One (1) pair of safety glasses will be provided as required every year. Represented employees may request an additional early replacement for damaged, destroyed or lost prescription safety glasses, provided they submit a written request to the Department Head or designee for approval. The following positions currently receive safety boot allotment: Fleet Supervisor, Parks and Facilities Supervisor, Streets Supervisor, and Emergency Services Coordinator.

8.2.2 City Contribution–Safety Boots

All represented employees required to wear safety boots as determined by the Department Head will be issued a purchase requisition in the amount of three hundred thirty dollars ($~~300~~330.00) to a vendor selected by the City when replacement safety shoes are required. Shoe specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All represented employees required to wear safety boots may request one (1) additional pair of safety boots, provided they submit a written request to the Department Head or designee for approval. The following positions currently receive safety boot allotment: Fleet Supervisor, Parks and Facilities Supervisor, Streets Supervisor, and Emergency Services Coordinator.

8.3 Bilingual Pay

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. All eligible employees will receive ($780) per year, thirty dollars ($30) per pay period.

8.4 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees work time.

8.5 Certificates and Licenses:

The City shall pay for the initial examination and renewal of the following certificates, licenses or endorsements on a reimbursement basis upon receipt of original certificates and licenses, or endorsement:

A. Arborist

9. HOLIDAYS

9.1 Holiday Listing

The City will provide employees with a Holiday Leave Bank that matches their approved scheduled work week.

On January 1st of each year, unit personnel will receive a Holiday Leave Bank to be used exclusively for City observed holidays as follows:

- 36 hours for employees on a 9/80 schedule
- 40 hours for employees on a 4/10 schedule

On January 1st of each year, unit personnel will also receive a Floating Holiday Leave Bank of eighteen (18) hours.

On July 1st of each year unit personnel will receive a Holiday Leave Bank to be used exclusively for City-observed holidays as follows:

- 72 hours for employees on a 9/80 schedule
- 80 hours for employees on a 4/10 schedule

~~On January 1st of each year, unit personnel will receive a Holiday Leave Bank of thirty-six (36) hours of paid straight time to be used exclusively for City observed holidays and a Floating Holiday Leave Bank of eighteen (18) hours. On July 1st of each year, unit personnel receive a Holiday Leave Bank of seventy-two (72) hours paid at straight time to be used for holidays~~. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation, sick and compensatory leave may be used for, as long as prior approval is obtained from the supervisor.

Any extra floating holiday hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday or Floating Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, non-exempt unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. Employees would not have the option of working when the City was closed for a holiday if they did not have any leave time available. The following days are considered holidays:

New Year's Day - January 1

Martin Luther King Day - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day- November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31
Two (2) floating holidays

New Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at nine (9) hours per holiday) that have already been observed. Floating Holiday Leave hours will be pro-rated accordingly to the employees hire date.

10. VACATION

10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. An employee may accumulate up to a maximum of two-hundred eighty (280) hours accrued Vacation Leave. Any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred eighty (280) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years, but less than twenty-five years:	180 hours
Twenty-five or more years:	200 hours

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of Department Head.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first (1st) day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the two hundred forty (280) hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.2.6 Administrative/Compensatory Time/Vacation Leave Buyback

Unit employees may buyback vacation, compensatory time and/or administrative leave with continuous years of service as follows:

Less than five years:	up to 40 hours
Five years, but less than 10 years:	up to 60 hours
More than 10 years:	up to 80 hours

In order to be eligible to buyback vacation, compensatory time, and/or administrative leave, employees must meet the following criteria:

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.

2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.

3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1 General

11.1.2 Usage

Employees may use their accumulated sick leave immediately after it has been earned.

Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

Employees may use their accumulated sick leave for absence due to the following specified reasons:

1. Illness, injury, or health appointment of the employee.

2. Exposure of the employee to a contagious disease.

3. Illness, injury, or health appointment of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.

4. To maintain a full paycheck while the employee is receiving worker's compensation benefits.

5. Other reasons as approved by the Personnel Officer or designee.

11.1.3 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.1.4 No Maximum on Sick Leave Accrual

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Accumulated sick leave may be credited to an employee's length of service upon retirement from the City of Santa Paula and will become part of the calculation upon which PERS retirement benefits are established, in accordance with PERS regulations. Effective January 1, 2008, unit employees will no longer be subject to any maximum on sick leave accrual.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation, admin leave and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation leave to less than forty (40) hours.

2. All such transfers shall be approved by the Personnel Officer or his/her designee.

3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose, only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement Leave

Leave with pay up to five (5) working days per incident of death, but not to exceed 80 hours in a fiscal year, shall be granted by the Department Head in case of the death or serious illness of an immediate family member as specified in the City's Personnel Rules and Regulations.

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

11.4 Maternity and Paternity Leave

Maternity and Paternity Leave will be granted to eligible employees in accordance with the current Family and Medical Leave Act (FMLA). Eligible employees shall charge time-off against any accumulated leave, including sick leave.

11.5 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.6 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.7 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. ADMINISTRATIVE LEAVE

Exempt Unit employees (not eligible for overtime) shall receive an Administrative Leave bank bi-annually for a total of sixty (62) hours per calendar year, and may carry a maximum of ~~24~~ 31 hours into the following calendar year. Eligible Unit employees will receive an admin leave bank of 31 hours each year on January 1st and July 1st. Administrative leave has no cash value and is not paid out to terminating employees.

13. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.

If the employee is not able to return to work after three (3) calendar days of Industrial Leave following the day of the injury or illness, the employee shall then be eligible for leave under the Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and

reported injury, the employee has the right to be treated by a doctor of his/her choice.

13.1 Modified Duty

City and Association agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Section 3.4F. After a review of the doctor's release to return to work, the employee's capabilities and the needs of the City may result in assignment to another Department.

14. SPECIAL LEAVE

14.1 Miscellaneous Leave with Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

14.2 Leave of Absence without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves. Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

14.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave, Section 7.7".

15. BENEFITS AND INSURANCE

15.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance.

Effective the first full pay period of December ~~2023~~2025, the City shall provide $~~1350~~ 1550 per month ($~~675~~775.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Effective the first full pay period of December ~~2024~~2026, the City shall provide $~~1450~~ 1650 per month ($~~725~~825.00) for each Unit employee towards the City's health insurance reimbursement plan (Cafeteria Plan).

Employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive a maximum opt out allowance of $1000.00 per month. Employees who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $1,000, shall be eligible to cash out the difference between $1,000 and the cost of the premium.

Employees hired after July 1, 2021 electing to opt out of medical coverage will receive a maximum opt out allowance of $500.00 per month. Employees hired after July 1, 2021 who use cafeteria benefit plan funds to purchase City health insurance and whose health insurance premium is less than $500, shall be eligible to cash out the difference between $500 and the cost of the premium.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment period, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit.

15.2 City Matching Contribution to Deferred Compensation Plan

City agrees that effective in the first full pay period by January 2024, or earlier if the City can implement this provision earlier, the City shall provide a matching contribution to an employee's deferred compensation plan of up to one percent (1%) of the employee's base salary. For example, if an employee earns $50,000 base salary per year and contributes $25 into their deferred compensation plan each pay period for a total of $650 annual contribution, the City will contribute $500 annually to the employee's deferred compensation plan. $500 is one percent of $50,000. If the employee contributes $10 per pay period for a total of $260 annually, the City shall contribute $260 to the employee's deferred compensation account.

15.3 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first (1st) of the month following date of employment. Deductions for benefits shall be made one (1) month in advance for which coverage is provided.

15.4 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

15.5 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

15.6 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City.

The City reserves the right to discontinue the following two (2) options within the Section 125 Plan at the conclusion of the Plan year on October 31st, if there is insufficient City-wide employee participation to break even on administrative costs: 1) the optional dependent care assistance program and 2) the health care reimbursement plan. In the current FSA Plan year, the City will pay the annual fee and the monthly employee administrative fee for these two (2) options. Should fewer than ten (10) employee's Citywide sign-up for these two (2) options for the new Plan year beginning November 1st. The City reserves the right to discontinue its participation in the optional dependent care assistance program and health care reimbursement plan portion of the Section 125 Plan.

15.7 State Disability Insurance (SDI)

The City shall participate in the employee-paid State Disability Program (SDI) for represented Unit employees pursuant to applicable State Regulations and the following provisions, within 90 days of the adoption of this Agreement.

A. For purposes of this section only, the term "employee" shall include regular employees assigned to Supervisory & Professional Association classifications.

B. If the bargaining unit chooses to withdraw from SDI after required two (2) years, membership must present a majority petition indication such desire.

C. All Unit employees will be automatically enrolled in SDI and premiums will be deducted from paycheck.

D. The City will be responsible for making payments to SDI on behalf of Unit employees and for all any reporting requirements.

E. SDI is not a City-provided or administered benefit. Unit employees will be responsible for filing claims and requesting updates through SDI of their claim status. If an employee has an SDI question, they will be required to contact SDI directly at (800) 480-3287 or go to their website at www.edd.ca.gov.

F. Per State Regulation benefits for employees not previously covered by SDI shall become effective seven (7) months after enrollment.

15.8 Long Term Disability

The City provides a Long-Term Disability Insurance Program to all Association employees at City expense.

15.9 Life Insurance

The City provides group term life insurance coverage of $100,000 for each employee, and $5000 for eligible dependents of each such employee at City expense.

16. RETIREMENT

16.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

A. For "Miscellaneous" employees hired prior to January 1, 2013, and for miscellaneous employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Employees' Pension Reform Act of 2013 (PEPRA).

Miscellaneous members hired prior to March 20, 2006 will be provided with the 2.5% @ 55, Tier One (1) service retirement formula;

Miscellaneous members hired after March 20, 2006 will be provided with the 2% @ 55, Tier Two (2) service retirement formula;

The retirement allowance will be computed on the highest one (1) year of compensation.

B. For "Miscellaneous" employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA.

Miscellaneous members will be provided with the 2 % @ 62 service retirement formula;

The retirement allowance will be computed on the average of the employee's final three (3) years of compensation.

All New Members (as defined by PEPRA) hired by the City on or after January 1, 2013 will pay the full employee contribution, which will be one-half the normal cost rate as determined by CalPERS.

All Classic Members (as defined by PEPRA) will pay the full member contribution.

17. WORKING CONDITIONS

17.1 Safe Working Conditions/General Safety Committee

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Association is authorized to have one-member representative (and one alternate) to serve on the General Safety Committee. The Association will be responsible for providing the names of the member and one alternate to the City.

17.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

17.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

17.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

17.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

17.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days

before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

17.7 Layoff Procedure

Until such time as the parties have met and conferred regarding an alternative, the City will continue to use its existing rules as a layoff procedure whenever a layoff affects members of the unit.

17.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off" period of three (3) working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the third (3rd) business day of the "cooling off" period. An employee who timely rescinds his or her resignation during the "cooling off" period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17.9 Employer-Employee Relations Committee

The City and the Association agree to establish a City-wide Employer-Employee Relations Committee, represented by labor and management, to meet on request or on a quarterly basis to discuss departmental and City issues, problems, and general administrative matters.

18. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy.

19. CONCERTED ACTIVITIES

19.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

19.2 No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Association or by its officers, agents or members. The Association agrees that neither the Association nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

19.3 Lockout

The City agrees not to engage in any lockout.

19.4 Court Enforcement

Furthermore, the Association and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

20. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

21. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

22. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter covered by this Agreement.

It is recognized that during the term of this agreement, it may be necessary for the City to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When the City finds it necessary to make such changes, it shall notify the Association in writing indicating the proposed change before it is implemented. If the Association requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Association does not request negotiations, the change may be implemented. If the Association does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit City's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, City will notify the Association of such changes as soon as practicable.

23. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, sex or national origin or other protected basis.

24. TERM

This Agreement shall be in effect from July 1, ~~2023~~ 2025 through June 30, ~~2025~~2027. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice (April 1st) prior to the yearly anniversary date, to terminate or modify this Agreement. The City and the Management: Supervisory & Professional Association both agree to initiate labor negotiations three months prior to the expiration date of the contract.

25. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Association membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Association or the City Manager to the City Council for the period of the MOU, except as mutually agreed upon by the Association and the City Manager.

SUPERVISORY & PROFESSIONAL ASSOCIATION	CITY OF SANTA PAULA
_____	_____
Ruth Juanes	Irma Rodriguez Moisa Chief Negotiator
_____	_____
Ulises Valenzuela	Lorena Alvarez Human Resources Manager
_____	

Kate Watkins

Supervisory and Professional Association

Position Classifications:

Number/Position Title
250 - Supervisory & Professional

268 - Accountant
275 - Administrative Analyst I
280 - Administrative Analyst II
258 - Assistant Planner
263 - Associate Planner
259 - Engineering Tech Sr.
278 – Fleet Supervisor
265 - Management Analyst
274 - Records Supervisor
276 – Recreation Supervisor
277 – Parks & Facilities Supervisor
Senior Administrative Analyst
279 – Streets Supervisor
281 – Associate Engineer
282 – Emergency Services Coordinator
283 - City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: J. Frank Ramirez Almazan, Water Operations Superintendent

Subject: WATER ENTERPRISE PURCHASE OF 2025 VERMEER CV573SGT HYDRO EXCAVATOR TRAILER VIA SOURCEWELL COOPERATIVE CONTRACT

Date: September 3, 2025

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Consent to entering into a contract for the purchase of one (1) 2025 Vermeer CV573SGT Hydro Excavator Trailer offered through the Sourcewell cooperative purchasing program, and

2. Authorize the purchase in an amount not to exceed $75,932.33 (including taxes and fees).

BACKGROUND:

The City’s Public Works Water Division crews frequently perform excavations for the maintenance and repair of the City's water system, including valves, services, and mainlines. Traditional excavation methods, such as hand digging or backhoe use, carry significant risks to underground infrastructure and increase the potential for utility strikes, property damage, and worker injury.

Hydro excavation provides a non-destructive alternative by using pressurized water and a vacuum system to safely expose underground utilities. This method is particularly beneficial for working in areas near other underground utilities.

Hydro excavation will minimize the amount of backhoe and manual digging required, lowering the risk of soft tissue injuries and potential for damage of other utilities.

The 2025 Vermeer CV573SGT Hydro Excavator Trailer includes a 500-gallon spoil tank, 300-gallon water tank, 38 HP Kohler EFI gas engine, 1,000 CFM vacuum blower, and 3,000 PSI high-pressure water system. These specifications provide adequate capacity and performance for utility scale excavation while maintaining portability and versatility for use throughout the City.

ANALYSIS:

The acquisition of this hydro excavator trailer will deliver the following operational benefits:

1. Enhanced Safety: Minimizes risk of underground utility strikes and reduces manual digging, directly improving crew safety.

2. Operational Efficiency: Faster and cleaner exposures of underground utilities reduce downtime and speed up repairs.

3. Lower Repaving Costs: Smaller, more precise excavations minimize roads disruption, reducing costs for backfill and patching.

4. Versatility: The Trailer configuration does not require commercial driver's license and allows deployment with existing City fleet vehicles.

Procurement through the Sourcewell cooperative purchasing program complies with Santa Paula Municipal Code §41.11.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, approval of this item supports City Council's goal of maintaining and accelerating the City's infrastructure to be safe, sustainable, resilient, and cost-efficient under Section A. Infrastructure, Transportation and Mobility.

FISCAL IMPACTS:

Funding for this purchase is included in the adopted Fiscal Year 2025-2026 budget in Account #620-5-5072-610.

OPTIONS:

The Council has the following available alternatives:

1. Direct staff to obtain additional quotes or evaluate alternate equipment.

2. Do not approve the purchase and provide direction to staff.

ATTACHMENTS:

Exhibit A - Vermeer CV SGT Series Vacuum Trailer Brochure.pdf
Exhibit B - Vermeer CV573SGT Quote.pdf

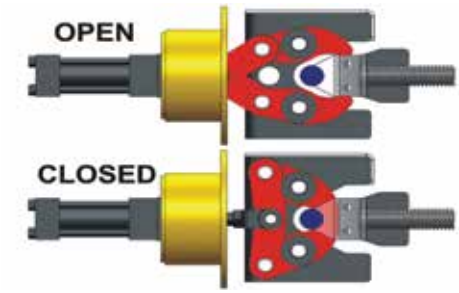
EXHIBIT A

Vermeer CV SGT Series Vacuum Trailer Brochure

CV SGT VACUUM EXCAVATOR

VAC-TRON SERIES

0.5 MICRON FILTRATION Cyclonic filtration separator as well as a secondary filter to clean the air down to 0.5 microns.



REAR HYDRAULIC CLAW DOOR Rear hydraulic claw door has an over center locking mechanism for a simple no fuss positive lock and unlock.

POLYMER LINER The polymer liner inside the debris tank on the bottom half makes for easy dumping and cleanout.

STRONG ARM (OPTION) With 270-degree rotation, the strong arm supports the weight of the vacuum hose and the roller head makes handling much easier by allowing smooth, fluid movements and adjustments.

REVERSE PRESSURE Reverse Pressure to off-load liquids and dislodge debris in hose is standard.

I BEAM TRAILER Units are built from start to finish at our factory, including the trailer which consists of a sturdy I-Beam construction.

DIMENSIONS-TRAILER	573 SGT	873 SGT	1273 SGT
Length	228" (579 cm)	246" (625 cm)	248" (630 cm)
Width	93" (236 cm)	97" (246 cm)	102" (259 cm)
Height	89" (226 cm)	89" (226 cm)	122" (310 cm)
Empty Weight	4,850 lbs (2,200 kg)	5,350 lbs (2,427 kg)	7,350 lbs (3,334 kg)
GVWR	9,995 lbs (4,534 kg)	14,000 lbs (6,350 kg)	24,000 lbs (10,886 kg)
Trailer Axles	(2) 7,000 lbs (3,175 kg)	(2) 7,000 lbs (3,175 kg)	(2) 12,000 lbs (5,443 kg)
ENGINE	**573 SGT**	**873 SGT**	**1273 SGT**
Make and Model	Kohler EFI Gas	Kohler EFI Gas	Kohler EFI Gas
Horsepower	38 hp (28.3 kw)	38 hp (28.3 kw)	38 hp (28.3 kw)
Fuel Tank Capacity	15 gal (56.8 L)	15 gal (56.8 L)	15 gal (56.8 L)
Enclosure	N/A	N/A	N/A
WATER TANK	**573 SGT**	**873 SGT**	**1273 SGT**
Water Tank Capacity	200 gal (757.1 L)	300 gal (1,135.6 L)	400 gal (1,514.2 L)
Number of Tanks	2	2	2
High Pressure Pump Flow Rate	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)
High Pressure Pump	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)
High Pressure Hose Length	50' (15.2 m)	50' (15.2 m)	50' (15.2 m)
Low Water Shut Off	Electric	Electric	Electric
SPOIL TANK	**573 SGT**	**873 SGT**	**1273 SGT**
Spoil Tank Capacity	500 gal (1,892.7 L)	800 gal (3,028.3 L)	1,200 gal (4,542.5 L)
Door Type	Hydraulic	Hydraulic	Hydraulic
Tank Lift Type	Hydraulic	Hydraulic	Hydraulic
VACUUM	**573 SGT**	**873 SGT**	**1273 SGT**
Type of Filters	0.5 Micron Filtration	0.5 Micron Filtration	0.5 Micron Filtration
Hose Length	30' (9.1 m)	30' (9.1 m)	30' (9.1 m)
Hose Width	4" (10.2 cm)	4" (10.2 cm)	4" (10.2 cm)
Vacuum	1,000 cfm (28.3 cm m/min)	1,000 cfm (28.3 cm m/min)	1,000 cfm (28.3 cm m/min)
Vacuum Blower Type	PD Blower	PD Blower	PD Blower
Vacuum Mercury	14" hg (.5 bar)	14" hg (.5 bar)	14" hg (.5 bar)
CONTROL PANEL	**573 SGT**	**873 SGT**	**1273 SGT**
Controls	Curbside	Curbside	Curbside
Gauges	Analog	Analog	Analog

OPTIONS (FOR ALL)

- **Strong Arm**
- **Recirculation Kit**
- **In-Tank Wash Out System**
- **Hydraulic Jack**

Specifications subject to change without notice.

Vac-Tron Equipment, LLC reserves the right to make changes in engineering, design and specifications; add improvements; or discontinue manufacturing at any time without notice or obligation. Equipment shown is for illustrative purposes only and may display optional accessories or components. Please contact your local Vermeer dealer for more information on machine specifications. Vermeer, the Vermeer logo and Vermeer MV Solutions are trademarks of Vermeer Manufacturing Company in the U.S. and/or other countries. Vac-Tron is a trademark of Vac-Tron Equipment, Inc. © 2019 Vac-Tron Equipment, Inc. All Rights Reserved. Printed in the U.S.A. Please recycle.

Vermeer

EQUIPPED TO DO MORE.®

EXHIBIT B

Vermeer CV573SGT Quote

Retail Purchase Order

RDO Equipment Co.
701 N. Rice Ave
OXNARD CA, 93030
Phone: (805) 366-0070 - Fax: (520) 573-1295

WARNING
Warning: Cancer and Reproductive Harm.
For more Information go to:
www.P65Warnings.ca.gov

Bill To:
CITY OF SANTA PAULA
903 CORPORATION ST
SANTA PAULA, CA, 930603032
VENTURA ()
(805) 933-4292

Ship To:
CITY OF SANTA PAULA
903 CORPORATION ST
SANTA PAULA, CA, 930603032
(805) 933-4292

Purchase Order Date:	8/21/2025
Purchase Order #:	1924347
Purchaser Account #:	4292027
Customer Purchaser Type:	
Customer Market Use:	
Location of First Working Use:	SANTA PAULA, CA, 930603032
Dealer Account Number:	65210
Account Manager:	Nathan Bowker
Phone:	1 (820) 348-3904
Fax:	
Email:	NBowker@rdoequipment.com

Comments

Sourcewell Member ID# 2428
Sourcewell Public Utility Contract# 110421-VRM

This proposal is for the Vermeer CV573SGT 500gal, gas engine, 1000 CFM blower with 4 inch suction hose vacuum trailer.

Standard equipment included with the CV SGT vacuum trailers is listed below. Equipment options that are also quoted with this machine are listed in the equipment options section:

All CV SG Trailer Series Include: 38 HP Kohler EFI Gas Engine, 1000 CFM Vacuum Pump (High - CFM), Baghouse, Hydraulic Pump, Debris tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - high Pressure Water System, 15 Gallon Fuel Tank, Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Hydraulically operated full open and locking rear door, 30' Suction Hose and Suction Tool, Water Knife and Clean-up wand

Currently this unit is not in stock. The estimated factory completion date for the next on order unit we have for inventory is 09/29/25. This unit is scheduled to be sent to RDO Hayward, CA for inventory. If we receive a signed purchase order from your team before the shipping is scheduled for this machine from the factory, then we can re-route this unit to RDO Oxnard, CA which will allow us to not incur the $1700 trucking charge for transfer. Trucking begins scheduling when the machine is finished at the factory.

This unit is quoted with the standard Vermeer 1YR/1000HR parts and labor warranty. Below are the available extended warranty options:

2 YR PARTS WARRANTY $ 1,368.56
3 YR PARTS WARRANTY $ 2,684.84
2 YR PARTS & LABOR WARRANTY $ 2,235.28
3 YR PARTS & LABOR WARRANTY $ 4,058.63

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	WG162018/305476 Z184084	0	New 2025 VERMEER CV573SGT	$71,675.55
			Other - Price Increase Based on Estimated Delivery (October 2025)	$2,867.02
			Freight in Factory Freight	$2,200.00
			Prep / Reconditioning PDI	$1,500.00
			Other - Cam-locks to be installed on pothole tools & suction hose (no charge)	
			Customer Discount - Sourcewell Discount	($8,432.43)
			Warranty -Other MFG. Base-12 Months, 1000 Hours,Deductible: 0, Exp Date: 8/21/2026	
			Other - RDO Promise 1 Year Up-Time Guarantee*	
			Equipment Subtotal:	**$69,810.14**

Purchase Order Totals

Balance:	$69,810.14
Total Taxable Amount:	$66,110.14
CA STATE TAX:	$3,966.61
CA COUNTY TAX:	$165.28
CA CITY TAX:	$1,322.20
CA SPECIAL TAX:	$661.10
Sales Tax Total:	$6,115.19
CA Tire Fee:	$7.00
Sub Total:	$75,932.33
Cash with Order:	$0.00
Balance Due:	**$75,932.33**

Legal Information

For the Vermeer Equipment

Warranty Disclaimer and Limitation of Liability - EXCEPT FOR THE WARRANTIES EXPRESSLY AND SPECIFICALLY MADE HEREIN, RDO MAKES NO OTHER WARRANTIES, AND ANY POSSIBLE LIABILITY OF RDO HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RDO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT PROVIDED HEREUNDER. UNLESS OTHERWISE PROVIDED BELOW, THIS EQUIPMENT IS SOLD AS IS WITH NO WARRANTY PROVIDED.

For Deals with Trades - I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Product, as a 'trade-in' to be applied against the cash price. Such items(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

Purchase Agreement - I (we), the undersigned, hereby order from you the Equipment described above, to be delivered as shown above. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown above is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new increased taxes imposed upon the sale of the Equipment after the date of this order.

ACKNOWLEDGEMENTS - I (we) promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished and I (we) hereby grant a security interest to RDO Equipment Co. in the Equipment.

SIC Information - Please be advised that RDO has assigned its rights to sell construction rental equipment (as defined under SIC code #3531 and as described in this document) and the rights to sales proceeds (including “trade-in assets” related thereto) to North Star Deferred Exchange LLC. as part of IRC Sec. 1031 exchange.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in “AS IS” condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature) (Date Accepted)

(Authorized Signature of Dealer) (Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature) Date Accepted

(Account Manager's Signature) Date Accepted

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	WG162018/305476	2025 VERMEER CV573SGT	CVSGT3520 HYDRAULIC JACK CVSGT4010 STRONG ARM FOR CVSGT TRAILER CVSGT3601 4" HOSE AND TOOLING

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: PECK ROAD WATER MAIN REPAIR PROJECT

Date: September 3, 2025

Agenda Item: 10.F

RECOMMENDATION:

Staff recommends that the City Council:

1. Award a Construction Contract to Toro Enterprises, Inc. for the construction of the Peck Road Water Main Repair Project in the amount of $728,066.00 and authorize the City Manager to execute the contract in a form approved by the City Attorney;
2. Authorize the City Manager or his designee to approve contract change orders to the Construction Contract as required and verified by staff in an amount not to cumulatively exceed $145,613.00 (20% construction contingency) for the Peck Road Water Main Repair Project;
3. Authorize the City Manager or his designee to allocate a budgetary allowance not to exceed $30,000.00 for permits and inspection costs associated with approvals from Ventura County Watershed Protection District (VCWPD), Ventura County Transportation Commission (VCTC), and Sierra Northern Railway for the Peck Road Water Main Repair Project.

BACKGROUND:

The City's water system consists of a network of pipelines that provide domestic potable water delivery for the community. This water infrastructure is aged in excess of 100 years in many areas and in need of continuing repair to maintain service and function to the City's residences and businesses. The City's capital improvement program (CIP) and associated budget provides for the incremental replacement of aging infrastructure over time. However, from time to time more immediate measures are required to address water line repair and replacement due to breaks and leakage.

In December of 2022, City staff investigated leakage observed on Peck Road north of its intersection with Harvard Boulevard. Following excavation of the water main, the source of the leakage was determined to be under the Peck Road Drain facility, which is owned and operated by the Ventura County Watershed Protection District (VCWPD). The replacement of the water main will require the introduction of a steel casing that will allow for installation of a new water main that can be removed and replaced in the future without damage to the VCWPD box culvert structure above. The casing installation entails a "jack and bore" operation that requires excavation of boring and receiving pits on either side of the drainage

structure. The construction of the water main replacement, including the jack and bore installation, will require an encroachment permit from VCWPD, as well as a geotechnical investigation to assess the soils conditions in and around the drainage structure. This process is well understood from both the City and County perspective, as staff recently processed similar plans and approvals with VCWPD for the replacement of water and sewer mains under the Fagan Canyon Drain as part of the Harvard Boulevard Water and Sewer Main replacement project.

The project was originally advertised for bid in February 2023 following City Council approval of the project's Plans, Specifications & Estimate (PS&E), and bids were opened on Wednesday, March 29, 2023. On May 2, 2023 the Construction Contract for this project was awarded to J. Vega Engineering Inc. (Contractor) in the amount of $444,000.00. The contract was executed in December 2023 and the Contractor mobilized and began exploratory potholing in late January 2024. During the mobilization and exploratory process, it became evident that the project was not advancing and on April 16, 2024 the Contractor and City came to a mutual agreement to cancel any further construction activities and close out the contract. The project PS&E package was subsequently updated for re-bid and permitting underway from Ventura County Watershed Protection District (VCWPD) and Ventura County Transportation Commission (VCTC) and their rail operator Sierra Northern Railway.

Considerations in the construction process include excavations for water main replacement, protection of the existing Peck Road Drain facility, maintaining existing water/sewer utility function, railroad coordination and traffic management. Expected construction complexities of the project include a confined right of way and limited available work area for jacking and receiving pits, maintaining utility function and adjacent rail operations, and managing arterial traffic on Peck Road during construction. The duration of construction is expected to be approximately 6 months to complete the water main replacement.

ANALYSIS:

The project was advertised for bid on June 12, 2025 and bids were opened on July 24, 2025. Four contractors submitted bids: Cedro Construction, Inc., Toro Enterprises, Inc., Blois Construction, and Travis Agricultural Construction. Bids ranged in price from $723,045 to $1,094,590 and are summarized below.

No.	Contractor	Base Bid
1.	Cedro Construction, Inc.	$723,045.00
2.	**Toro Enterprises, Inc.**	**$728,066.00**
3.	Blois Construction	$944,688.00
4.	Travis Agricultural Construction	$1,094,590.00

Staff reviewed the received bids relative to bid specifications and required qualifications. Based on this review, staff identified that while Cedro Construction, Inc. was the lowest apparent bidder, their bid was considered non-responsive due to the failure to include a bid bond. Staff determined that Toro Enterprises, Inc. submitted the lowest responsive and responsible bid of $728,066.00 and recommends City Council award the contract to Toro

Enterprises, Inc. (Exhibit C), pursuant to Santa Paula Municipal Code §§ 56.04(1)(3) and 56.08(D), with an allowance for a 20% construction contingency of $145,613.00, for a total of $873,679.00. Toro Enterprises has completed multiple water main installation and replacement projects throughout the City, including the recent Mill Street and Harvard Water Main Replacement projects, and the contractor is considered reputable and well qualified for the required project scope.

VCWPD has completed their review of the project PS&E and is prepared to approve the encroachment permit for the jack and bore work, pending Council approval of the project contractor and submission of required insurance documentation. VCTC and Sierra Northern Railway will issue a separate right of entry agreement, with provisions for staff support and inspection during construction. This agreement and related deposits for staff time will be formalized pending Council approval of the project contractor. A budgetary allowance of $30,000.00 is requested at this time.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

Funding for the project's construction is provided in the FY 2025-2027 capital improvement budget, utilizing the proposed FY 2025-2027 Water Main Replacement budget. This budgetary summary is presented in Tables 1 and 2 below.

Table 1: Funding Sources – Water Main Replacement

2025-2027 CIP Program	Fund	Budget
CIP 9108 - Water Main Replacement	620 - Water Enterprise	$2,430,519
	Total =	$2,430,519

Table 2: Project Costs – Water Main Replacement

2025-2027 CIP Program	Account	Cost
Peck Road Water Line Repair Project (Construction)	620-5-9108-660	$873,697.00
VCTC/Railway Right of Entry/Inspection (Budgetary Estimate)	620-5-9108-295	$30,000.00
	Total =	$903,679.00

OPTIONS:

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

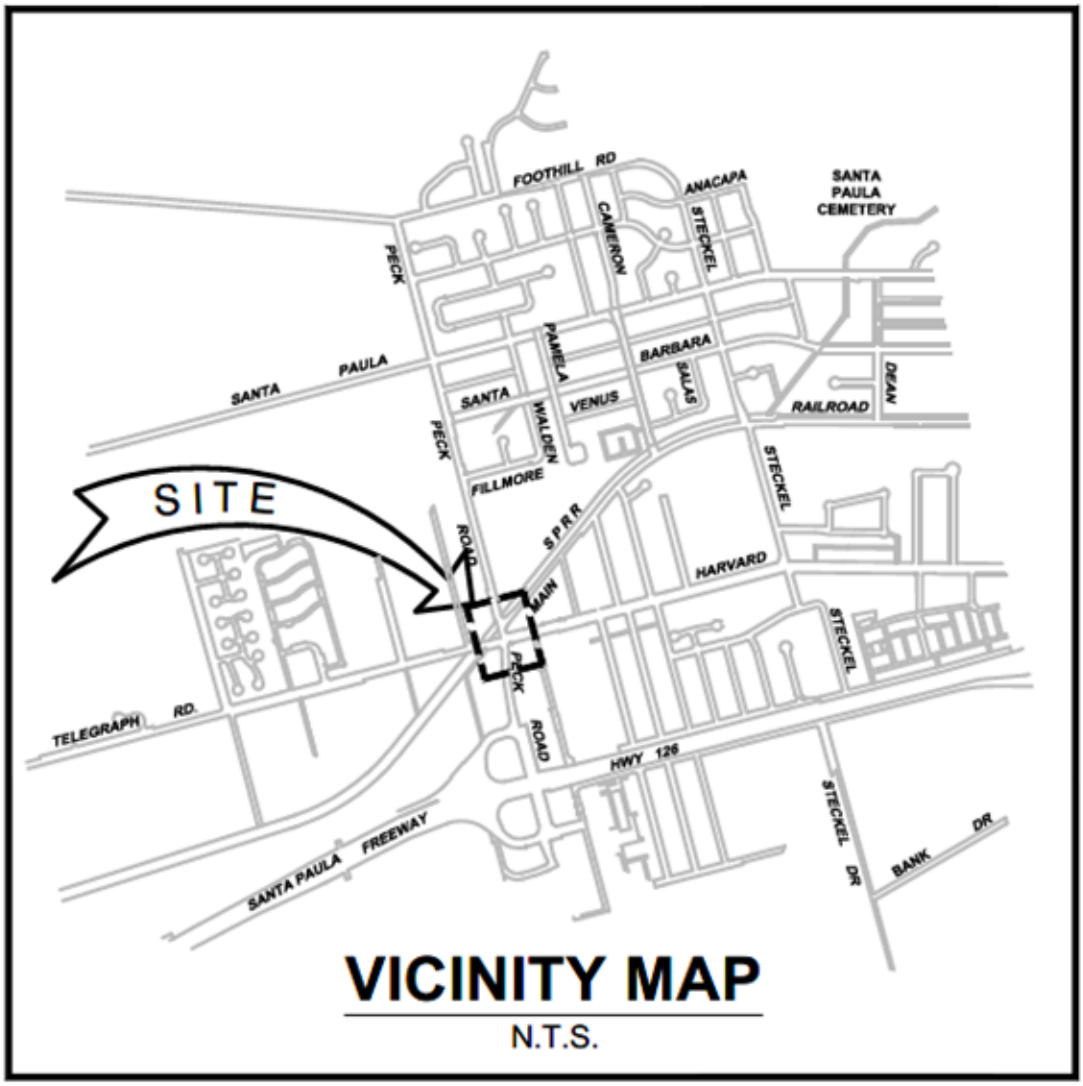
1. Do not approve the award of a construction contract to Toro Enterprises, Inc for the construction of the Peck Road Water Main Repair Project and direct staff to re-bid the project. This action would significantly delay critical infrastructure repair.

ATTACHMENTS:

EXHIBIT A - Project Location Map.pdf
EXHIBIT B - Peck Road Water Main Repair Project Bid Results.pdf
EXHIBIT C - PECK ROAD WATER MAIN REPAIR PUBLIC WORKS CONTRACT.pdf

EXHIBIT A

Project Location Map



VICINITY MAP

N.T.S.

EXHIBIT B

Peck Road Water Main Repair Project Bid Results

Phoenix Civil Engineering, Inc.

535 East Main Street Santa Paula, California 93060 805.658.6800
info@phoenixcivil.com www.phoenixcivil.com

Bob Woodward
Interim City Engineer
City of Santa Paula
866 E. Main Street
Santa Paula, CA 93060

August 22, 2025

City of Santa Paula – Peck Road Waterline Repair Project (9108) REBID – Analysis of Contractor Bid Submittals

Dear Bob -

On July 24,2025 the City received four construction bids for the above project. I have reviewed the bid packages and this letter summarizes my findings and recommendations.

The contractors that submitted bids on the project are Cedro Construction, Inc. (Cedro), Toro Enterprises, Inc. (Toro), Blois Construction (Blois), and Travis Agricultural Construction (Travis). The review process involved the following:

- Review the submitted bid package forms for completeness.
- Verify that the Addendum No. 1 paperwork was included in the bid.
- Review and verify the bid quantities and proposed costs.
- Review the status of the contractor's license and insurance on the State of California Contractor's State Licensing Board (CSLB) (www.cslb.ca.gov).
- Review the status of the Contractor's Department of Industrial Relations (DIR) registration.

I reviewed the bid package for the two lowest bidders, Cedro and Toro, to determine that the packages included the appropriate forms and were filled out correctly.

Page 2 of the Notice Inviting Bids requires that the Bidder be licensed as a Class A General Engineering Contractor by the California State Licensing Board. I have attached the information that was listed on the California State Licensing Board website for all bidders. The information shows that Cedro and Toro are licensed Class A General Engineering Contractors. Cedro's license is current through 3/31/26. Toro's license is current through 8/31/2025.

Page 12 of the Bid Forms require that a bid security (Bid Bond) be submitted for 10% of the bidder's bid. Cedro did not submit a bid bond or the associated paperwork. Toro provided a bid bond for 10% of the bid amount and it was notarized with an all-purpose agreement for the required 10% of the bid. Cedro not submitting a bid bond is considered a non-responsive bid and their bid should be disqualified from consideration.

Page 5 of the Bid Forms also requires that the Bidder provide five project references of comparable or greater magnitude to the above project, and three references for bore and jack work. Cedro and Toro provided the required number of references. I recently worked with Toro on the Harvard Blvd project for the City and that project included two bore and jack installations of casing pipes (one water and one sewer) requiring larger casing for the sewer pipeline and they performed satisfactorily. The contractor for the bore

and jack work (California Auger Boring) is listed in the bid. Based on the recent successful work by Toro for the City (Mill Street, Harvard Blvd) it was not necessary to contact their references.

Cedro and Toro acknowledged receipt of Addenda No. 1 by filling out the Bidder's Declaration and by including a copy of the addenda in their bid package.

Cedro listed the following subcontractors: Benner & Carpenter (Surveying) (LIC: 7998; DIR: 1000001843), Allstate Boring (Bore) (LIC: 872946; DIR: 1000006344). The subcontractors' licenses and DIR registration were verified.

Toro listed the following subcontractor: California Auger Boring (Jacking & Boring) (LIC: 926950 DIR: 1000004248). The subcontractors' licenses and DIR registration were verified.

Page 10 of the Bid Forms requires that the Bidder sign an Insurance Requirements form. Cedro and Toro included this form in their original bid package.

Page 11 of the Bid Forms requires that the Bidder execute a notarized Noncollusion Affidavit. Both Cedro and Toro submitted this form signed and notarized with the required two signatures for a corporation.

Page 15 of the Bid Forms requires that the Bidder answer the Public Contract Code Section 10162 Questionnaire. Both Toro and Cedro included this questionnaire in their Bid Packages.

I have verified the line-item calculations and the totals for Cedro and Toro and the individual bid numerical values equate to the total bid numerical amount. The Award of the Contract is based on the Total Base Bid Amount and does not include the Bid Alternate Amount. The table below reflects the Total Base Bid Amounts for each Bidder.

Company Name	**Base Bid Amount**
Cedro Construction, Inc.	$723,045.00
Toro Enterprises, Inc.	$728,066.00
Blois Construction	$944,688.00
Travis Agricultural Construction	$1,094,590.00

Because Cedro did not provide their bid bond in the bid package, their bid is considered non-responsive and it is recommended that it be disqualified for consideration. Based on the information provided and the above situation with the Cedro bid, it appears that Toro Enterprises, Inc., is the lowest

responsive bidder, and it is recommended that Toro Enterprises, Inc., be awarded the construction contract for this project by the City Council.

Please let me know if you have any questions or would like to discuss my analysis.

Sincerely,

Jon Turner, PE
Principal Engineer

Enclosures

Peck Road Waterline Repair Project

Project No.: 9108

Bid Opening: 7/23/25				**Cedro Construction, Inc.**		**Toro Enterprises, Inc.**		**Blois Construction**		**Travis Agricultural Construction**	
Peck Road Waterline Repair Project (ReBid)				120 E. Santa Maria St. Santa Paula, CA 93060 *Andrew Cedro, CEO/President* **LIC#:** 775943 **DIR#: 1000018970** **Bidder Status:** Valid		2101 E. Ventura Blvd. Oxnard, CA 93036 *Sean Castillo, President* **LIC#:** 710580 **DIR#: 1000002410** **Bidder Status:** Valid		3201 Sturgis Road Oxnard, CA 93030 *Adam Williams, President* **LIC#:** 256065 **DIR#: 1001141549** **Bidder Status:** Valid		918 Mission Rock Rd Ste. A-2 Santa Paula, CA 93060 *Diego Luna, President* **LIC#:** 588676 **DIR#: 100009744** **Bidder Status:** Valid	
Item #	***Description***	***Unit of Measure***	***Quantity***	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***
1	Mobilization, Demobilization, Bonds and Insurance	LS	1	$31,380.00	$31,380.00	$50,978.00	$50,978.00	$43,540.00	$43,540.00	$220,744.00	$220,744.00
2	Traffic Control and Postings	LS	1	$43,643.00	$43,643.00	$17,027.00	$17,027.00	$32,569.00	$32,569.00	$110,554.00	$110,554.00
3	Sierra Railroad Coordination and Compliance	LS	1	$34,047.00	$34,047.00	$40,608.00	$40,608.00	$5,792.00	$5,792.00	$69,300.00	$69,300.00
4	Dewatering	LS	1	$20,214.00	$20,214.00	$18,036.00	$18,036.00	$36,041.00	$36,041.00	$24,909.00	$24,909.00
5	Abandonment of Existing Water Improvements	LS	1	$68,630.00	$68,630.00	$5,898.00	$5,898.00	$7,990.00	$7,990.00	$14,982.00	$14,982.00
6	10 Inch Dia PVC Water Main, Valves, and Fittings	LF	130	$618.00	$80,340.00	$1,876.00	$243,880.00	$861.00	$111,930.00	$745.00	$96,850.00
7	Boring and Jacking at Peck Road Drain Crossing	LF	70	$2,567.00	$179,690.00	$3,534.00	$247,380.00	$4,153.00	$290,710.00	$3,870.00	$270,900.00
8	Connections to Existing Water Mains	EA	2	$25,741.00	$51,482.00	$4,698.00	$9,396.00	$12,340.00	$24,680.00	$7,225.00	$14,450.00
9	Existing Fire Service Temporary Relocation	LS	1	$79,334.00	$79,334.00	$38,960.00	$38,960.00	$91,606.00	$91,606.00	$160,760.00	$160,760.00
10	Sewer Pipeline Temporary Bypass	LS	1	$115,222.00	$115,222.00	$32,290.00	$32,290.00	$247,034.00	$247,034.00	$54,406.00	$54,406.00
11	Settlement Monitoring of the VCWPD Concrete Box	LS	1	$7,213.00	$7,213.00	$17,455.00	$17,455.00	$42,800.00	$42,800.00	$33,530.00	$33,530.00
12	Pressure Testing, Disinfection, and Bacteriological Testing	LS	1	$10,958.00	$10,958.00	$4,790.00	$4,790.00	$8,417.00	$8,417.00	$10,480.00	$10,480.00
13	Contractor's Redline Drawings	LS	1	$892.00	$892.00	$1,368.00	$1,368.00	$1,579.00	$1,579.00	$12,725.00	$12,725.00
Total Base Bid					***$723,045.00***		***$728,066.00***		***$944,688.00***		***$1,094,590.00***
7A	Casing Pipe Installation (non-bore Jack)	LS	1	$0.00	$0.00	$100,000.00	$100,000.00	$217,955.00	$217,955.00	$266,682.00	$266,682.00
Total Base Bid and Alternate Bid Item #7A					***$723,045.00***		***$828,066.00***		***$1,162,643.00***		***$1,361,272.00***
				Benner & Carpenter (Surveying)		California Auger Boring (Jacking & Boring)					
				LIC#: 7998	DIR#: 1000001843	LIC#: 926950	DIR#: 1000004248				
				Allstate Boring (Bore)							
				LIC#: 872946	DIR#: 1000006344						

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 710580

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 7/24/2025 2:26:35 PM

Business Information

TORO ENTERPRISES INC
PO BOX 6285
OXNARD, CA 93031
Business Phone Number:(805) 483-4515

Entity Corporation
Issue Date 08/01/1995
Expire Date **08/31/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- C31 - CONSTRUCTION ZONE TRAFFIC CONTROL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA .
Bond Number: 108063161
Bond Amount: $25,000
Effective Date: 07/19/2024
Contractor's Bond History

Bond of Qualifying Individual

- The qualifying individual SEAN ALEJANDRO CASTILLO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 08/26/2003
- This license filed Bond of Qualifying Individual number **108141783** for CARLO GILBERT DIAZ in the amount of **$25,000** with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA .
  Effective Date: 11/06/2024
  BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY
Policy Number:WC423071506
Effective Date: 03/01/2025
Expire Date: 03/01/2026
Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 926950

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- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 7/24/2025 2:30:00 PM

Business Information

CALIFORNIA AUGER BORING INC
3040 E CORONADO STREET
ANAHEIM, CA 92806
Business Phone Number:(714) 632-1596

Entity Corporation
Issue Date 01/06/2009
Expire Date **01/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- C-61 / D09 - DRILLING, BLASTING AND OIL FIELD WORK

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY .
Bond Number: 100059398
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual KEVIN GEORGE REARDON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 01/06/2009

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
Policy Number:UB8N1894882426G
Effective Date: 08/15/2024
Expire Date: 08/15/2025
Workers' Compensation History

Workers' compensation classification code(s):
6325 - Conduit Construction/Underground Wiring
8742 - Salespersons-Outside
8810 - Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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1000002410 - TORO ENTERPRISES, INC.

Customer Account Lookup

PWCR

1000002410

Contractor Status

DIR Approved

CSLB

710580

Business Phone

805-483-4515

Ext

Registration Start Date

2025-07-01

Legal Entity Name

TORO ENTERPRISES, INC.

Doing Business As (DBA)

Toro Enterprises, Inc.

Business Structure

Corporation - C corp

President

Sean Castillo

Email

renee@toroenterprises.com

Registration End Date

2028-06-30

Crafts

Address

Mailing Address

2101 E. VENTURA BLVD.

Mailing Address - City

OXNARD

Mailing Address - State

CA

Mailing Address - Zip

93036

Mailing Address - Country

United States

Physical Address

P.O. Box 6285

Physical Address - City

Oxnard

Physical Address - State

CA

Physical Address - Zip

93031

Physical Address - Country

United States

Related Lists

Registration Dates 8

1000004248 - CALIFORNIA AUGER BORING, INC

Customer Account Lookup

PWCR

1000004248

Contractor Status

DIR Approved

CSLB

926950

Business Phone

714-632-1596

Ext

Registration Start Date

2025-07-01

Legal Entity Name

CALIFORNIA AUGER BORING, INC

Doing Business As (DBA)

N/A

Business Structure

Corporation - S corp

President

Kevin Reardon

Email

kat@calboring.com

Registration End Date

2028-06-30

Crafts

Laborer and Related Classifications | Operating Engineer (Heavy and Highway Work) | Cranes, Pile Driver and Hoisting Equipment (Operating Engineer)

Address

Mailing Address

3040 E. Coronado St.

Mailing Address - City

ANAHEIM

Mailing Address - State

CA

Mailing Address - Zip

92806

Mailing Address - Country

USA

Physical Address

3030 E. CORONADO ST.

Physical Address - City

ANAHEIM

Physical Address - State

CA

Physical Address - Zip

92806

Physical Address - Country

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Addendum No. 1
July 16, 2025

ADDENDUM NO. 1

CITY OF SANTA PAULA
PECK ROAD WATERLINE REPAIR (REBID)

PROJECT 9108

THIS ADDENDUM HAS BEEN PREPARED TO CLARIFY, MODIFY, DELETE, OR ADD TO THE DRAWINGS AND/OR SPECIFICATIONS FOR THE ABOVE REFERENCED PROJECT. THE ITEMS LISTED HEREIN SUPERSEDE DESCRIPTIONS PRIOR TO THE DATE LISTED ABOVE. ALL CONDITIONS NOT SPECIFICALLY REFERENCED HERE SHALL REMAIN THE SAME.

NOTICE: The Bid Date and time remains the same: Wednesday, July 23, 2025 @3:00 p.m.

Attached please find one (1) copy of Addendum No. 1. Upon receipt, sign one copy of this addendum and return it with your bid.

This addendum includes the following:

REVISIONS & CLARIFICATIONS TO THE PROJECT PROPOSAL, CONTRACT AND SPECIAL PROVISIONS

AD1-1. Attached is a scan of the Pre-Bid Meeting sign in sheet for your records (Attachment 1).

CLARIFICATIONS

AD1-2. **QUESTION**: Is the permit fee for Sierra Railroad being taken care of by the City not the Contractor? Please advise.

RESPONSE: The City will be handling the permit coordination with Sierra Northern Railway/VCTC and VCWPD.

AD1-3. **QUESTION**: Where is the staging area going to be?

RESPONSE: Per Specification Section 901-5, the contractor is to make their own arrangements for staging/lay down areas. There are vacant lots located near the project site that are privately owned which may be available for use.

AD1-4. **QUESTION**: Do we have access at the Jackson House parking lot? What is the limit of our access to the property?

RESPONSE: No arrangements have been made with the private property owner to the west of the site. They were previously notified and were amenable to working with the City

AD1-5. **QUESTION**: Can we run sewer bypass at the south west location of the metal building owned by Colavo? In between Jackson house property and Colavo property?

RESPONSE: There is no provision or permission to install temporary bypass piping between Saticoy Lemon facility property (not Calavo) and the Jackson House parcel.

AD1-6. **QUESTION**: For Boring pit- Can we move the excavation limit of the pit about 7 feet behind the existing backflow towards to Jackson House property?

RESPONSE: The setup of the boring excavation is limited to what is shown on the Plans. However, there were previous discussions with the private parcel owner to the east of the work area about removing their fence and replacing it after the project is complete. Those arrangements have not been formalized at this time and are dependent on the plan of the successful bidding contractor. The excavation has to remain outside of the VCTC right of way as shown on the plans.

AD1-7. **QUESTION:** What is the frequency and duration of the monitoring of the existing VCWPD concrete box?

RESPONSE: The VCWPD drainage structure is to be monitored in accordance with Specification Sections 901-17, 910-3, 911-1. The structure shall be monitored continuously during the bore/jack operations, at the beginning and end of the day when dewatering and then for a period of one week after the bore/jack and dewatering activities have ceased.

Attachments: 1 - Pre-Bid Meeting Sign In Sheet

APPROVED AS TO FORM AND CONTENT:

Date: 07/17/2025

Robert P. Woodward, P.E.
Interim City Engineer

RECEIPT ACKNOWLEDGEMENT

Receipt of Addendum No. 1, PECK ROAD WATERLINE REPAIR is hereby acknowledged.

Date: 7-22-25

Contractor Signature
SEAN CASTILLO, PRESIDENT
TORO ENTERPRISES, INC.
Company Name

BID PACKAGE

FOR

PECK ROAD WATERLINE REPAIR PROJECT

Name of Bidder: TORO ENTERPRISES, INC.

Business Address: 2101 E VENTURA BLVD, OXNARD, CA 93036

Phone No. 805-483-4515

CITY OF SANTA PAULA

Pursuant to and in compliance with your Notice Inviting Sealed Bids and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract, the character, quality, quantities, and scope of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the plans and specifications and other Contract Documents, including Addenda No(s). 1____, _____, _____, and _____, for the prices hereinafter set forth.

The undersigned as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any persons firm or corporation; and it proposes and agrees, if the bid is accepted, that it shall execute a Contract with the City of Santa Paula in the form set forth in the Contract Documents and that it shall accept in full payment thereof the following prices, to wit:

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BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ☐ No ☒

2. If yes, explain the circumstances:

N/A

Signature

Signature

SEAN CASTILLO
Print Name

JERRY HANNIGAN
Print Name

PRESIDENT
Title

SECRETARY
Title

NOTE: The above questionnaire is part of the Bid. Signing this form on the signature portion thereof shall also constitute signature of this questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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PECK ROAD WATERLINE REPAIR PROJECT

PART 1 –BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Bid Price
	GENERAL				
1.	Mobilization, Demobilization, Bonds and Insurance	1	LS	50,978.-	50,978.-
2.	Traffic Control and Postings	1	LS	17,027.-	17,027.-
3.	Sierra Railroad Coordination and Compliance	1	LS	40,608.-	40,608.-
4.	Dewatering	1	LS	18,036	18,036.-
5.	Abandonment of Existing Water Improvements	1	LS	5,898.-	5,898.-
6.	10 Inch Dia PVC Water Main, Valves, and Fittings	130	LF	1,876.-	243,880.-
7.	Boring and Jacking at Peck Road Drain Crossing	70	LF	3,534.-	247,380.-
8.	Connections to Existing Water Mains	2	EA	4,698.-	9,396.-
9.	Existing Fire Service Temporary Relocation	1	LS	38,960.-	38,960.-
10.	Sewer Pipeline Temporary Bypass	1	LS	32,290.-	32,290.-
11.	Settlement Monitoring of the VCWPD Concrete Box	1	LS	17,455.-	17,455.-
12.	Pressure Testing, Disinfection, and Bacteriological Testing	1	LS	4,790.-	4,790.-
13.	Contractor's Redline Drawings	1	LS	1,368.-	1,368.-
				TOTAL	728,066.-

TOTAL BASE BID AMOUNT: $ 728,066.-

NOTE: Faxed bids are not acceptable. It shall be understood that bid comparisons will be based on the TOTAL BASE BID AMOUNT. Adjustment to the base bid is dependent on the City's review and acceptance of the alternate cost.

BY: _____ Signature DATE: 07-22-25

TITLE: SEAN CASTILLO, PRESIDENT

BY: _____ Signature DATE: 07-22-25

TITLE: JERRY HANNIGAN, SECRETARY

COMPANY NAME: TORO ENTERPRISES, INC.

AMOUNT BOND: $ 10% Total Bid Amount

NOTE: Two (2) signatures are required for corporations.

PART 2 – ALTERNATE BID

Alternate #1:

CASING PIPE INSTALLATION (NON-BORE JACK) In lieu of Base Bid Item No. 7, (Boring and Jacking at Peck Road Drain Crossing), install the casing pipe using mechanical equipment such as an appropriately sized excavator to install the casing pipe for the required length.

NET CHANGE PER LUMP SUM: $ 100,000.- Additive / Deductive *(Circle One)*

NET CHANGE TO TOTAL BASE BID PRICE: $ 100,000.-

BASE BID, AND ALTERNATE #1 INCLUSIVE: $ 828,066.-

NOTE: Faxed bids are not acceptable. It shall be understood that bid comparisons will be based on the TOTAL BASE BID AMOUNT. Adjustment to the base bid is dependent on the City's review and acceptance of the alternate cost.

BY: _____ DATE: 07-22-25
Signature

TITLE: SEAN CASTILLO, PRESIDENT

BY: _____ DATE: 07-22-25
Signature

TITLE: JERRY HANNIGAN, SECRETARY

COMPANY NAME: TORO ENTERPRISES, INC.

AMOUNT BOND: $ 10% Total Bid Amount

NOTE: Two (2) signatures are required for corporations.

PECK ROAD WATERLINE REPAIR PROJECT

INFORMATION REQUIRED OF BIDDER

1. Name: TORO ENTERPRISES, INC.

   Address: 2101 E VENTURA BLVD,
   OXNARD, CA 93036

   Phone Number: ( ) 805-483-4515

   Email Address: ESTIMATING@TOROENTERPRISES.COM

2. Type of Firm: _____Individual _____Partnership X Corporation

3. Contractor's License Number: 710580 Expires: 08/31/2025

   Classification: A, C-31 Federal Tax Identification No. 77-0396663

   Department of Industrial Relations (DIR) Number: 1000002410

4. Names and Titles of all members of the firm:

(Name)	(Title)
SEAN CASTILLO	PRESIDENT
TRENT ROYLE	VP OPERATIONS
JERRY HANNIGAN	SECRETARY

5. Number of years as a contractor in construction of the similar magnitude and character of the Work: 30

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PECK ROAD WATERLINE REPAIR PROJECT

INFORMATION REQUIRED OF BIDDER
(Continued)

6. Five (5) project references similar to the magnitude and character of the Work (General Contractor):

Project No.	Contract Amount	Project Name	Date Completed	Owner Name, Address & Phone No.
1	$1,544,791.11	GRAND AVENUE PIPE REPLACEMENT	9/2021	CASITAS MUNICIPAL WATER DISTRICT ;1055 N VENTURA AVE,OAK VIEW,CA 93022 VIRGIL CLARY, 805-649-2251
2	$4,793,391	WATER CAST IRON PIPE REPLACEMENT	9/2020	CITY OF OXNARD 300 W 3RD ST OXNARD,CA 93030; RENE HATCHER 805-385-8280
3	$1,596,532	WATERLINE REPLACEMENT - ONDULANDO AREA PHASE 3	7/2018	CITY OF VENTURA 501 POLI ST, VENTURA,CA 93001 NEIL KNOPIK 805-677-2001
4	$1,194,620.93	Palm Court Water and Sewer Main Replacement and Paving Project	02/2021	CITY OF SANTA PAULA 970 E Ventura St, Santa Paula, CA 93060 Tai Chau;805-933-4214
5	$1,125,942	3RD STREET WATER SYSTEM IMPROVEMENTS	11/2020	CITY OF DOWNEY 1111BROOKSHIRE AVE,DOWNEY,CA 90241 LORENA POWELL 562-904-7110

Three (3) project references similar to the magnitude and character of the Work (Bore and Jack Subcontractor):

Project No.	Contract Amount	Project Name	Date Completed	Owner Name, Address & Phone No.
1				
2				
3				

PECK ROAD WATERLINE REPAIR PROJECT

INFORMATION REQUIRED OF BIDDER
(Continued)

6. Five (5) project references similar to the magnitude and character of the Work (General Contractor):

Project No.	Contract Amount	Project Name	Date Completed	Owner Name, Address & Phone No.
1				
2				
3				
4				
5				

Three (3) project references similar to the magnitude and character of the Work (Bore and Jack Subcontractor):

Project No.	Contract Amount	Project Name	Date Completed	Owner Name, Address & Phone No.
1	$112,560	OUHSD Del Sol High School	4/26/24	Oxnard Unified School Dist. 309 South K St. Oxnard, CA 805-385-1501
2	$117,740	Beach Blvd. Sewer Improve.	4/15/24	City of Stanton 7800 Katella Ave. Stanton, CA 90680 714-379-9222
3	$103,873	Bradford St. Water Improv.	10/21/24	Golden State Water Co. 160 E. Via Verde #100 San Dimas, CA 91773 1800-999-4033

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PECK ROAD WATERLINE REPAIR PROJECT

INFORMATION REQUIRED OF BIDDER
(Continued)

7. Person who inspected the site of proposed Work for your firm:

Name: JESSE DIAZ Date of Inspection: 06/26/2025

8. Note: If requested by the City, the bidder must furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition. The representations made herein are made under penalty of perjury.

SEAN CASTILLO, PRESIDENT

(Name) (Title)

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PECK ROAD WATERLINE LEAK REPAIR PROJECT

INFORMATION REQUIRED OF BIDDER
SUBCONTRACTORS
(Continued)

The Contractor bidding shall hereinafter list the subcontractor(s) who shall be the subcontractor(s) on the job for each particular trade or subdivision of the Work and shall state the firm name and principal location of the mill, shop, or office of each.

DIVISION OF WORK OR TRADE	NAME OF SUBCONTRACTOR/SUPPLIER	LOCATION OF MILL, SHOP, OR OFFICE	LIC & DIR NUMBER
Jack & Bore	California Auger Boring	Anaheim, CA	Lic#926950 DIR#1000004248

ACCOMPANYING THIS BID IS BIDDERS BOND
(insert the words "bidder bond", "cashier's check", "certified check" or appropriate description of substitute security, as the case may be) in an amount equal to at least 10% of the total amount of bid payable to

CITY OF SANTA PAULA

The undersigned deposits the above-names security as a bid guarantee and agrees that it shall be forfeited to the City of Santa Paula in case this bid is accepted by the City of Santa Paula and the undersigned fails to execute a Contract with the City of Santa Paula as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the City of Santa Paula be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay the City of Santa Paula's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing bid as principals are as follows:

(NOTICE – If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

CORPORATION	TORO ENTERPRISES, INC.
SEAN CASTILLO, PRESIDENT	2101 E VENTURA BLVD,
JERRY HANNIGAN, SECRETARY	OXNARD, CA 93036
TRENT ROYLE, VP OPERATIONS	805-483-4515

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PECK ROAD WATERLINE REPAIR PROJECT

INFORMATION REQUIRED OF BIDDER
(Continued)

The Contractor bidding shall hereinafter list the subcontractor(s) who shall be the subcontractor(s) on the job for each particular trade or subdivision of the Work and shall state the firm name and principal location of the mill, shop, or office of each.

ACCOMPANYING THIS BID IS BIDDER'S BOND
(insert the words "bidder bond", "cashier's check", "certified check" or appropriate description of substitute security, as the case may be) in an amount equal to at least 10% of the total amount of bid payable to

CITY OF SANTA PAULA

The undersigned deposits the above-names security as a bid guarantee and agrees that it shall be forfeited to the City of Santa Paula in case this bid is accepted by the City of Santa Paula and the undersigned fails to execute a Contract with the City of Santa Paula as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the City of Santa Paula be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay the City of Santa Paula's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing bid as principals are as follows:

(NOTICE – If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

CORPORATION	TORO ENTERPRISES, INC.
SEAN CASTILLO, PRESIDENT	2101 E VENTURA BLVD,
TRENT ROYLE, VP OPERATIONS	OXNARD, CA 93036
JERRY HANNIGAN, SECRETARY	805-483-4515

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PECK ROAD WATERLINE REPAIR PROJECT

INFORMATION REQUIRED OF BIDDER
(Continued)

The Contractor's license classification(s) required for this project are as follows:
The Contractor must possess Class A- General Engineering Contractor license in good standing, issuedby the Contractors State License Board, at the time the contract is awarded.
710580, A, C-31

These classifications are provided for information purposes only. The City of Santa Paula does not warrant that all classifications required for the project are listed.

It is the City's intent that the term "plans" shall mean the construction Contract Documents, which include both the drawings and the specifications.

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statues, regulations, and ordinances. The following are the Contractor's applicable license numbers (add pages if needed):

Contractor's License No.	Expiration Date
710580	08/31/2025

I state under penalty of perjury that all information submitted in this Bid is true and correct.

Signature(s) of Bidder: SEAN CASTILLO, PRESIDENT
TRENT ROYLE, VP OPERATIONS
JERRY HANNIGAN, SECRETARY
TORO ENTERPRISES, INC.

Dated: JULY 22nd, 2025.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officers authorized to sign contracts on behalf of the corporation **two signatures are required**; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, its signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorize representative of each venture.

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PECK ROAD WATERLINE REPAIR PROJECT

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH BID]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance shall be deemed "primary" such that any other insurance that may be carried by the City shall be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and shall not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer shall provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and shall comply with these insurance requirements if it is selected as the City's bidder. Failure to return this form may render the bidder's bid as non-responsive.

07-22-25
Date

SEAN CASTILLO, PRESIDENT **Bidder**

TORO ENTERPRISES, INC.
Name of the Company

07-22-25
Date

JERRY HANNIGAN, SECRETARY **Bidder**

TORO ENTERPRISES, INC.
Name of the Company

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PECK ROAD WATERLINE REPAIR PROJECT

NONCOLLUSION AFFIDAVIT

SEAN CASTILLO & JERRY HANNIGAN, being first duly sworn deposes and says that he/she is PRESIDENT & SECRETARY of TORO ENTERPRISES, INC., foregoing bid, that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true;
and, further, that the bidder has not, directly or indirectly, submitted its bid price or any pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

Signature	Signature
SEAN CASTILLO	JERRY HANNIGAN
Print Name	Print Name
PRESIDENT	SECRETARY
Title	Title

State of California)
) ss.
County of VENTURA)

Subscribed and sworn to before me this 22nd day of JULY, 2025.

Notary Public TYSON RISING, NOTARY PUBLIC

TYSON RISING
COMM. #2388737
Notary Public - California
Ventura County
My Comm. Expires Dec. 31, 2025
NRO1 NRO1

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PECK ROAD WATERLINE REPAIR PROJECT

BID BOND
(Only required when in lieu of Cashier's Check)

We, TORO ENTERPRISES, INC. as Principal, and

Travelers Casualty and Surety Company of America as Surety, jointly and

severally, bind ourselves, our heirs, representatives, successors, and assigns, as set forth herein to the

CITY OF SANTA PAULA

for payment of the penal sum of Ten Percent of the Total Amount Bid

Dollars ($ 10% of the Total Amount Bid),

Lawful money of the United States of America. Principal has submitted the accompanying bid for the construction of

PECK ROAD WATERLINE REPAIR PROJECT

If the Principal is awarded the Contract and enters into a written Contract, in the form prescribed by the City of Santa Paula, at the price designated by its bid, and files two bonds with the City of Santa Paula, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the Contract Documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City of Santa Paula from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the City of Santa Paula is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the City of Santa Paula reasonable attorney's fees incurred with or without suit.

Executed on July 16th, 20 25

PRINCIPAL TORO ENTERPRISES, INC.

(Seal if Corporation)

By

Title Jerry Harrigan, Secretary

By

Title Sean Castillo, President

(Attach Acknowledgment of Authorized Representative of Principal)

ACKNOWLEDGMENT

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

State of California
County of Ventura)

On July 22nd, 2025 before me, Tyson Rising, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

NRO1 TYSON RISING NRO1
COMM. #2388737
Notary Public - California
Ventura County
My Comm. Expires Dec. 31, 2025

Signature _____ (Seal)

Any claims under this bond may be addressed to:

Travelers Casualty and Surety Company of America (name and address of Surety)

ONE TOWER SQUARE

HARTFORD, CT 06183

Lockton Insurance Brokers, LLC (name and address of Surety's agent for service

777 South Figueroa Street, Ste 5200 of process in California, if different from above)

Los Angeles, CA 90017

213-689-0065 (telephone number of Surety's agent in California)

(Attach Acknowledgment)

Travelers Casualty and Surety Company of America

SURETY

By

(Attorney-in-Fact)

Ethan Spector, Attorney-in-Fact

NOTICE:

No substitution or revision to this bond form shall be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

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

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

State of California)

County of Los Angeles)

On JUL 16 2025 before me, Marina Tapia, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Ethan Spector

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Signature

Signature of Notary Public

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

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

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing _____

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

Signer Is Representing _____

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ethan Spector** of **LOS ANGELES**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — ST. PAUL FIRE AND MARINE INSURANCE COMPANY — CORPORATE SEAL

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P. NOWIK — NOTARY PUBLIC — CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **July**, **2025**.

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — ST. PAUL FIRE AND MARINE INSURANCE COMPANY — CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

GENERAL ENGINEERING
CONTRACTORS

Certificate of Corporate Authority

I hereby certify that Toro Enterprises, Inc. is a duly organized and existing California corporation, which has the power to take the action called for by the following resolution.

I further certify that Sean Castillo is President, Jerry Hannigan is Secretary and Trent Royle is Vice President of Operations and all have the authority individually to execute bid bonds, bid submittals, contract documents and change orders on behalf of the corporation as stated in the minutes of the Board of Directors' Meeting of Toro Enterprises, Inc. held July 15, 2016.

In witness whereof, I have affixed by hand and seal of said corporation this 15th day of July 2016.

Jerry Hannigan
Secretary

JH/rc

Equal Opportunity Employer
PO BOX 6285, OXNARD, CA 93031
PHONE: (805) 483-4515 FAX: (805) 483-3635

PECK ROAD WATERLINE REPAIR PROJECT

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____ has not X_____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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PECK ROAD WATERLINE REPAIR PROJECT

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

N/A

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Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above statement is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of this statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

O & C TORO CORPORATION

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1748

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 710580 Entity CORP

Business Name TORO ENTERPRISES INC

Classification(s) A C31

Expiration Date 08/31/2025 www.cslb.ca.gov

EXHIBIT C

Peck Road Water Main Repair Project Public Works Contract

PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF SANTA PAULA AND
TORO ENTERPRISES, INC.

This CONTRACT is entered into this 4th day of September, 2025, by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("City") and Toro Enterprises, Inc. ("Contractor").

1. WORK.

A. The Contractor shall provide all Work required by the Contract Documents ("Work"). The Contractor agrees to do additional Work arising from changes ordered by the City in accordance with the Contract Documents.

B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;

C. The Contractor shall furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.

D. "Contract Documents" means the Notice Inviting Sealed Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. **CONTRACT SUM.** The City agrees to pay the Contractor a sum not to exceed Seven Hundred Twenty Eight Thousand Sixty-Six Dollars and no cents ($728,066.00) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

A. The Contractor shall fully complete the Work within __60___ working days ("Contract Time").

B. The Contract Time shall commence when the City issues a notice to proceed. The Contract Documents shall supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.

C. The Contractor may not perform any Work until:

i. The Contractor furnishes proof of insurance as required by the Contract Documents; and

ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.

D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor shall complete the Work within the Contract Time.

E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. **DISPUTES.** Disputes arising from this contract shall be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City shall promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification shall be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.

6. **TAXPAYER IDENTIFICATION NUMBER.** The Contractor shall provide the City with a Taxpayer Identification Number.

7. **PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, shall obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.

8. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but shall deliver all original materials to the City upon the City's written notice.

9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.

10. **INDEPENDENT CONTRACTOR.** The City and the Contractor agree that the Contractor shall act as an independent contractor and shall have control of all Work and the manner in which is it performed. The Contractor shall be free to contract for similar service to be performed for other employers while under contract with the City. The Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees. Any provision in this Contract that may appear to give the City the right to direct the Contractor as to the details of doing the Work or to exercise a measure of control over the Work means that the Contractor shall follow the direction of the City as to end results of the Work only.

11. **AUDIT OF RECORDS.** The Contractor shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor shall retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

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

The City	**The Contractor**
City of Santa Paula City Hall P.O. Box 569	Toro Enterprises, Inc 2101 E. Ventura Blvd. Oxnard, CA 93036

Any such written communications by mail shall be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein are for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

14. **INTERPRETATION.** This Contract was drafted in, and shall be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract shall be in Ventura County.

15. **BUSINESS LICENSE.** Unless waived in accordance with Santa Paula Municipal Code § 110.03(B), the Contractor and all sub-contractors must obtain a City Business License before executing this Contract.

16. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence shall be as follows:

    A. This Contract;

    B. The Standard Specifications; and

    C. Precedence of documents as determined in the Standard Specifications.

17. **SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract shall continue in full force and effect.

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

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

20. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

21. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

22. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

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

CITY OF SANTA PAULA

_____
Dan Singer,
City Manager

ATTEST:

_____
Julie Latshaw,

City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo,
City Attorney

APPROVED AS TO CONTENT:

_____
Dale Goodman,
Public Works Director

Toro Enterprises, Inc.

_____
Sean Castillo, President

_____
Sandra Janotta, Secretary

_____
Contractor's License Number and Classification

_____
DIR Registration Number

FAITHFUL PERFORMANCE BOND

Bond No.: _____
Bond Fee:_____

_____ ("PRINCIPAL") and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF SANTA PAULA ("CITY") in the sum of _____ _____ dollars **($_____)**, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, **PECK ROAD WATERLINE REPAIR PROJECT**, and the public works contract executed with such Specifications. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

1. BOND CONDITIONS

   A. PRINCIPAL will construct the public improvements identified in, **PECK ROAD WATERLINE REPAIR PROJECT ,** a copy of which is on file with CITY's Engineering Division ("Public Project"). Such performance will be in accordance with CITY's plans and profiles (**CITY DRAWING FILE NO. if applicable**) No._____ which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Engineering Division. CITY has estimated the required amount of the bond as shown above.

   B. PRINCIPAL's work on the Public Project will be done in accordance with CITY's plans and specifications and with any permit issued by CITY. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, because all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefore.

   C. PRINCIPAL will guarantee its work against any defective work, labor, or materials on the Public Project for a period of one (1) year following the Public Project's completion and acceptance by CITY.

   D. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Santa Paula Municipal Code ("SPMC").

   E. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **PECK ROAD WATERLINE REPAIR PROJECT** or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

   F. This bond consists of this instrument; the plans and specifications identified above; and the following two (2) attached exhibits all of which are incorporated herein by reference:

      i. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

ii. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure §995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

G. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIIGNED AND SEALED this _____ day of _____, 20_____.

_____	_____
PRINCIPAL's PRESIDENT	SURETY's PRESIDENT
_____	_____
PRINCIPAL's SECRETARY	SURETY's SECRETARY
PRINCIPAL's MAILING ADDRESS:	**SURETY's MAILING ADDRESS:**
_____	_____
_____	_____
_____	_____
_____	_____

NOTE: ALL signatures must be acknowledged by a notary public. Return two (2) originals to City of Santa Paula Public Works Department

LABOR AND MATERIALS BOND

Bond No.
Bond Fee:

_____, as principal ("PRINCIPAL") and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF SANTA PAULA ("CITY") in the sum of **_____($_____)** dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

This bond is conditioned upon and guarantees payment by PRINCIPAL to contractors, subcontractors, and persons renting equipment; payment by PRINCIPAL and all PRINCIPAL'S subcontractors for all materials, provisions, provender, or other supplies, and equipment used in, upon, for or about the performance of the work contemplated in **PECK ROAD WATERLINE REPAIR PROJECT** ("Public Project"), the public works contract executed for such Public Project, and for all work or labor of any kind performed for the Public Project. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **PECK ROAD WATERLINE REPAIR PROJECT**, and the public works contract executed for such Specifications, copies of which is on file with CITY's Engineering Division ("Public Project"). Such performance will be in accordance with CITY's plans and profiles **(_____)** which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Engineering Division.

2. PRINCIPAL will pay all contractors, subcontractors, and persons renting equipment.

3. PRINCIPAL will pay for all materials and other supplies, for equipment used in, on, for or about the performance of the Public Project, and will pay for all work and labor thereon.

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the El Segundo Municipal Code ("ESMC").

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **PECK ROAD WATERLINE REPAIR PROJECT** or of the obligation to be performed will in any way affect its obligation on this bond, and it waives

notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

6. This bond consists of this instrument; the plans and specifications identified above; and the following TWO (2) attached exhibits all of which are incorporated herein by reference:

A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIIGNED AND SEALED this _____ day of _____, 20__.

_____	_____
PRINCIPAL's PRESIDENT	SURETY's PRESIDENT
_____	_____
PRINCIPAL's SECRETARY	SURETY's SECRETARY
PRINCIPAL's MAILING ADDRESS:	**SURETY's MAILING ADDRESS:**
_____	

NOTE: ALL signatures must be acknowledged by a notary public. Return two (2) originals to City Clerk's Office.

ACORD™

CERTIFICATE OF LIABILITY

Date (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOT WITHSTANDING ANY REQUIREMENTTERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAINTHE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC				EACH OCCURRENCE Fire Damage (Any one time) Med Exp (Any one person) Personal & Adv Injury General Aggregate Products-Comp/Op AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY NON-OWNED AUTOS ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per accident) BODILY INJURY (Per person) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMIT E.I. EACH ACCIDENT E.I. DISEASE-EA EMPLOYEE E.I. DISEASE-POLICY LIMIT	$ $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION
CERTIFICATE HOLDER CITY OF SANTA PAULA PUBLIC WORKS DEPARTMENT P. O. BOX 569 SANTA PAULA, CA 93061-0569	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL * 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KNID UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE~~.

SAMPLE

POLICY NUMBER: BUSINESS AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

THE CITY OF SANTA PAULA, IT'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS

BUSINESS AUTO COVERAGE FORM

It is agreed that the "Who Is An Insured" provision is amended to include as an Insured the person or organization designated below as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to any Liability arising out of the operation of covered autos on the additional insured premises described below;

2. The Named Insured is authorized to act for such additional insured in all matters pertaining to this insurance, including receipt of notice of cancellation;

3. Return premium, if any, shall be paid to Named Insured;

4. Nothing contained herein shall affect any right of recovery as a claimant which the additional Insured would have if not designated as such.

City of Santa Paula

Public Works Department
P.O. Box 569 / 93061
Santa Paula, CA 93060

SAMPLE

POLICY NUMBER: COMMERCIAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS [Form B]

This endorsement modifies insurance provided under the following:

THE CITY OF SANTA PAULA, IT'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Santa Paula

Public Works Department
P.O. Box 569 / 93061
Santa Paula, CA 93060

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the Person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

SAMPLE

ENDORSEMENT No.: EXHIBIT 1-A

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, agents & volunteers.

2. This insurance shall be **PRIMARY** as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's Scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

3. The insurance afforded by this policy shall not be cancelled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the Entity.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

_____
Signature-Authorized Representative

_____

_____
Address

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject: VENTURA COUNTY FIRE PROTECTION DISTRICT LEASE (UNION OIL BUILDING LOT)

Date: September 3, 2025

Agenda Item: 10.G

RECOMMENDATION:

1. Authorize the City Manager to execute the proposed Lease Agreement with the Ventura County Fire Protection District to extend the lease through September 1, 2026, in a form approved by the City Attorney.
2. Authorize the City manager, or designee, to further negotiate terms of the proposed Lease as necessary to effectuate its purpose.

BACKGROUND:

On June 21, 2023, the the City entered a sublease with the Ventura County Fire Protection District (District) for use of the parking lot portion ("Lot") of the property commonly known as the Union Oil Building located at 1001, 1003, and 1033 E. Main Street ("Sublease"). The Sublease authorized the District to use the Lot for a temporary fire station while the District builds the new District Fire Station No. 26. The Sublease has an expiration date of September 1, 2025 with the new fire station expected to have been completed within 24 months.

Due to significant delays beyond the District's control, construction of the the new fire station did not start until June 2024. The District has requested that the City extend the term by one year to September 1, 2026 to allow more time to complete construction, although the project is currently on pace to be completed by the start of summer, 2026.

The requested extension presents an opportunity for the City to document transactions and resulting property interests that have occurred since June 2023. At the time the Sublease was entered, the Lot was subject to a 1992 lease between the City and Union Oil Company of California (Union Oil) (also referred to as Chevron). Chevron was the then-owner, the City was the then-tenant, and the District was the then-subtenant.

On or around December 21, 2023, Chevron donated the Union Oil Building property to the City, making the City the owner of the property and landlord to the District.

The Sublease provides that upon City's acquisition, the Sublease would automatically terminate and convert to a lease. The proposed Lease (Attachment A) formally documents the Sublease's new characterization as a lease, removes Chevron's obligations and rights to the Lot, and extends the lease another year.

To achieve the foregoing, staff recommends that City Council approve the District's request for an extension and authorize the City Manager to sign the proposed Lease when in a final form approved by the City Attorney.

ANALYSIS:

The Lease contains the following key provisions all of which - except the termination date - are identical to the Sublease's key provisions:

1. The lease will terminate September 1, 2026
2. The District will complete the following improvements at no expense to City:
    a. Pave the Lot prior to occupancy
    b. Erect a perimeter fence with rolling gate entrance
    c. Install landscaping in front of the perimeter fence
    d. Add more lighting for security
3. District may only use the Lot as a temporary fire station.
4. District must pay for water, sewer, gas, and trash services.
5. District must maintain the Lot in a good and safe condition and is responsible for maintenance costs.
6. Either party may terminate the sublease without cause with 90 days' prior written notice.
7. Upon termination, District must vacate the Lot and may not remove the improvements unless requested by City.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, it supports the goal of a Connected and Healthy Community by fostering regional partnerships that create a safe and healthy community to live, work and thrive.

FISCAL IMPACTS:

There are no fiscal impacts associated with this item.

OPTIONS:

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

1. Decline staff's recommendation, and not extend the District's tenancy by one year to complete new District Fire Station No. 26.
2. Provide other direction to staff.

ATTACHMENTS:

ATTACHMENT A - 2025 Fire District Lease.pdf
ATTACHMENT B - Parcel Map

ATTACHMENT A

LEASE

LEASE AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT

THIS LEASE AGREEMENT ("**Lease**") is made and executed this 1st day of September, 2025, between CITY OF SANTA PAULA, a municipal corporation and general law city ("**City**" or "**Lessor**"), and VENTURA COUNTY FIRE PROTECTION DISTRICT, a California special district ("**Lessee**" and, together with Lessor or City, the "**Parties**," or individually, a "**Party**").

RECITALS:

This Lease is made with reference to the following facts and objectives:

A. The City and the Union Oil Company of California entered a Property Lease dated July 1, 1993, as amended by (i) that certain First Amendment to Lease dated May 1, 2004, (ii) that certain Reinstatement of and Second Amendment to Lease dated February 26, 2009 and (iii) that certain Third Amendment to Lease (Union Oil Building Property) dated June 21, 2023 (collectively, the "**City's Lease**"). A copy of the City's Lease is attached as Exhibit C.

B. On June 21, 2023, the Parties entered a Sublease for Lessee's construction of a temporary fire station at the parking lot commonly known as 1033 East Main Street, Santa Paula, California, with an expiration date of September 1, 2025 (the **"Sublease**"). A copy of the Sublease is attached is Exhibit B.

C. The temporary station was necessary while Lessee built a new fire station located at 114 S. 10th Street, Santa Paula, CA 93060 ("**Station 29**") pursuant to that certain Memorandum of Agreement for Fire Protection and Related Services Between the City of Santa Paula and the Ventura County Fire Protection District, entered on or about May 15, 2018.

D. On or around December 21, 2023 and pursuant to Section 2.4 of the Sublease, the Sublease automatically converted to a lease upon Lessor's acquisition of the underlying real property from prior owner Union Oil Company of California.

E. Construction of Station 29 was estimated to take approximately twenty-four (24) months to complete, but due to significant delays beyond Lessee's control construction could not start until June 2024.

F. The Parties now desire to enter this Lease to restate still-applicable Sublease terms in the form of a lease and extend its term by one year through September 1, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **LEASE; DESCRIPTION OF PROPERTY.**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Parking Lot with the address commonly known as 1033 East Main Street, Santa Paula, California ("**Leased Lot**") as specifically described and shown on Exhibit A, attached hereto and incorporated herein by this reference.

2. **TERM.**

The term of this Lease is from June 21, 2023 to September 1, 2026 (the "**Term**"). The Term may be extended upon the written mutual agreement of the Parties.

3. **LESSEE IMPROVEMENTS.** Lessee agrees to complete the following improvements to the Leased Lot at no expense to Lessor (the "**Lessee Improvements**"), it being acknowledged by Lessor and Lessee that, in connection with the Lessee Improvements, Lessee must comply with all applicable requirements of the City's Lease, including insurance requirements applicable to the "Tenant" under the City's Lease and its contractors and other agents.Pave the Leased Lot with new asphalt prior to occupancy;

3.2 Erect a perimeter fence with rolling ingress gate;

3.3 Provide landscaping in front of perimeter fence; and

3.4 Add more lighting for security purposes.

4. **USE OF LEASED LOT.**

4.1 Lessee agrees to use the Leased Lot solely for the purposes of a temporary fire station. Permitted uses include firefighter parking, placement of a trailer with a kitchen and living space, and storage of fire-fighting equipment and trucks.

4.2 Lessee must not use or permit the use of the Leased Lot in any manner that will tend to create waste or a nuisance.

5. **UTILITIES.**

5.1 Lessee will pay for water, sewer, gas, and trash services for the Leased Lot. Lessor will make and maintain proper connections with any and all water, gas, and sewer on or serving the Leased Lot and will continue the connections and service thereof during the Term of the Lease. Lessor will not pay for internet or television services.

6. **CONDITION OF PREMISES; MAINTENANCE.**

6.1 Lessee accepts the Leased Lot in its condition existing as of June 21, 2023 (i.e. the execution date of the Sublease), subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Leased Lot and all matters disclosed by this Lease and prior Sublease.

Lessee acknowledges that Lessor nor its agents have made any representation or warranty as to the suitability of the Leased Lot for the conduct of Lessee's business.

6.2 Lessee is responsible for maintaining the Leased Lot in a good and safe condition. Lessee will be responsible for the maintenance expenses of the property including equipment and fixtures it brings onto the Leased Lot. "Maintenance expenses" includes without limitation costs associated with the repair of plate glass, electrical wiring, plumbing, air conditioning, roof repair, pest control, exterior maintenance and repair, and preventing and repairing vandalism, except as caused by normal wear and tear.

7. **QUIET ENJOYMENT.**

Lessor agrees that Lessee, upon observing and keeping the agreements and each of the covenants of this Lease, will lawfully and quietly hold, occupy, and enjoy the Leased Lot for the duration of the Lease.

8. **CITY'S LIMITED WARRANTY.**

Lessor warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this Lease and perform its terms and conditions, and has the legal right, power, and authority to grant all of the rights granted herein.

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

9.1 By either Party without cause, provided 90 days' written notice is given;

9.2 Upon mutual written agreement of the Parties;

9.3 Upon the Leased Lot being condemned; or

9.4 Should Lessee materially breach this Lease, within ninety (90) days of failing to cure the breach to Lessor's reasonable satisfaction after being notified by Lessor regarding such breach.

10. **CONDITION OF PROPERTY UPON TERMINATION.**

Upon termination of this Lease for any reason, Lessee will vacate the Leased Lot and deliver it to Lessor in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted. The Lessee Improvements described in Section 3 above shall not be removed, unless requested by Lessor, and if requested, will be removed at Lessee's sole expense.

11. **CONDEMNATION.**

If all or part of the Leased Lot is acquired by eminent domain or purchase in lieu thereof, Lessee acknowledges that it will have no claim to any compensation awarded for the taking of the Lease Lot or any portion thereof.

12. **RELOCATION BENEFITS.**

Lessee acknowledges that it was informed that Lessor is a public entity and that the Leased Lot is leased by Lessor for a public purpose. Lessee further acknowledges that any rights acquired to the Leased Lot arose after the date Lessor leased the Leased Lot and that Lessor reserves its right to condemn this leasehold. Lessee acknowledges that at the time of any condemnation of this Lease, Lessee will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

13. **FORCE MAJEURE.**

Should performance of this Lease be prevented as a result of insured loss due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, pandemic, epidemic, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either Party to the other.

14. **ALTERATIONS.**

Except as provided by this Lease, Lessee will not make, or cause to be made, any alterations to the Leased Lot without Lessor's prior written consent.

15. **ASSIGNMENT AND SUBLETTING.**

This Lease may not be assigned, transferred, or sublet by Lessee, court order, or through any other means. Any such purported transfer will be null and void.

16. **HOLDOVER.**

If Lessee holds possession of the Leased Lot after the expiration or termination of this Lease with Lessor's written consent, Lessee will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Lease.

17. **INDEMNIFICATION.**

17.1 Lessee indemnifies and holds Lessor harmless from and against any third-party claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Lease, or its performance, except in each case as results from the sole active negligence of the indemnified party. Should Lessor be named in any suit, or should any claim be against Lessor, by suit or otherwise, whether the same be groundless or not, arising out of the Lease, or its

performance, pursuant to this Lease, Lessee will defend Lessor (at such indemnified party's request and with counsel satisfactory to such indemnified party) and will indemnify Lessor for any judgment rendered against it or any sums paid out in settlement or otherwise. Lessee will indemnify, defend, protect and hold Lessor harmless from and against any third-party loss, cost, damage or liability (including attorneys' fees) of any kind or nature arising out of Lessee's failure to perform or observe any of the terms and conditions of the Lease applicable to the Leased Lot or this Lease, except to the extent caused by such indemnified party or its invitees', agents' or employees' negligence or willful misconduct. Lessor hereby agrees to indemnify, defend, protect and hold Lessee harmless from and against any third-party loss, cost, damage or liability (including attorneys' fees) of any kind or nature arising out of Lessor's failure to comply with the terms of this Lease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of such indemnified party. The indemnities provided in this Section 17.1 shall survive the expiration or earlier termination of this Lease.

17.2 For purposes of this section, "Lessor" includes Lessor's officers, officials, employees, agents, representatives, and volunteers.

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

17.4 The requirements as to the types and limits of insurance coverage to be maintained by Lessee as required by the City's Lease and Section 19 below, and any approval of such insurance by Lessor, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to this Lease and prior Sublease, including but not limited to the provisions concerning indemnification.

17.5 It is expressly understood and agreed that this Section 17 will survive expiration or earlier termination of the this Lease.

18. **INSURANCE.** Lessee will procure and maintain, at its own expense, during the Term of this Lease, policies of insurance provided by insurance companies admitted to do business in the State of California with A.M. Best & Company ratings of at least A- / VIII and which are reasonably acceptable to Lessor, which policies are primary as to any other existing, valid and collectible insurance insuring Lessee against loss or liability caused by or with the performance of this Lease by Lessee, or its agents, consultants, contractors, or subcontractors, in amounts not less than (i) as required under the City's Lease and (ii) as provided below:

18.1 Commercial General Liability Insurance with a minimum combined single limit of liability of at least $1,000,000 and a general aggregate limit of at least $2,000,000.

18.2 Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of at least $1,000,000 each occurrence for bodily injury and property damage.

18.3 Workers' Compensation Insurance as required by applicable law, and Employers' Liability Insurance with a minimum limit of at least $1,000,000 per employee and at least $1,000,000 each occurrence.

18.4 The insurance coverage required may be provided by one or more policies of insurance issued to Lessee or its agents, consultants, contractors or subcontractors, provided, however, that in order for such insurance to be acceptable, Lessee will contractually require such agents, consultants, contractors or subcontractors to indemnify, defend, and hold harmless the Lessor from and against claims and losses to the extent of Lessee's obligations provided for in this Lease, with Lessor named as an additional insured to such agreements, and such insurance policies will meet the requirements of this Section 18.

18.5 The policies of insurance will name the Lessor as an additional insured and will not exclude or restrict coverage based upon alleged or actual negligence of an additional insured. Such insurance will provide coverage for claims and losses arising out of the actions of Lessee or its agents, consultants, contractors or subcontractors on or about the Leased Lot while the policy is in force, regardless of whether the claim or loss arises after the policy is expired.

18.6 Prior to its occupancy of the Leased Lot, Lessee will deliver to Lessor a certificate of insurance and additional insured endorsements evidencing the existence of the policies and further evidencing that coverage will not be canceled or materially changed prior to thirty (30) days' advance written notice to the Lessor. Subrogation against the Lessor will be waived as respects all of the insurance policies required above (including policies of any subcontractor). The insurance required in no way limits or restricts any indemnity by Lessee or its agents, consultants, contractors, or subcontractors under this Lease nor by any limitation placed on the indemnity as a matter of applicable law.

19. COMPLIANCE WITH LAW.

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

20. WAIVER OF BREACH.

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

21. **NOTICES.**

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

If Lessee:	County of Ventura Public Works Agency Real Estate Services 800 South Victoria Avenue, L#1600 Ventura, CA 93009 Attn: George Andrade
If Lessor:	City of Santa Paula 970 E. Ventura St. Santa Paula, CA 93060 Attn: City Manager___

22. **ACCEPTANCE OF FACSIMILE SIGNATURES.**

The Parties agree that agreements ancillary to this Lease and related documents to be entered into in connection with this Lease will be considered signed when the signature of a Party is delivered by facsimile or electronic transmission or other electronic means (including DocuSign). Such facsimile or electronic signature or signature secured through other electronic means (including DocuSign) will be treated in all respects as having the same effect as an original signature.

23. **GOVERNING LAW.**

This Lease is made and entered into in the state of California and shall, in all respects, be governed by and interpreted in accordance with the laws of the state of California applicable to contracts entered into and to be fully performed therein. The exclusive venue for any action, suit, or other proceeding concerning the Lease shall be in Ventura County, California.

24. **PARTIAL INVALIDITY.**

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

25. **INTEGRATION.**

This instrument and its attachments constitute the sole agreement between Lessor and Lessee respecting the Leased Lot, the use of the Leased Lot by Lessee and correctly sets

forth the obligations of Lessor and Lessee. Any Lease or representations respecting the Leased Lot or its letting by Lessor to Lessee not expressly set forth in this instrument are void. There are three attachments (3) to this Lease.

26. **CONSTRUCTION.**

The language of each part of this Lease will be construed simply and according to its fair meaning, and this Lease will not be construed either for or against either Party.

27. **RELATIONSHIP TO PRIOR SUBLEASE.**

It is the Parties' express intent that any applicable terms in the prior Sublease were to remain unchanged and captured in this Lease upon the Sublease's automatic conversion to a lease, and that this Lease is to be read to give effect to such intent.

28. **AUTHORITY-MODIFICATION.**

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

29. **COUNTERPARTS.**

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Lease the day and year first hereinabove written.

CITY OF SANTA PAULA

_____
Dan Singer
City Manager

ATTEST:

_____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:
Monica Castillo, City Attorney

By: _____

VENTURA COUNTY FIRE PROTECTION DISTRICT

_____
By: _____
Its: _____

EXHIBIT A
TO LEASE

(Leased Lot Description)

[Attached behind]

APN 101-02-1217

EXHIBIT B
TO LEASE

(Sublease)

[Attached behind]

SUBLEASE AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT

THIS SUBLEASE AGREEMENT ("**Sublease**") is made and executed this 21st day of June, 2023, between CITY OF SANTA PAULA, a municipal corporation and general law city ("**Sublandlord**"), and VENTURA COUNTY FIRE PROTECTION DISTRICT, a California special district ("**Subtenant**" and, together with Sublandlord, the "**Parties,**" or individually, a "**Party**").

RECITALS:

This Sublease is made with reference to the following facts and objectives:

A. Sublandlord is the tenant under that certain lease agreement dated July 1, 1993, as amended by that certain First Amendment to Lease dated May 1, 2004, as amended by that certain Reinstatement of and Second Amendment to Lease dated February 26, 2009 (collectively, the "**Master Lease,**" attached hereto as Exhibit A and incorporated herein by this reference) with Union Oil Company of California, a California corporation (the "**Primary Landlord**" and, together with Sublandlord, the "**Oil Museum Parties**").

B. Pursuant to the Master Lease, Sublandlord leased those certain premises more particularly described in the Master Lease located on real property commonly known as 1001, 1003, and 1033 East Main Street, Santa Paula, California (the "**Premises**") improved with a two-story building (the "**Main Building**"), a cable tool drill rig building (the "**Rig Building**"), and a vacant lot of land used for parking (the "**Parking Lot**").

C. The Master Lease was set to expire June 30, 2023, subject to one additional 15-year term extension at Tenant's (as defined in the Master Lease) option. In lieu of a 15-year extension, the Primary Landlord has agreed to extend the Master Lease until the closing date set forth in a future transfer agreement (the "**Transfer Agreement**") between the Oil Museum Parties (the "**Closing Date**") but in no event beyond December 31, 2023 if a closing under the Transfer Agreement has not occurred by said Closing Date.

D. While the Master Lease remains in effect, Subtenant will construct a new fire station located at 114 S. 10th Street, Santa Paula, CA 93060 ("**Station 29**") pursuant to that certain Memorandum of Agreement for Fire Protection and Related Services Between the City of Santa Paula and the Ventura County Fire Protection District, entered on or about May 15, 2018. Construction of Station 29 is estimated to take approximately twenty-four (24) months to complete.

E. During construction of Station 29, Subtenant desires to sublease the Parking Lot from Sublandlord for use as a temporary fire station, and Sublandlord desires to

sublease the Parking Lot to Subtenant for such use, in accordance with the terms and conditions of this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **LEASE; DESCRIPTION OF PROPERTY.**

Sublandlord hereby leases to Subtenant, and Subtenant hereby leases from Sublandlord the Parking Lot with the address commonly known as 1033 East Main Street, Santa Paula, California ("**Subleased Lot**") as specifically described and shown on Exhibit B, attached hereto and incorporated herein by this reference.

2. **MASTER LEASE; PRIMARY LANDLORD TRANSFER AGREEMENT.**

2.1 The Parties acknowledge that the Subleased Lot is subject to the terms and conditions of the Master Lease. This Sublease shall not be effective unless and until the Primary Landlord signs this Sublease thereby giving its consent to this Subletting. The signature of the Primary Landlord at the end of this document shall constitute its consent to Sublandlord subleasing the Subleased Lot to Subtenant in accordance with the terms of the Master Lease and this Sublease. Subtenant will occupy the Subleased Lot in accordance with the terms of the Master Lease and will not suffer to be done, or omit to do, any act which results in a violation of or a default under the Master Lease. Each of Sublandlord and Subtenant hereby acknowledges and agrees that, except to the extent expressly provided herein, the terms of the Master Lease are not modified by this Sublease.

2.2 The Primary Landlord acknowledges that the Master Lease is in full force and effect and that Primary Landlord intends to transfer ownership of the Premises to Sublandlord by entering into a Transfer Agreement. Upon transfer, the Master Lease will terminate and Sublandlord will be fee simple owner of the Premises, which includes the Subleased Lot. Sublandlord and Subtenant acknowledge that, should such contemplated transfer of ownership of the Premises pursuant to such Transfer Agreement not be completed by December 31, 2023, the Master Lease and this Sublease shall expire as of December 31, 2023.

2.3 Subtenant acknowledges that the Oil Museum Parties are negotiating the Transfer Agreement and will cooperate in good faith not to interfere with the consummation of said agreement.

2.4 Upon the closing of the Transfer Agreement, this Sublease shall automatically convert to a lease between Subtenant and Sublandlord with its terms unchanged. As of the Acquisition Date, the Primary Landlord will cease to have any obligations or rights under this Sublease or the Master Lease with respect to the Parties except pursuant to any provisions of this Sublease or the Master Lease which expressly survive expiration or termination of such agreement. Sublandlord

and Subtenant acknowledge that, should such contemplated transfer of ownership of the Premises pursuant to such Transfer Agreement not be completed by December 31, 2023, the Master Lease and this Sublease shall expire as of December 31, 2023.

3. **TERM.**

This Sublease will commence on the date it is executed by both Subtenant and Sublandlord and will end, subject to the provisions of Section 2 above and Section 10 below, on September 1, 2025 (the "**Term**"). If there is a closing under the Transfer Agreement, the Term will continue as set forth in Subsection 2.4, unless earlier terminated by a Party in accordance with Section 10 below (the "**Term**").

4. **SUBTENANT IMPROVEMENTS.** Subtenant agrees to complete the following improvements to the Subleased Lot at no expense to Sublandlord (the "**Subtenant Improvements**"), it being acknowledged by Sublandlord and Subtenant that, in connection with the Subtenant Improvements, (i) Subtenant must comply with all applicable requirements of the Master Lease, including insurance requirements applicable to the "Tenant" under the Master Lease and its contractors and other agents, and (ii) before Subtenant may commence the Subtenant Improvements, Sublandlord shall secure the consent of the Primary Landlord thereto, with Sublandlord's request for such consent to be accompanied by proposed plans for the Subtenant Improvements:

4.1 Pave the Subleased Lot with new asphalt prior to occupancy;

4.2 Erect a perimeter fence with rolling ingress gate;

4.3 Provide landscaping in front of perimeter fence; and

4.4 Add more lighting for security purposes.

In the event that the contemplated transfer of ownership of the Premises pursuant to the Transfer Agreement does not occur, Primary Landlord shall have the right by written notice to Sublandlord to require removal of any or all Subtenant Improvements on or prior to expiration or earlier termination of the Master Lease. Primary Landlord shall incur no liability with respect to any such plan approval. Subtenant shall be solely responsible for ensuring that the Plans comply with applicable laws and are otherwise appropriate for the site and its intended use.

Notwithstanding any provision of the Master Lease or this Sublease to the contrary and whether or not the Primary Landlord has consented to the Subtenant Improvements as required herein, each of Sublandlord and Subtenant hereby agrees that (i) neither Landlord nor any member of the Landlord Group (as such term is defined in the Master Lease, the "**Landlord Group**") shall be liable for any claims, actions, damages, costs (including, without limitation, attorney's fees), injuries or liability, including, but not limited to, with respect to any hazardous materials or substances or other environmental conditions on or under the applicable portion of the Premises, resulting from the

construction or use of the Subtenant Improvements in connection with construction of the same (**"Claims Relating to Subtenant Improvements"**) and (ii) each of Subtenant and Sublandlord hereby indemnifies and holds harmless the Landlord Group from and against any Claims Relating to Subtenant Improvements. Should a member of the Landlord Group be named in any suit, or should any claim be against a member of the Landlord Group, by suit or otherwise, whether the same be groundless or not, with respect to Claims Relating to Subtenant Improvements, each of Sublandlord and Subtenant will defend such indemnified party (at such indemnified party's request and with counsel reasonably satisfactory to Primary Landlord or other applicable member of the Landlord Group) and will indemnify such indemnified party for any judgment rendered against it or any sums paid out in settlement or otherwise. The indemnity provided in this Section 4 shall survive the expiration or earlier termination of this Sublease, and it is in addition to, and not in lieu of, the indemnity set forth in Section 18.1 below.

5. **USE OF SUBLEASED LOT.**

5.1 Subtenant agrees to use the Subleased Lot solely for the purposes of a temporary fire station. Permitted uses include firefighter parking, placement of a trailer with a kitchen and living space, and storage of fire-fighting equipment and trucks.

5.2 Subtenant must not use or permit the use of the Subleased Lot in any manner that will tend to create waste or a nuisance.

6. **UTILITIES.**

6.1 Subtenant will pay for water, sewer, gas, and trash services for the Subleased Lot. Sublandlord will make and maintain proper connections with any and all water, gas, and sewer on or serving the Subleased Lot and will continue the connections and service thereof during the Term of the Sublease. Sublandlord will not pay for internet or television services.

7. **CONDITION OF PREMISES; MAINTENANCE.**

7.1 Subtenant accepts the Subleased Lot in its condition existing as of the date of the execution of this Sublease, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Subleased Lot and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Subtenant acknowledges that neither Primary Landlord, Sublandlord nor any member of the Landlord Group or agent of Sublandlord have made any representation or warranty as to the suitability of the Premises for the conduct of Subtenant's business.

7.2 Subtenant is responsible for maintaining the Subleased Lot in a good and safe condition. Subtenant will be responsible for the maintenance expenses of the property including equipment and fixtures it brings onto the Subleased Lot. "Maintenance expenses" includes without limitation costs associated with the repair of plate glass, electrical wiring, plumbing, air conditioning, roof repair, pest

control, exterior maintenance and repair, and preventing and repairing vandalism, except as caused by normal wear and tear.

8. **QUIET ENJOYMENT.**

Sublandlord agrees that Subtenant, upon observing and keeping the agreements and each of the covenants of this Sublease, will lawfully and quietly hold, occupy, and enjoy the Subleased Lot for the duration of the Sublease. At the end of the Sublease Term defined in Section 3, the Primary Landlord will have the right to require removal of any Subtenant Improvements pursuant to Section 4, above.

9. **CITY'S LIMITED WARRANTY.**

Sublandlord warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this Sublease and perform its terms and conditions, and, subject to Primary Landlord's consent to this Sublease, has the legal right, power, and authority to grant all of the rights granted herein.

10. **TERMINATION.** This Sublease may be terminated as follows:

10.1 By either Party without cause, provided 90 days' written notice is given;

10.2 Upon mutual written agreement of the Parties;

10.3 Upon the Subleased Lot being condemned; or

10.4 Should Subtenant materially breach this Sublease, within ninety (90) days of failing to cure the breach to Sublandlord's reasonable satisfaction after being notified by Sublandlord regarding such breach.

10.5 Upon expiration or earlier termination of the Master Lease prior to any transfer of ownership of the Premises pursuant to the Transfer Agreement, including but not limited to as specified in Section 2 above.

11. **CONDITION OF PROPERTY UPON TERMINATION.**

Upon termination of this Sublease for any reason, Subtenant will vacate the Subleased Lot and deliver it to Sublandlord in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted. The Subtenant Improvements described in Section 4 above shall not be removed, unless requested by Sublandlord.

12. **CONDEMNATION.**

If all or part of the Premises is acquired by eminent domain or purchase in lieu thereof, Subtenant acknowledges that it will have no claim to any compensation awarded for the taking of the Premises or any portion thereof.

13. **RELOCATION BENEFITS.**

Subtenant acknowledges that it was informed that Sublandlord is a public entity and that the Premises is leased by Sublandlord for a public purpose. Subtenant further acknowledges that any rights acquired under this Sublease arose after the date Sublandlord leased the Premises and that Sublandlord reserves its right to condemn this leasehold. Subtenant acknowledges that at the time of any condemnation of this Sublease, Subtenant will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

14. **FORCE MAJEURE.**

Should performance of this Sublease be prevented as a result of insured loss due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, pandemic, epidemic, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either Party to the other.

15. **ALTERATIONS.**

Except as provided by this Sublease and subject to any and all applicable additional requirements under the Master Lease, Subtenant will not make, or cause to be made, any alterations to the Subleased Lot without Sublandlord's prior written consent.

16. **ASSIGNMENT AND SUBLETTING.**

This Sublease may not be assigned, transferred, or sublet by Subtenant, court order, or through any other means. Any such purported transfer will be null and void.

17. **HOLDOVER.**

If Subtenant holds possession of the Subleased Lot after the expiration or termination of this Sublease with Sublandlord's written consent, Subtenant will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Sublease and the Master Lease, should the Master Lease still be in effect.

18. **INDEMNIFICATION.**

18.1 Subtenant indemnifies and holds each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord harmless from and against any third-party claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Master Lease or this Sublease, or its performance, except in each case as results from the sole active negligence of the indemnified party. Should any member of the Landlord Group (including, without limitation, Primary Landlord) or Sublandlord be named in any suit, or should any claim be against either, by suit or otherwise, whether the same be groundless or not, arising out of the Master Lease or this Sublease, or its

performance, pursuant to the Master Lease or this Sublease, Subtenant will defend, as applicable, such member of the Landlord Group (including, without limitation, Primary Landlord) or Sublandlord (at such indemnified party's request and with counsel satisfactory to such indemnified party) and will indemnify each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord for any judgment rendered against it or any sums paid out in settlement or otherwise. Subtenant will indemnify, defend, protect and hold each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord harmless from and against any third-party loss, cost, damage or liability (including attorneys' fees) of any kind or nature arising out of Subtenant's failure to perform or observe any of the terms and conditions of the Master Lease applicable to the Subleased Lot or this Sublease, except to the extent caused by such indemnified party or its invitees', agents' or employees' negligence or willful misconduct. Sublandlord hereby agrees to indemnify, defend, protect and hold each member of the Landlord Group (including, without limitation, Primary Landlord) and Subtenant harmless from and against any third-party loss, cost, damage or liability (including attorneys' fees) of any kind or nature arising out of Sublandlord's failure to comply with the terms of this Sublease or the Master Lease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of such indemnified party. The indemnities provided in this Section 18.1 shall survive the expiration or earlier termination of this Sublease.

18.2 For purposes of this section, "Sublandlord" includes Sublandlord's officers, officials, employees, agents, representatives, and volunteers.

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

18.4 The requirements as to the types and limits of insurance coverage to be maintained by Subtenant as required by the Master Lease and Section 19 below, and any approval of such insurance by Sublandlord, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subtenant pursuant to the Master Lease and this Sublease, including but not limited to the provisions concerning indemnification.

18.5 It is expressly understood and agreed that this Section 18 will survive expiration or earlier termination of the Master Lease and this Sublease.

19. **INSURANCE.** Subtenant will procure and maintain, at its own expense, during the Term of this Sublease, policies of insurance provided by insurance companies admitted to do business in the State of California with A.M. Best & Company ratings of at least A- / VIII and which are reasonably acceptable to Sublandlord, which policies are primary as to any other existing, valid and collectible insurance insuring Subtenant against loss or liability caused by or with the performance of this Sublease by Subtenant, or its agents, consultants, contractors, or subcontractors, in amounts not less than (i) as required under the Master Lease and (ii) as provided below:

19.1 Commercial General Liability Insurance with a minimum combined single limit of liability of at least $1,000,000 and a general aggregate limit of at least $2,000,000.

19.2 Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of at least $1,000,000 each occurrence for bodily injury and property damage.

19.3 Workers' Compensation Insurance as required by applicable law, and Employers' Liability Insurance with a minimum limit of at least $1,000,000 per employee and at least $1,000,000 each occurrence.

19.4 The insurance coverage required may be provided by one or more policies of insurance issued to Subtenant or its agents, consultants, contractors or subcontractors, provided, however, that in order for such insurance to be acceptable, Subtenant will contractually require such agents, consultants, contractors or subcontractors to indemnify, defend, and hold harmless each member of the Landlord Group and Sublandlord from and against claims and losses to the extent of Subtenant's obligations provided for in the Master Lease and this Sublease, with each member of the Landlord Group and Sublandlord named as an additional insured to such agreements, and such insurance policies will meet the requirements of this Section 20.

19.5 The policies of insurance will name each of member of the Landlord Group and Sublandlord as an additional insured and will not exclude or restrict coverage based upon alleged or actual negligence of an additional insured. Such insurance will provide coverage for claims and losses arising out of the actions of Subtenant or its agents, consultants, contractors or subcontractors on or about the Subleased Lot while the policy is in force, regardless of whether the claim or loss arises after the policy is expired.

19.6 Prior to its occupancy of the Subleased Lot, Subtenant will deliver to Sublandlord, and Sublandlord will forward to Primary Landlord, a certificate of insurance and additional insured endorsements evidencing the existence of the policies and further evidencing that coverage will not be canceled or materially changed prior to thirty (30) days' advance written notice to each of Primary Landlord and

Sublandlord. Subrogation against each of Primary Landlord and Sublandlord will be waived as respects all of the insurance policies required above (including policies of any subcontractor). The insurance required in no way limits or restricts any indemnity by Subtenant or its agents, consultants, contractors, or subcontractors under the Master Lease or this Sublease nor by any limitation placed on the indemnity as a matter of applicable law.

20. **COMPLIANCE WITH LAW.**

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

21. **WAIVER OF BREACH.**

Any express or implied waiver of a breach of any term of this Sublease will not constitute a waiver of any further breach of the same or other term of this Sublease.

22. **NOTICES.**

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

If Subtenant:
County of Ventura
Public Works Agency
Real Estate Services
800 South Victoria Avenue, L#1600
Ventura, CA 93009
Attn: George Andrade

If Sublandlord:
City of Santa Paula
970 E. Ventura St.
Santa Paula, CA 93060
Attn: City Manager___

23. **THIRD PARTY BENEFICIARY.**

The Parties agree that the Primary Landlord shall be a third-party beneficiary of this Sublease and shall have the right to enforce provisions of this Sublease benefitting either

Primary Landlord or Sublandlord, including but not limited to provisions of this Sublease under which Primary Landlord's consent is required.

24. **ACCEPTANCE OF FACSIMILE SIGNATURES.**

The Parties agree that agreements ancillary to this Sublease and related documents to be entered into in connection with this Sublease will be considered signed when the signature of a Party is delivered by facsimile or electronic transmission or other electronic means (including DocuSign). Such facsimile or electronic signature or signature secured through other electronic means (including DocuSign) will be treated in all respects as having the same effect as an original signature.

25. **GOVERNING LAW.**

This Sublease is made and entered into in the state of California and shall, in all respects, be governed by and interpreted in accordance with the laws of the state of California applicable to contracts entered into and to be fully performed therein. The exclusive venue for any action, suit, or other proceeding concerning the Sublease shall be in Ventura County, California.

26. **PARTIAL INVALIDITY.**

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

27. **INTEGRATION.**

This instrument and its attachments constitute the sole agreement between Sublandlord and Subtenant respecting the Subleased Lot, the use of the Subleased Lot by Subtenant and correctly sets forth the obligations of Sublandlord and Subtenant. Any Sublease or representations respecting the Subleased Lot or its subletting by Sublandlord to Subtenant not expressly set forth in this instrument are void. There are two attachments (2) to this Sublease.

28. **CONSTRUCTION.**

The language of each part of this Sublease will be construed simply and according to its fair meaning, and this Sublease will not be construed either for or against either Party.

29. **AUTHORITY-MODIFICATION.**

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

30. **COUNTERPARTS.**

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Sublease the day and year first hereinabove written.

CITY OF SANTA PAULA

Dan Singer
City Manager

ATTEST:

Julie Latshaw
City Clerk

APPROVED AS TO FORM:
Monica Castillo, Interim City Attorney

By: _____

VENTURA COUNTY FIRE PROTECTION DISTRICT

_____

By: _____
Its: _____

CHVR-58743\2789743.2

IN WITNESS WHEREOF the Parties hereto have executed this Sublease the day and year first hereinabove written.

CITY OF SANTA PAULA

Dan Singer
City Manager

VENTURA COUNTY FIRE PROTECTION DISTRICT

By: DUSTIN GARDNER
Its: FIRE CHIEF

ATTEST:

Julie Latshaw
City Clerk

APPROVED AS TO FORM:
Monica Castillo, Interim City Attorney

By: _____

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

CHVR-58743\2789743.2

DocuSign Envelope ID: 3069A855-C4E4-4908-A112-76E8D5BAE569

CONSENT TO SUBLEASE

Union Oil Company of California, a California corporation, hereby consents to this Sublease as between City of Santa Paula, a municipal corporation, as sublessor and the Ventura County Fire Protection District, a California special district, as sublessee.

MASTER LESSOR:

UNION OIL COMPANY OF CALIFORNIA, a California corporation

By: DocuSigned by: Harpreet K. Tiwana 5093F566A32543B...

Name: Harpreet K. Tiwana

Its: Assistant Secretary

Dated: 2023-Jun-27 | 6:48 AM PDT

EXHIBIT A
TO SUBLEASE

(Master Lease)

[Attached behind]

ORIGINAL

PROPERTY LEASE

THIS LEASE is made and executed by and between UNION OIL COMPANY OF CALIFORNIA, a California corporation doing business as Unocal ("Landlord") and the CITY OF SANTA PAULA, CALIFORNIA, a municipal corporation ("Tenant"), and is dated and is effective as of the 1st day of July, 1993 (the "Effective Date").

1. PROPERTY, BUILDING AND PREMISES.

Landlord hereby leases to Tenant, and Tenant leases from Landlord, for the term and rents and upon the terms, conditions and covenants herein set forth, the exclusive use of a certain two-story building (the "Main Building") and a certain cable tool drill rig building (the "Rig Building"), both situated on certain real property which is located at 1001-1003 East Main Street, in the City of Santa Paula, County of Ventura, State of California (the "Land"), as further described on Exhibit "A" attached hereto and hereby incorporated herein. The Main Building, the Rig Building and the Land are sometimes collectively referred to herein as the "Premises." Landlord also hereby leases to Tenant, and Tenant leases from Landlord, those certain exhibits and displays (individually, a "Landlord Exhibit" and collectively, the "Landlord Exhibits") currently contained within the Premises, and such Landlord Exhibits as Landlord may from time to time provide to Tenant, and which Tenant may accept, for exhibition within the Premises.

2. LEASE TERM:

The initial term of this Lease (herein called the "Term") shall be for a period of fifteen (15) years from the date hereof (the "Commencement Date"). Unless extended or sooner terminated as hereinafter provided, the Term will expire at midnight on the last day of the fifteenth (15th) year from the Commencement Date, or, if the Term is extended as set forth in Section 3, then at midnight on the last day of the First Extended Term or the Second Extended Term, as the case may be, as defined in Section 3.

3. OPTION TO EXTEND:

Tenant is hereby granted and shall, so long as Tenant at the time of exercise has not committed an uncured "Event of Default," as defined in Section 24 hereof, have two (2) options to extend the Term of this Lease from the expiration date of the Term, each for fifteen (15) years (respectively, the "First Extended Term" and the "Second Extended Term") on the same terms, covenants and conditions herein contained, except that the rent to be paid by Tenant to Landlord for the Extended Term shall be as hereinafter provided.

Any option to extend shall be deemed exercised only by Tenant delivering to Landlord at least six (6) months' prior written notice of Tenant's election to extend.

4. RENT:

Tenant shall pay to Landlord, without reduction or offset, in legal tender of the United States of America, rent, which shall consist of all of the following (collectively, the "Rent"):

4.1. Base Rent: During the Term of this Lease Tenant agrees to pay and shall pay to Landlord as rent (the "Base Rent") One Dollar ($1.00) per year.

4.2. Extended Term Base Rent: In the event Tenant exercises its option to extend this Lease as provided in Section 3 herein, the Base Rent for the First Extended Term and for the Second Extended Term will be One Dollar ($1.00) per year ("Extended Term Base Rent").

4.3. Payment: Base Rent, or Extended Term Base Rent, as the case may be, shall be paid by Tenant, without deduction or offset, in advance without prior notice or demand to Landlord at its offices at the address hereinafter set forth for notices, or at such other address as Landlord shall direct Tenant in writing.

4.4. Other Expenses: The parties intend that the Base Rent be paid to Landlord net of all expenses for which Landlord may be liable with respect to the Premises. During the term hereof, as it may be extended, Tenant will be responsible for all expenses concerning the Premises and Tenant's tenancy thereof, including but not limited to:

1. All utilities;
2. Fire and Liability Insurance as further described in Section 18 hereof;
3. Personal Property Taxes relating to Tenant's tenancy;

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4. Real Property Taxes, if any, related to the Property; and
5. Repair and maintenance expenses for the Premises as further set forth herein.

5. SECURITY DEPOSIT:

There shall be no security deposit under this Lease.

6. FUNDING BY LANDLORD:

Landlord shall not be responsible for paying Tenant any amounts regarding the upkeep or repair of the Premises or the Landlord Exhibits during the term hereof, but Tenant may apply to the Unocal Foundation for a charitable contribution, or for additional Landlord Exhibits, without any obligation on the part of the Unocal Foundation to provide any such contribution or additional Landlord Exhibits.

7. USE:

Unless approved in advance by Landlord, in its sole and absolute discretion, the Premises may be used and occupied only for a first-class quality museum, all on the terms described below:

7.1. The Primary Museum Area. The first floor of the Main Building, including the one-story portion of the Main Building room commonly known as the "iron room" (collectively, the "Primary Museum Area") shall be used solely for museum purposes, but the use thereof shall be within the control and discretion of Tenant. The iron room contains public restrooms, curator office, exhibit area, workroom/office, utility restroom and switch room, and the office areas within the iron room may be used as offices for museum and general civic purposes.

7.2. The Restricted Areas. The second floor of the Main Building and the Rig Building (the "Restricted Areas") shall be maintained as currently furnished and configured. No museum, office or other use which may damage or alter the contents of the Restricted Areas may be made of the Restricted Areas without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. Notwithstanding the above, the room at the head of the rear stairway in the northeast section of the second floor of the Main Building may be used by Tenant as an office for museum and general civic purposes, but for no other use without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion.

The museum situated upon the Premises, and all parts thereof, and the grounds thereof, shall at all times be maintained by Tenant consistently with a first-class museum.

8. SIGNS AND SERVICES

8.1. Signs. Tenant may erect or install interior or exterior signage on or within the Premises provided that any required permit has been obtained and such signage is in compliance with all applicable law. Tenant acknowledges that Landlord intends during the term of this Lease to install a historic landmark plaque on the Premises.

8.2. Services. As of the Effective Date of this Lease, Landlord shall terminate and cancel all arrangements with providers of services to the Premises, including but not limited to utilities, telephone, janitorial service, garbage collection and security services, and Tenant shall be responsible for making arrangements with any and all services providers desired by Tenant.

9. LANDLORD EXHIBITS

9.1. Current Exhibits. The Premises currently contain those Landlord Exhibits listed on Exhibit "B" attached hereto and hereby incorporated herein. In the event Tenant elects not to maintain one (1) or all of such Landlord Exhibits, Tenant shall notify Landlord in writing and Landlord shall have sixty (60) days in which to remove one (1) or all of the Landlord Exhibits that are the subject of the notice. In the event Landlord fails to remove any of such Landlord Exhibits, within such sixty (60) day period, Tenant may keep or dispose of such Landlord Exhibits.

9.2. No Use of Parts. Except in the event Tenant has provided a notice to Landlord to remove a Landlord Exhibit and Landlord has elected not to remove such Landlord Exhibit, Tenant may not remove any part of any Landlord Exhibit for use in any other exhibit or otherwise without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

9.3. New Landlord Exhibits. In the event Landlord would like to propose a new Landlord Exhibit for display within the Primary Museum Area, Landlord shall provide a proposal therefor to Tenant for Tenant's consideration, in Tenant's reasonable discretion. Tenant shall respond to Landlord's proposal within thirty (30) days after receipt thereof. Tenant's failure to respond shall be deemed Tenant's disapproval of Landlord's proposal.

9.4. Material from Third Parties. Prior to the commencement of this Lease, Landlord shall terminate agreements with third parties for loan of artifacts and other items currently located on or within the Premises. Should Tenant wish to maintain any such artifacts or items, Tenant may negotiate directly with such third parties therefor.

10. REPAIRS AND MAINTENANCE:

10.1. Tenant's Obligation. Tenant, at its sole cost and expense, shall keep and maintain the Premises as a first-class museum. Expressly, but without limiting the generality of the foregoing, Tenant shall maintain the structure, interior and exterior of the Premises, including but not limited to the Landlord Exhibits, the exterior walls, windows and roofs; landscaping; interior partitions, floors and ceilings; the mechanical/ electrical/ plumbing; and the heating/ ventilating/ air conditioning systems in good order, condition and repair, and shall repair any damage, whether or not caused by acts or omissions of Tenant or its employees, agents, invitees or contractors. Tenant acknowledges that Landlord has made no representations or warranties concerning the current condition of any system or part of the structure of the Premises except that Landlord hereby warrants that Landlord shall have certain repairs performed on the HVAC system such that the HVAC system shall be operational on the effective date of this Agreement. Tenant further acknowledges that Landlord has disclosed that a certain drainage problem existed that Landlord believes, but will not warrant, has been fixed and that the Premises is subject to a recurring moisture problem on certain upstairs and downstairs walls. Prior to Tenant assuming occupancy of the Premises, Landlord will attempt to correct the moisture problem, but Landlord makes no warranties or representations concerning the correction of such problem.

10.2. Paint and Plumbing. Tenant acknowledges that Landlord makes no representations regarding, and has conducted no tests regarding, whether there is lead in the paint or plumbing of the Premises, and Tenant further acknowledges that any repairs or alterations to walls or plumbing are at Tenant's sole expense and risk.

10.3. Obligations Concerning the Land. Tenant shall only use the Land for performing its maintenance and landscaping responsibilities hereunder and for no other purpose. Expressly, but not limiting the generality of the foregoing, Tenant shall not perform any digging or other disturbance of the Land except as required for such maintenance and landscaping responsibilities.

10.4. Tenant's Failure to Act. If Tenant refuses or neglects to commence any repairs required hereunder and to complete them with reasonable dispatch, Landlord may make or cause such repairs to be made following five (5) days' written notice to Tenant of Landlord's intent to cause such repairs to be made; provided, however, that in the event of an emergency no notice shall be required. If Landlord makes or causes repairs to be made, Landlord shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's business or any or all Exhibits by reason of such repair work unless such loss or damage is due to the gross negligence or willful misconduct of Landlord or its employees, agents, licensees, invitees, or contractors. Tenant shall, upon ten (10) days' written notice from Landlord, pay to Landlord the cost of said repairs. Such amount shall be deemed to be additional rent hereunder. In the alternative, if Landlord elects not to effect such repairs, Landlord may assert whatever remedies it has at law or in equity for an uncured Event of Default under this Lease, including but not limited to Lease termination.

11. ALTERATIONS:

11.1. Primary Museum Area: Subject to the provisions of Sections 10.1 and 10.2 above, Tenant shall have the right to make alterations and improvements to the Primary Museum Area that are consistent with first-class museum operations, subject to Tenant's first obtaining all permits and approvals required by all governmental agencies with jurisdiction, at Tenant's sole cost and expense.

11.2. Restricted Areas: Tenant shall be prohibited from making any alterations or improvements to the Restricted Areas, or either of them. Tenant shall maintain the Restricted Areas in the same manner and condition as at the commencement of this Lease.

11.3. Ownership And Removal: Subject to the provisions of Section 11.2 above, all Alterations made upon the Premises by either party, but not including Exhibits which are not Landlord Exhibits, shall become the property of Landlord at the termination of this Lease, and shall remain upon and be surrendered with the Premises as a part thereof at the end of the Term or any Extended Term. Within a reasonable time after the end of the Term or any Extended Term Landlord may, by written notice to Tenant, require Tenant to remove any Alteration or Exhibit installed on Tenant's behalf. Tenant shall repair any damage to the Premises arising from such removal or, at Landlord's option, Tenant shall pay to Landlord as additional rent all of Landlord's reasonable costs for such removal and repair.

11.4. Mechanics' Liens: To minimize the possibility of a lien being attached to the Premises, Tenant shall promptly pay all Contractors and materialmen. Should any such lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord. Landlord shall have the right to post and maintain on the Premises such notices of nonresponsibility as are provided for under the mechanics' lien law of California.

11.5. Notice. Tenant shall provide written notice to Landlord of any alterations performed by or on behalf of Tenant which (i) exceed One Thousand Dollars ($1,000) individually or in the aggregate; or (ii) affect the building systems or exterior appearance of the Premises.

12. CONTRACTORS:

All contractors to be used by Tenant for any work required or permitted hereunder (individually, a "Contractor" and collectively, "Contractors") shall (a) be licensed by the State of California and (b) provide bonds, insurance and indemnities reasonably satisfactory to Landlord.

13. COMPLIANCE WITH LAWS:

Tenant shall, at its own cost and expense, promptly and properly observe, comply with and execute all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities with jurisdiction with respect to the Premises during Tenant's tenancy, including but not limited to those matters arising from Tenant's use, occupancy or enjoyment of the Premises. In particular, but without limiting the generality of the foregoing, no alterations shall be made to the Premises except pursuant to, and in strict compliance with, permits issued by the local regulating authority.

14. HAZARDOUS MATERIALS:

Tenant acknowledges that Landlord has provided to Tenant a copy of that certain Phase I Environmental Site Assessment: Unocal Oil Museum, 1001-1003 East Main Street, Santa Paula, California. Prior to Tenant's occupancy of the Premises, Landlord shall remove the asbestos-containing material referred to as Sample No. 24784 from the Premises, at Landlord's sole cost and expense. Except for such asbestos-containing material, and except as set forth in the indemnity contained in Section 17.5 below, Landlord shall have no liability for any "Contamination," as defined below, on, under or within the Premises. As used herein, "Contamination" shall mean

any hazardous or toxic material, substance, chemical or waste, contaminant, emission, discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation, which has as a purpose the protection of health, safety or the environment, including but not limited to petroleum or petroleum products or wastes derived therefrom.

15. SECURITY:

Tenant shall provide security for the Premises, including but not limited to adequate security to protect the Restricted Areas and their contents from theft and vandalism. Visitors to the Restricted Areas shall at all times be accompanied by an employee or agent of Tenant. Loss and/or theft of museum articles from the Restricted Areas shall be deemed an uncurable Event of Default.

16. DAMAGE OR DESTRUCTION:

In the event of damage or destruction to the Premises which renders the Premises unusable as a museum, this Lease shall immediately terminate. In the event of damage to the Premises that can reasonably be repaired, and if Tenant elects to repair such damage at Tenant's sole cost and expense, then, so long as such damage is in the Primary Museum Area, Tenant may proceed with such repair. In the event the Restricted Areas are damaged, Landlord shall elect whether to terminate this Lease or to permit Tenant to repair such damage, and in such event Landlord shall have the right to approve any and all plans for repair or reconstruction, in Landlord's reasonable discretion.

17. LANDLORD'S NONLIABILITY; WAIVER OF SUBROGATION AND INDEMNIFICATIONS:

17.1. Landlord's Nonliability. During the Term hereof, or any Extended Term, neither Landlord nor its parent, subsidiary or affiliated companies or their officers, directors, agents or employees (the "Landlord Group") shall be liable for any loss of any property within the Premises by theft or otherwise. Neither Landlord nor any member of the Landlord Group shall be liable for any injury or damage to persons or property within the Premises resulting from falling objects, gas, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works of same, or from areas adjacent to the Premises or subsurface, or from any other place, or from dampness or any other cause of whatever nature. Further, neither Landlord nor Landlord's agents shall be liable for obstruction of the natural light, or for interference caused by the construction

of any private, public or quasi-public work or improvement to the Premises.

17.2. Costs. Tenant shall reimburse Landlord as additional rent for all reasonable costs, expenses or damages incurred or suffered by Landlord by reason of any Event of Default by Tenant or by reason of damage to persons or property caused by moving property in or out of the Premises, or by the installation or removal of property of or for Tenant, or from any other cause due to the negligence or willful misconduct of Tenant and/or Tenant's employees, agents, visitors, customers or licensees, invitees, customers, or contractors (collectively, the "Tenant Group").

17.3. Subrogation Waiver. Tenant and Landlord agree that each party shall give immediate notice to the other party in case of fire or known accident to or defect in any fixture, appliance or equipment of the Premises. In no event shall Tenant or Landlord have any right of subrogation against the other for any injury, damage, or loss suffered, whether due to negligence or otherwise.

17.4. Tenant Indemnity of Landlord. Tenant hereby waives all claims against Landlord and all members of the Landlord Group for damages to any property of Tenant in, upon or about the Premises from any cause arising at any time. Tenant shall hold Landlord and the Landlord Group exempt and harmless from any damage or injury to any person or to the property of any person arising directly or indirectly from:

(a) the use of the Premises by Tenant;

(b) the operation or conduct of Tenant's business;

(c) the willful misconduct, omission or negligence of Tenant or any member of the Tenant Group; or

(d) the existence of any Contamination on or within the Premises resulting during Tenant's tenancy;

and Tenant hereby agrees to indemnify and save Landlord and all members of the Landlord Group harmless from all liability, loss, costs, claims, expenses and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries, losses or damages, except injuries, losses or damages caused solely by the gross negligence or willful misconduct of Landlord or any member of the Landlord Group.

17.5. Landlord Indemnity of Tenant. Landlord shall hold Tenant and the Tenant Group exempt and harmless from any damage or injury to any person or to the property of any person arising from the existence of any Contamination on or within the Premises resulting prior to Tenant's tenancy, and Landlord hereby agrees to indemnify and save Tenant and all members of the Tenant Group harmless from all liability, loss, costs, claims, expenses and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries, losses or damages, except injuries, losses or damages caused solely by the gross negligence or willful misconduct of Tenant or any member of the Tenant Group. This indemnity is expressly conditioned upon the following:

17.5.1. In the event Tenant shall identify any matter to which this indemnity may apply or shall receive notice or claim from any third party of such matter, it shall immediately, and in every case within thirty (30) days of said notice or claim, notify Landlord in writing of such matter, addressed to the attention of the President, Unocal Real Estate Division, Unocal Center, 1201 West Fifth Street, Los Angeles, California 90017.

17.5.2. Tenant shall cooperate with Landlord by allowing prompt access to the Premises by Landlord, its agents and consultants for the purpose of investigating any matter to which this indemnity may apply, and shall allow all necessary investigation including soil borings, monitoring wells and the taking of air, water or soil samples, including the reasonable opportunity to take split samples obtained by Tenant or its agents or any governmental agency with jurisdiction over the Premises (an "Agency"). Tenant shall provide Landlord with copies of all investigative reports, data or other information in any form which Tenant and its consultants, agents or attorneys may have pertaining to any such matter, on request of Landlord.

17.5.3. This indemnity extends only to liability due to Landlord's comparative fault and does not extend to liability for any Contamination due to acts or omissions of Tenant, its agents, predecessors, successors or assigns, or due to the acts or omissions of any third party.

17.5.4. This indemnity shall only apply to the extent of investigation, monitoring or remedial action that is required by an enforceable order of an Agency, an enforceable court order or decree, or such remediation action as is reasonably necessary to make practical use of the Premises as described herein under existing

governmental environmental, health and safety standards. In the event Landlord believes, in its sole and absolute discretion, that such use of the Premises cannot be so used, then Landlord may, upon thirty (30) days' advance written notice, terminate this Lease.

17.5.5. This indemnity shall termination upon expiration or sooner termination of this Lease.

18. INSURANCE:

18.1. Tenant's Insurance: At its sole cost and expense Tenant shall procure and keep in effect from the date of this Lease and at all times until the end of the Term or any Extended Term the following insurance:

(1) Either Comprehensive General Liability Insurance or Commercial General Liability Insurance applying to the use and occupancy of the Premises or any part thereof or any areas adjacent thereto, and the business operated by Tenant on the Premises. Such insurance shall include Broad Form Contractual Liability Insurance covering all of Tenant's indemnity obligations under this Lease. Such coverage shall have a minimum combined single limit of liability of at least ONE MILLION DOLLARS ($1,000,000.00) and a general aggregate limit of TWO MILLION DOLLARS ($2,000,000.00).

(2) Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of ONE MILLION DOLLARS ($1,000,000) each occurrence for Bodily Injury and Property Damage.

(3) Workers' Compensation Insurance as required by law, and Employers' Liability Insurance with a minimum limit of ONE MILLION DOLLARS ($1,000,000) per employee and One Million Dollars ($1,000,000) per occurrence.

All such policies shall: (i) be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term; (ii) be endorsed to add Landlord and all members of the Landlord Group as an additional insured; and (iii) be primary to any insurance maintained by Landlord. In addition, all such insurance shall: (x) provide for severability of interests; (y) provide that an act or omission of one of the named insureds shall not reduce or void coverage by other named insureds; and (z) afford coverage for all claims based

on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Such coverage shall be endorsed to waive the insurer's rights of subrogation against Landlord. All coverages described in this section shall provide Landlord with thirty (30) days' notice of cancellation or a change in terms.

18.2. Form of Policies: All insurance policies required to be carried under this Lease shall be written by companies authorized to do business in the State of California which are rated IX or better in the most recent edition of "Best's Insurance Guide". Tenant shall deliver to Landlord on or before the Commencement Date, and thereafter prior to expiration, certificates evidencing the policies required herein.

19. CONDEMNATION:

Prior to or during the Term hereof, or during any Extended Term, in the event of any exercise of the power of Eminent Domain, whether by a condemnation proceeding or otherwise, or any transfer of all or any part of the Premises or any interest therein made in avoidance of an exercise of the power of Eminent Domain (all of the foregoing being hereafter referred to as "Appropriation"), this Lease shall terminate on the date of such Appropriation. Landlord shall be entitled to any award made with respect to any Appropriation which affects the Premises.

20. HOLDING OVER:

If Tenant remains in possession of the Premises after the expiration or sooner termination of the Term of this Lease or any Extended Term without executing a new Lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, at a rental rate equal to One Thousand Dollars ($1,000.00) per month. Such month-to-month rent shall be calculated on a per diem basis for each day that Tenant remains as a holdover tenant, but shall be computed and payable on a calendar month basis, prorated to reflect occupancy of less than a full calendar month.

21. ESTOPPEL CERTIFICATES:

Tenant shall at any time, and from time to time, upon not less than fifteen (15) days' prior written notice execute, acknowledge and deliver a statement in writing, in a form acceptable to

Landlord, certifying that this Lease is unmodified and in full force and effect or, if there have been modifications, that the Lease has been modified and is in full force and effect as modified, with said modifications identified, and the dates to which rent and any other charges or payments have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this Section may be relied upon by Landlord party or by any prospective purchaser, mortgagee, or trustee or beneficiary of any deed of trust placed upon the Premises, the Property or the Building. Tenant's failure to deliver such statement within the thirty (30) day period shall be conclusive that this Lease is in full force and effect and unmodified and that there are no uncured defaults in Landlord's performance hereunder.

22. ACCESS:

Landlord and its designees shall have the right to enter the Premises at all times, (i) to inspect the Premises, including but not limited to the Exhibits contained therein; and (ii) to make repairs, additions or alterations to the Premises pursuant to the terms of this Lease. Landlord shall make a good faith effort to minimize any disruption of Tenant's operations under such circumstances.

23. TENANT'S COVENANTS:

23.1. Limitation of Activities. No auction, fire or bankruptcy sales may be conducted on the Premises except for such sales held for charitable or civic purposes. Tenant shall not commit any acts or carry on any practices that may injure the Premises or that could cause an increase in the premiums for fire or other insurance, nor shall Tenant store, sell or permit to be stored or sold in or about the Premises any article which might be prohibited by any insurance on the Premises or any part thereof. Tenant shall not store trash or garbage of any kind in or about the Premises. Tenant shall not use the Premises as sleeping or lodging rooms, or for any unlawful purpose or purposes.

23.2. Further Limitations. Without Landlord's written consent and approval Tenant shall not install any exterior lighting, plumbing fixtures, shades or awnings, or exterior decorations, or make any changes to the interior or exterior of the Premises except as otherwise permitted in this Lease.

24. DEFAULT:

24.1. Event of Default. Tenant shall have committed an Event of Default (an "Event of Default") if, after written notice, Tenant fails (i) within fifteen (15) days after written notice by Landlord to remedy any default in the payment of rents or any other sum due under this Lease; or (ii) within thirty (30) days to comply with any other term of this Lease; provided, however, that if the nature of the default is such that the same is not capable of being remedied within such thirty (30) day period, Tenant shall not be deemed to have committed an uncured Event of Default so long as Tenant commences a cure within such thirty (30) day period and diligently prosecutes such cure until completion. In the event of an uncured Event of Default by Tenant, Landlord shall have the right to exercise its remedies at law or in equity.

24.2. Tenant's Liability for Advances by Landlord: In the event of Tenant's failure to cure a non-monetary Event of Default as set forth above, Landlord may at any time, following five (5) days' prior written notice to Tenant, cure such breach for the account and at the expense of Tenant. If by reason of such Event of Default Landlord is compelled to pay, or elects to pay, any sum of money, or is compelled to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any actions or proceedings to enforce Landlord's rights under this Lease or otherwise, the sum or sums so paid by Landlord, together with all reasonable interest, costs and damages, shall be deemed to be additional rent under this Lease and shall be payable from Tenant to Landlord at such time as the next payment of Base Rent is due.

25. ATTORNEYS' FEES:

In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other party to perform or keep any term, covenant or condition of this Lease, the party prevailing in said action or proceeding shall be entitled to recover its court costs and reasonable attorneys' fees. As used herein, "the party prevailing" means the party in whose favor final judgment is rendered.

26. WAIVERS:

The waiver by Landlord or Tenant of any violation on the part of the other shall not be construed as a waiver of any subsequent violations. The receipt by Landlord of rents with knowledge of the

breach of any covenant or condition of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is specified in writing and is directed to the other party. No payment by Tenant or receipt by Landlord of a lesser amount than the Rents herein stipulated shall be deemed to be other than on account toward stipulated Rents.

27. REPRESENTATIONS:

Tenant represents that neither Landlord, Landlord's agents, any broker or salesman, nor any other person has made any representations with respect to the Premises or any part thereof except as herein expressly set forth. Except regarding the drainage and moisture problems described in Section 10.1 above and the potential for lead in the walls and pipes described in Section 10.2, Tenant hereby represents that it has no knowledge of any other defects in the Premises; provided, however, that Landlord acknowledges that Tenant makes such representation without investigation except that Tenant has made inquiry of Carol Schwindt, former museum coordinator, regarding any matters concerning the Premises. Subject thereto, possession of the Premises by Tenant shall be conclusive evidence, as against Tenant, that Tenant accepts the same "as is" and that the Premises was in good and satisfactory condition at the time such possession was taken.

28. ADDITIONAL RENT AND INTEREST:

Whenever any sum may be due hereunder from Tenant to Landlord and the same has not been otherwise designated as a form of additional rent, at the option of Landlord such sum may be deemed to be and collected as additional rent. Whenever the time for the payment of such sum has not been otherwise specifically designated, the same shall be due on the first day of the month following the demand of Landlord. Any rents or other sums of money which are not paid to Landlord by Tenant when due shall bear interest from the due date at the lesser of (i) the prime commercial rate then being charged by the Bank of America plus one and one-half percent (1-1/2%) per annum; or (ii) the highest rate permitted by law. In addition, Tenant shall pay a late fee of ten percent (10%) of any rental payment which is paid more than ten (10) days after it is due.

29. SURRENDER:

On the last day or sooner termination of the Term or Extended Term hereof, Tenant shall quit and surrender the Premises in as good condition as at the commencement of the Term, reasonable wear and tear excepted.

30. TIME:

Time is of the essence of this Lease.

31. ABANDONMENT:

Tenant shall not vacate or abandon the premises at any time during the term, and any such vacation or abandonment shall be a breach of the Lease. If Tenant shall abandon, vacate or surrender said premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed to be abandoned and title thereto shall pass to Landlord.

32. NOTICES:

Any notice required or permitted to be given hereunder or by law shall be in writing and shall be given by personal delivery, by a nationally recognized overnight courier service (e.g., Federal Express or the like), or by certified mail, return receipt requested, postage prepaid, to the addresses set forth herein. All notices shall be deemed received on the actual date of receipt as evidenced by a return receipt, or on the date of the first attempted delivery, whichever is earlier.

Landlord's address for notices shall be:

Union Oil Company of California
P. O. Box 7600
Los Angeles, CA 90051
Attn: Manager, Corporate Leasing

Tenant's address for notices shall be:

City of Santa Paula
970 Ventura Street
Santa Paula, California 93061
Attention: Executive Director,
Santa Paula Redevelopment Agency

Either party hereto may, from time to time by written notice to the other party, designate a different address for notice purposes.

33. BROKERS:

Landlord hereby represents and warrants that no broker or agent represented Landlord in this transaction. Likewise, Tenant represents and warrants that no broker represented Tenant in this transaction. Tenant agrees to indemnify Landlord, and Landlord agrees to indemnify Tenant, against any loss, expense or liability incurred as a result of proceedings brought by any other broker or finder claiming representation on behalf of the respective party.

34. ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily or by operation of law assign, sublease or otherwise transfer or encumber Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. In the event of such assignment or subletting, Tenant shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants or conditions of this Lease. Notwithstanding the above, however, Landlord shall consent to the assignment of this Lease to a non-profit entity formed for the purpose of operating and maintaining the museum contained within the Premises.

35. SUBORDINATION

Tenant agrees that this Lease shall be subordinate to any deeds of trust or mortgages that may hereafter be placed upon the Premises, provided that the beneficiary of such deeds of trust or mortgagee under such mortgages shall recognize this Lease of Tenant in the event of foreclosure if Tenant has not committed an uncured Event of Default under this Lease. If any beneficiary or mortgagee elects to have this Lease superior to its deed of trust or mortgage and gives notice of its election to Tenant, then this Lease shall be superior to such deed of trust or mortgage, whether this Lease is dated before or after such deed of trust or mortgage.

36. QUIET ENJOYMENT:

Provided that Tenant has not committed an uncured Event of Default under the terms and conditions of this Lease, Tenant may peaceably and quietly enjoy the Premises despite subordination under Section 35 herein. Tenant shall have the right to peacefully

and quietly have and enjoy possession of the Premises in accordance with the terms and provisions of this Lease, without encumbrances or hindrances by, from or through Landlord.

37. MISCELLANEOUS:

37.1. Binding Document. This Lease shall not be binding upon Landlord or Tenant until such time as Landlord and Tenant both shall have executed the same.

37.2. Language. The language in all parts of this Lease shall be construed according to its normal and usual meaning, and not strictly for or against either Landlord or Tenant.

37.3. Invalidity. Landlord and Tenant covenant and agree that in the event any term, covenant, condition, provision or agreement herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, condition, covenant, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement herein.

37.4. Context. Whenever the singular is used in this Lease as required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association.

37.5. Headings. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

37.6. Integration and Modification. This instrument, including Exhibits which are hereto attached, contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner other than by an agreement in writing signed by all of the parties to this Lease or their respective successors in interest.

37.7. Payments. Except as otherwise expressly stated, each payment required to be made by Tenant shall be in addition to and not in substitution for other payments made by Tenant.

37.8. Successors. Subject to Paragraph 34 (Assignment and Subletting), the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

37.9. Authority. Landlord and Tenant covenant that each individual executing this Lease by and on behalf of such party is a person duly authorized to execute this Lease for that party.

37.10. Jurisdiction and Construction. Any action brought pursuant to or in relation to this Lease shall be brought in the County of Ventura, State of California, and this Lease shall be construed under and in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto duly execute this Lease to be effective as of the Effective Date.

LANDLORD:

Union Oil Company of California,
a California corporation, dba UNOCAL

By _____

Its R. K. Jamison, President
~~Unocal Real Estate Division~~

TENANT:

The City of Santa Paula

By: Margaret A. Ely

Its: Mayor

lwp/7694.2/052193/lo]

EXHIBIT "A"
Page 1 of 1

Description of UNOCAL Museum Parcel
Santa Paula, California

Lots 30 and 31 and a portion of Lot 29 in Block 57, Town of Santa Paula, Blanchard and Bradley, Proprieters, in the city of Santa Paula, county of Ventura, state of California, as per map therof recorded in book 1, page 234 of Miscellaneous Records in the office of the county recorder of said Ventura County, described as a whole as follows:

Beginning at the point of intersection of the northeasterly line of North Tenth Street, eighty (80) feet wide, and the northwesterly line of Main Street, eighty (80) feet wide, said point being the southwesterly corner of said Lot 31; thence along said northeasterly line of North Tenth Street,

1st:- North 20°45'01" West 140.10 feet to the northwesterly corner of said Lot 31; thence along the northwesterly line of said Lots 31, 30 and 29,

2nd:- North 69°16'14" East, 130.06 feet; thence parallel with said northeasterly line of North Tenth Street,

3rd:- South 20°45'01' East 140.23 feet to a point on said northwesterly line of Main Street; thence along said northwesterly line,

4th:- South 69°19'33" West 130.06 feet to said point of beginning.

Unocal Oil Museum
Downstairs Inventory

Exhibit Area: Docent desk

Item	*Size*	*Description*
Tank truck model		Prototype model of 1920's Moreland tank truck
Cups & Saucers		Haviland china cup and saucer w/ Santa Paula Hardware Company imprint (2 sets)
Santa Paula plate		Loan from MAOH
Platter	10.5" dia	Haviland china platter w/ Santa Paula Hardware imprint
Plate	8" dia	Santa Paula Union High School
Plate	9" dia	Haviland china plate w/Santa Paula Hardware imprint
Plate	9"	Cash Dry Goods Co., Santa Paula
Paperweight		Turtle paperweight from Ventura County Power Co.
Creamer		Ceramic creamer from Universalist Church, Santa Paula
Cake server		Spatula from C&R Grocery Co.
Thimble holder		Thimble container, E.A. French (Fillmore)
Boot hook		Imprinted Blumenthal's Bootery
Trophy	18"	Percheron Derby trophy
Books		Miscellaneous reference books
Desk		Docent desk w/roll top and return
Monitor, security		Sanyo VM4515 15" security monitor w/ MV50 Robot Research video processor
Chair, swivel		Swivel arm chair, oak, slat back
Advertisement	25"x18"	Santa Paula Hardware Christmas gift ad; 1909; oak frame under glass
Remote control units (2)		Universal remote control units for video monitors

Exhibit Area: Entrance area

Item	*Size*	*Description*
Time Clock	46"x16.5"	Antique oak w/ Union Oil Company of California decal
Time Card holder	35.5"x6.25"	25-slot time card rack, oak
Guest book pedestal	19"x22.5"	Oak w/ laminate top

Exhibit Area: Age of Petroleum

Item	*Size*	*Description*
Monitor (3)	25"	Sony PVM-2530 monitor mounted in wall unit
Photograph	16"x25.25"	Photograph of Union Oil Building at the turn of the century; oak frame

Exhibit Area: Santa Paula and Unocal

Item	*Size*	*Description*
Diorama and mural	32' wide	Mounted mural of early Santa Paula with diorama of wooden drilling derrick, work shed and Union Oil building
Monitor	19"	RCA F20538DG monitor w/ remote control; mounted in work shed
Letter	11"x8.5"	Lyman Stewart resignation letter, August 6, 1895
Letter	9"x4.5"	Bank of Santa Paula letter, March 11, 1889; in plexiglass stand
Letter	11"x8.5"	Thomas Bard resignation letter, December 1900
Letter, 2 pages	11"x8.5"	Letter from George Smith ordering oils

Check	Union Oil Company of California payable to Sespe Oil, July 31, 1896
Stock certificate	United Oil Company stock certificate
Stock certificate	Torrey Oil company stock certificate
Stock certificate	Hardison & Stewart Oil Company stock certificate
Display cases (7)	Display cases w/ fluorescent lighting timeline of Unocal history

Exhibit Area: The nature of oil

Item	Size	Description
Viscosity exhibit	44"x19.5"x20"	Viscosity exhibit with 3 vials containing different viscosity fluids; operated by electric motor that turns vials; mounted on oak pedestal
Display cases (3)	37"x61"x37"	Display cases containing miscellaneous items:
Glassware (18 pieces)		Miscellaneous beakers, vials and test tubes
Molecule models (5 pieces)		Models of 5 different hydrocarbon molecules
Centrifuge	24"x16"x16""	Centrifuge powered by water pump; mounted in plexiglass case on oak pedestal
Sample kit		Oil sample kit w/ 9 vials w/ cork stoppers
Oil vials (10)		Simulated samples of various grades of oil mounted vertically above display cabinet
Pinball game	57"x24"x39"	Pinball game depicting refinery process; mounted on oak pedestal
Lubricity	48"x22.5"x17""	Lubricity exhibit showing lubricating quality of oil; one side of gears notin oil; the other side is in oil; mounted on oak pedestal

Exhibit Area: The Geology of Oil

Item	*Size*	*Description*
Display case	38"x31.75"x34.5"	Plexiglas cube on oak pedestal
Microscope	13"	Used by Stanley Whissler
Surveyer's transit		Surveying equipment w/ tripod and leather case (loan from MAOH)
Chronometer & case	26.5"	Laboratory chronometer: glass tube with microscope-type eyepiece on top
Display cases (3)	37"x61"x37"	Display cases containing miscellaneous items; vertical mounted display panels showing underground techniques
Core Samples (6)		Miscellaneous core samples: shale-Miocene; hard sandstone-Oligocene; Monterey-Miocene; shale-Pliocene; Pliocene saturated (2)
Marine organisms (5)		Models of short-lived marine organisms; Plaster of Paris on plexiglass pedestals
Fossils (34 pieces)		Historical timeline w/ fossils from Pleistocene to Cretaceous
Fossils (7 pieces)		Miscellaneous petrified wood and fossils
Fossils (15 pieces)		Miscellaneous fossils
Globe video theater	41.5" dia	Hemisphere globe w/ viewing port; sign "Looking Inside the Earth for Oil;" mounted on oak pedestal
Monitor	25"	Sony PVM2530 monitor mounted inside globe
Black Gold	40.5"x41.5"x33"	Black Gold oil exploration game; mounted on oak pedestal
Macintosh computer		Macintosh II computer with touch screen and processing unit
Monitor	9"	Zenith F0920A 9" monitor
Monitor	20"	Sony GVM200 monitor w/ touch screen for Macintosh computer

Laser Disc Player	Sony LDR 1500 laser disc player; mounted in Black Gold exhibit
"Touch the Past"	Fossils in earth mounted on oak pedestal

Exhibit Area: Drilling and Producing Oil

Item	Size	Description
Pump	75"	Cutaway of well pump mechanism
Rotary drill rig model	61"x30"x31"	Model of rotary drilling rig; mechanized; mounted on base with underground cut away to show bit; in plexiglass box
Pumper model	36"x41.5"x23""	Lufkin pumping unit mounted on base; in plexiglass box
Tank battery model	16"x41.5"x23"	Model of field tank battery; 3 tanks;in plexiglass box
Drill bit	8.5"	Early 1950s; 4-roller
Drill bit	9"	"Cobra" bit
Drill bit	7.875"	4-cone bit
Drill bit	9"	Blade bit
Map	26.5"x40.5"	Bardsdale oil field map, original
Drill bit	15"	4-roller; Reed Tool Company; blue
Drill bit	17.875"	3-roller bit, Reed Tool Company; red; w/ one cutaway roller
Weight Indicator	56"x25"	Martin-Decker weight indicator on display stand (steel tube); 1926

Exhibit Area: Offshore Oil

Item	*Size*	*Description*
Jackup Rig model	38" high	Reading & Bates "D.K. McIntosh" jackuprig model in plexiglass and brass display case; sand base
Drill ship model	44" long	Reading & Bates "Douglas Carver" drill model w/riser; in plexiglass and brass display case
Semi-submersible model	13" square	Model of semi-submersible drilling rig; in plexiglass and brass display case
Platform model	48" high	Model of Platform Cerveza; in plexiglass and brass display case
Monitor	13"	Proton 613S 13" monitor w/ remote control

Exhibit Area: Marketing Petroleum

Item	*Size*	*Description*
Display cases (4)	55" wide (2); 58" wide (1); 70"w (1)	Rail mounted display cases with fluorescent lighting
Auto products (66 pieces)		Miscellaneous historical auto products
Pocket calendars (9)		Union Oil Company pocket calendars
Gasoline pump		Mobile gasoline dispenser w/ crank pump; red tank
Tire changer		Tire changer w/ tire
Dispenser		Early 1930's gasoline dispenser w/ lighted Union 76 globe on top
Oil dispenser		Motoreze oil dispenser
Monitor	25"	Sony PVM2530 25" monitor
Cash Register		Solid brass National Cash Register model, circa 1921; tagged originally sold to Union Oil Co
Credit cards (3)		Early Union Oil Company credit cards
Cap		Leather dealer's cap
Can tags (13)		Miscellaneous can tags
Pins (3)		Union 76 pins
Billboards (2)		Wall-mounted billboards depicting scenes from calendar cars; Aristo

Exhibit Area: Transporting Petroleum

Item	*Size*	*Description*
Tank ship model	49"	Model of *S. S. Sansinen*" (not noted on ship)
Tank truck model	34"	Model of Unocal western tank-truck combination
Gate valve		Cutaway of typical gate valve
Photograph	24"x24"	Memorabilia on Garret Ray, Union Oil seaman; license, photograph, etc. mounted in frame under glass
Letters	26"x31"	Mounted letters (4) on shipping; notice of sale of *W. L. Hardison*; mounted in frame under glass

Exhibit Area: Safe

Item	*Size*	*Description*
Folding chairs (48)		Metal folding chairs
Cart		Carrier for folding chairs
Tables (2)	30"x8'	Folding banquet tables

Exhibit Area: Modern Uses of Petroleum

Item	*Size*	*Description*
Display cases (2)	63.5"x18.5"	Horizontal display cases w/ backlit copy

Exhibit Area: Early Uses of Petroleum

Item	*Size*	*Description*
Lamps, hurricane (5)		Miscellaneous hurricane lamps
Kerosene lamps (2)		Brass kerosene lamp
Kerosene can		Kerosene can; glass w/ metal frame
Oil products (39)		Miscellaneous oil-based products
Oil products (24)		Miscellaneous oil-based products
Arrowheads (8)		Miscellaneous arrowheads (Loan from Craig Logsdon)
Dice (6)		Walnut dice w/ pitch
Whistle		Bone w/ abalone decoration
Knife		Wood w/ arrowhead blade
Basket, woven		
Grinding stone		Stone w/ grinder
Abalone shell		
Tar sample		Example of pitch found in local area

Exhibit Area: Sands of Time

Item	*Size*	*Description*
Map	35"x35"	Map of Torrey Oil Field; by W. W. Orcutt; March 1902 (Loan from MAOH)
Map	29"x38"	Map of Rancho Sepse; in oak frame under glass
Photographs (10)	19.5x15.25"	Microfossils; mounted under plexiglass
Sands of Time		Sand sculpture depicting evolution of oil deposits
Plant, artificial	84"	Artificial plant in large brass tub
Plant, artificial	60"	Artificial fern in brass tub
Plant, artificial	24"	Artificial variegated plant in brass tub

Exhibit Area: Gallery

Item	*Size*	*Description*
Photograph	14.75"x14.75"	Photograph, Nevada mining camp
Photograph	14.75"x14.75"	Photograph, multi-brand service station
Photograph	14.75"x14.75"	Photograph; mid-1920s design
Photograph	14.75"x14.75"	Photograph; Beverly drive service station
Photograph	14.75"x14.75"	Photograph; Beatty, NV, service station

.Photograph	14.75"x14.75"	Photograph; Union delivery fleet
Photograph	14.75"x14.75"	Photograph, 1922 Packard
Photograph	14.75"x14.75"	Photograph; Sidney Smith
Photograph	14.75"x14.75"	Photograph; Barney Oldfield
Photograph (3)	48"x18"	Photograph; double-decker bus
Photograph (2)	26.5"x16.5"	Photographs (2); distribution center, oil rig
Photograph (2)	26.5"x16.5"	Photograph: auto centres
Photograph	20.5"x21.5"	Photograph; auto manufacturing
Photograph (2)	19.5"x27.5"	Photograph; touring with Ethyl
Photograph (3)	17.5"x41"	Photograph; touring with Ethyl
Photograph (2)	26.5"x16.5"	Photograph; touring with Ethyl
Photograph (3)	25.5"x34"	Marvel Crosson
Bench	48"	Wrought iron w/ oak slats
Plants, artificial (2)	36"	Flowering artificial plant in brass tub
Photographs (2)		Union Oil Building; comparative; old and current (color) on easel
Camera, security		Sanyo 3825 security camera w/ Computar 4.8 mm A-1 lens

Exhibit Area: Iron Room

Item	*Size*	*Description*
Bench (2)	60"	Wrought iron w/ oak slats
Palms (4)	various	Live palms in brass pots
Podium	51"	Oak, antique pulpit w/ slant top
Plaque		Ventura County Historical Landmark plaque
Bottles (21)		Historical bottles uncovered during construction
Theater cabinet	55"x34"x25"	Theater cabinet in laminate w/oak trim
Monitor	25"	Sony PVM 2530 monitor
Laser disc player		Pioneer LD-V2000 laser disc play
VCR		Philips VR66 4-head Hi-Fi VCR
Speakers		Realistic Minimus 0.3 (1 pair)
Camera, security		Sanyo 3825 security camera w/ Computar 4.8 mm A-1 lens
Camera, security		Sanyo 3825 security camera w/ Computar 4.8 mm lens (mounted on east exterior of building overlooking parking lot)

Exhibit Area: Cable Tool Rig Building

Item	*Size*	*Description*
Sucker Rods (7)		Miscellaneous historical sucker rods
Cable tool drilling rig		Cable tool drilling rig w/blacksmith forge and boiler; electrified with Reliance 3 hp motor
Display cases (2)	73"x18"	Oak cases on oak pedestals
Monitor cabinet	84"x86"x29"	Laminated cabinet
Monitor	25"	Sony PVM 2530 25" monitor
Bench (2)	60"	Wrought iron w/ oak lathes
Plant, artificial	96"	Artificial palm in brass tub
Plant, artificial	60"	Artificial plant in brass tub
Table	24"x36"	Oak table w/ shelf and drawer
PA system		Cordless microphone and amplifier
Camera, security		Sanyo 3825 security camera w/ Computar 4.8mm A-1 lens

Exhibit Area: Museum Office

Item	*Size*	*Description*
Desk	84"x45"	8-drawer walnut desk w/ keys
Chair, swivel		Vinyl w/ fabric seat; black, swivel; chrome base

Chair, side (3)		Arm chair w/ fabric back, seat; rust color
File cabinet	42"	3-drawer lateral file cabinet
Plant	84"	Dracaena plant w/ brass tub
Phone system		AT&T Voice Key System
Security monitor		Sanyo VM4515 monitor
Answering machine		Code-A-Phone answering machine; Model 4250
Remote phone		ATT MLC-5 Cordless Voice Terminal
Photograph	15.5"x34"	St. Helens lease
Certificate	22.5"x28"	Hardison Stewart Oil Company certificate of incorporation
Photograph	21"x21.5"	Santa Paula 1880
Photograph (3)	21.25"x42"	Keystone Patrician
Photograph	38.5"x27"	Little Grand Canyon well

Exhibit Area: Basement

Item	*Size*	*Description*
Laser Disc Player (6)		Pioneer LD700 laser disc player
Laser Disc Player (2)		Pioneer LDV-2000 laser disc player
Monitor		Sony PVM2530 25" monitor
Christmas tree	12"	Artificial tree with base and complete set of Victorian decorations
Christmas Wreaths (10)		Christmas wreaths for inside of all doors to museum
Stands (5)		Brass finished delineator stands (same type as in apartment upstairs)

Area: Backroom office and Workroom

Step ladder	6"	Aluminum ladder
Cable tool model		Replica of Lakeview #1 cable tool drill rig

Unocal Oil Museum
Upstairs Inventory

Room: 227

Item	*Size (HxWxD)*	*Description*
Lamp	16"	Clear glass chimney and base
Photograph	9"x7"	Black matte, 2 men
Fan, oscillating	13" diam	General Electric, brass blades, dark green housing, Cat No. 75423
Cabinet	51"x44"x15"	Amberg's Patent Cabinet Letter File; roll front,
Plant	60"	Palm, artificial; in 15" dia brass pot
Plant	60"	Palm, artificial; in 15" dia brass pot
Chair, side		Oak library side chair
Chair, side		Oak library side chair
Desk	48.5"x29.5x30"	Oak, 5 drawer with vertical file on right
Desk	48.5"x29.5"x30"	Oak, 5 drawer with vertical file on right
Ink well		Clear glass)
Seal, corporate		Torrey Canyon Oil Company Corporate seal; manual type
Painting	18.5"x14.5"	Landscape, lake and trees
Photograph	15.5" x 12.5"	Matted, w/ wood frame
Ledger books (27 pieces)	Miscellaneous	Assorted ledger books in safe
Chair, desk		Swivel, oak, vertical back
Chair, desk		Swivel, oak, vertical back
Light, fixture		4-globe, ceiling, combination gas/electric
Letter opener		Brass letter opener

Room: 217

Item	*Size (HxWxD)*	*Description*
Lamp	16"	Hurricane type, clear
Vase	8"	Cut glass
Photograph	23.25"19.25"	Shepherd, black wood frame
Chair, side		Oak w/ cane seat; board chair replica
Certificate	27.5" x 22.5"	Articles of incorporation for Sespe Oil Company; gold frame w/ matte
Desk	53"x32"x30"	Oak, 5-drawers, vertical file section, brass pulls
Humidor w/cigars	8"x5"	Clear glass w/ cigars
Ink well		Self-closing ink well
Ink well		Square, metal base w/ enclosed ink well
Ink well		Glass ink well in wooden boat with pen holders
Book	11"x8"	Petroleum Engineering Hand Book, First Edition
Book	11.5"x9.5"	Union Oil Tool Co: Oil Well Drilling and Fishing Tools
Palm, artificial	60"	Artificial palm in brass pot
Photograph	6.25"4.25"	Antique photograph of man (sitting) and woman (standing)
Letter opener	9"	Metal with ruler along one edge
Letter opener	6.25"	Bone letter opener
Chair, swivel		Oak, small, secretarial swivel
Light, fixture		2-globe, ceiling, gas

Room: 216

Item	*Size (HxWxD)*	*Description*
Lamp	20.5"	Clear glass chimney and base
Photograph	8"x6"	Photo of young girl w oval matte
Lamp	11.25"	Clear glass with short base
Plant, artificial	36"	Large leaf plant with footed brass pot

Room: 208

Item	*Size (HxWxD)*	*Description*
Photograph	15x16.5	Exterior, Santa Paula Machine Works
Photograph	15x16.5	Hughes Tool Company
Photograph	10.5x10.5	Dick Whidden, et al
Photograph	15x65	Oldsmobile Club picnic
Photograph	13.25x11	Lakeview Gusher
Photograph	15x16.5	Group at Santa Paula Machine Works
Photograph	17.5x46	Steams Lease Picnic
Photograph	15x16.5	Santa Paula Shop
Photograph	11.25x13	L.A. Oil Fields
Photograph	14.25x49	Steams picnic 1917
Photograph	13x16	Fred Stewart, et al
Photograph	17x50	Santa Fe Springs field 1922
Chair, desk		Oak, arm chair w/ leather seat insert
Light, fixture		Single globe, ceiling, gas fixture
Light, fixture		Single globe, ceiling, gas fixture

Room: 226 (Historic bay)

Item	*Size (HxWxD)*	*Description*
Palm, artificial	7'	Artificial palm in brass pot
Light, fixture		1-globe, ceiling, gas, brass

Room: 223 (Clerk's Office)

Item	*Size (HxWxD)*	*Description*
Adding machine		Burroughs adding machine, Serial # 6-287434
Ledger books (3 pieces)		Miscellaneous ledger books
Cabinet, desktop	13.5"x16.75"x17"	Oak, desktop ledger cabinet, 3 doors
Pencil sharpener		F.S. Webster cast iron pencil sharpener
Ink well	7" wide	3-slot ink well with flower design
File box	5.5"x6.75"x14"	Index card file box, oaks
Stapler		Acme No. 1 page crimper
Crimper		Cast iron sheet crimper
Lamp	16"	Clear glass
Compote	7.5" high	Glass, etched compote
Photograph	6x3	Photograph of man in 3 panel cardboard frame
Plant, artificial	36"	Palm in brass pot
Light, fixture		4-globe ceiling, brass, gas and electric
Light, fixture		1 globe, wall, gas, brass
Light, fixture		1 globe, wall, gas, brass
Stool	41" high	Oak, swivel, wood inset seat
Paper Weight		Cast iron paper weight
Paper clip		Cast iron paper clip

Room: 219

Item	*Size (HxWxD)*	*Description*
Chair, side		Oak side chair w/cane seat; replica of original board chairs
Chair, side		Oak side chair w/cane seat; replica of original board chairs
Chair, side		Oak side chair w/cane seat; replica of original board chairs
Print	24.5"x29.5"	Print of U.S. Capitol
Plant, artificial		Artificial fern in brass pot
Plant stand	29"	Oak stand with brass plate in base
Lamp, fixture		2-globe, brass, hanging, gas/electric combination
Lamp, fixture		2-globe, brass, hanging, gas/electric combination

Room: 210

Item	*Size (HxWxD)*	*Description*
Clock	21.5x15	Wall clock, pendulum, roman numeral face
Painting	33x27	Print in mahogany frame; tree on hillside over ocean
Painting	24x30	Print of "Last Spike"
Fan		Oscillating fan, black base, brass vanes
Lamp, hurricane	16"	Hurricane lame, clear glass
Photograph	12.5x8.5	Framed photograph of young girl
Photograph	8.25x4	Matted photograph of young "dandy"
Photograph	7.25x5.25	Matted photograph of man and woman (F. Wm Weber)
Chair		Wing chair, leather
Chair, side		Oak w/ leather seat/back
Chair, side		Oak w/ leather seat/back
Lamp, desk	24"	Brass with green glass shade
Ink well		Combination ink well, pen holder; in bronze
Blotter		Ink blotter in bone and brass
Cash box	4.5"x7"x3"	Cash box w/handle
Desk	62x32	9-drawer, oak
Chair, desk		Oak, swivel, arms, black leather seat inset
Plant, artificial	7'	Palm in brass pot
File cabinet	53"x20"x28.5"	Oak, 4-drawer
File cabinet	53"x20"x28.5"	Oak, 4-drawer
File cabinet	53"x20"x28.5"	Oak, 4-drawer
Book		Ledger book
Light, fixture		2 globe, brass, ceiling, gas
Tapestry	35"x16"	Tapestry, brocade

Room: 207

Item	*Size (HxWxD)*	*Description*
Painting	29.5x33.5	Print w/frame, still life flowers
Photograph	13x17	Santa Paula 1888
Clock		Schoolhouse Regulator Octagonal face w/ pendulum
Painting	9x32.5	Niagara Falls
Painting	13x16	Lighthouse
Chair, side		Oak w/cane seat; replica of original board room chair
Chair, side		Oak, arms, w/ leather back inset
Spittoon	12"	Brass
Plant, artificial	7'	Artificial palm in large brass planter
Lamp	16"	Hurricane lamp, clear glass
Photograph	4x6.5	Matted portrait of man/woman, Paige photography
Chair, desk		Oak, swivel desk chair, arms, cane seat, leather back insert
Desk	60x31	Oak, 8-drawer
Humidor		Cigar humidor, silver lid w/ cigars
Ink pad	4.25x3	S. G. Adams Co. ink pad
Note pad		Bank of Marshal
Ink well	7x5.5	Double ink well, clear glass
Ink well w/pen		Round Sengbush inkstand w/ pen
Book		Well record book
Book		Oil Journal

Room:202

Item	*Size (HxWxD)*	*Description*
Mirror		3-panel w/ frame
Soap		Lifebuoy soap in box
Sink commode		Sink w/ faucet and draped cabinet
Refrigerator		General Electric w/ motor on top
Wall rack		Wall spice rack, maple
Clock		Apple shaped clock, electric
Range, gas		Magic Chef, 4-burner w/ 3-doors
Coffee pot		Drip percolator, stove top
Double boiler		Enameled, double boiler pot
Ironing board		Wooden w/ pad
Iron		Sunbeam steam iron w/ extra water tank
Water cooler		Arrowhead water cooler
Telephone		Black, rotary desk model, Hyatt number plate
Telephone stand		Mahogany, 4-legged
Mixer		Hamilton Beach No. 16, shake mixer
Toaster		Waters-Genter, Mode JA-3
Cabinet		Oak pantry cabinet w/ flour glass door, 3-drawer, 2 cabinets
Waffle Iron		General Electric, 119W4, nickel plated
Dining set		46x34 table and 4 chairs, nickel legs, plywood top and seats
Fireplace set		4-piece brass fireplace set
Radio		Majestic 5LA50 table radio, black case
Clock		Monterey clock, 48" high, wood case
Dishes		Miscellaneous dishes (40+ pieces)
Canned goods		Miscellaneous canned goods (11 pieces)
Light, fixture		Hanging single globe w/ chain
Step ladder	6"	Aluminum step ladder (in closet)

Room: 201

Item	*Size (HxWxD)*	*Description*
Radio		Zenith floor model, w/ short-wave
Photograph	12x8	Photograph of young girls on tilt frame
Print	15.5x12	Landscape print
Print	16.5x12.5	Print of Gibson girl
Photograph	9x12	Photograph of woman mounted in tilt frame
Photograph	8x10	Mounted photograph of family of young children
Dresser	29x45	6-drawer dresser w/ swivel mirror on top
Table	22x14x22	Telephone table,
Fan		Hunter fan w/ nickel plated blades and housing
Chair, rocker		Oak rocking chair w/ padded seat
Plant, artificial		Artificial fern w/ brass pot
Plant stand	3"	Wooden plant stand
Bird cage		Wire bird cage, painted, on hanging stand
Tricycle		Cast metal tricycle
Fire engine		Toy hook and ladder "SFD"
Baseball mitt		Fielder's mitt, leather
Baseball mitt		First baseman's mitt
Telephone		Black, rotary desk model
Clock		Westclox Big Ben electric alarm clock
Telephone table	11"x15.5"x20"	Mahogany telephone stand, 4-legged
Bed		Double bed w/ brass head board, foot board and quilt w/ 4 pillows
Plant stand	30"	Oak

Lamp, table	12"	Ceramic shade
Record player		Victrola (RCA Victor) w/ records
Table	24"x24"x29"	Mahogany 4-legged table
Plant, artificial	48"	Artificial palm in brass floor pot
Ash tray	24"	Floor standing ash tray w/ brass base
Chair		Oak arm chair, spindle back
Magazine rack	29"	Floor-standing rack w/ slots
Heater		American radiant heater
Photograph	6x9.5	Photo of woman in three-fold cardboard holder
Book		Bible
Bookends		Cast iron bookends w/ Indian Head design
Trunk	36"x20"x14"	Metal clad trunk
Stanchions (6)	37"	Stanchions to guide traffic, metal w/ brass finish
Light, fixture		4-bulb, ceiling, brass w/white globes, hanging
Light, fixture		1 globe, gas brass, wall mount

Room: 209

Item	*Size (HxWxD)*	*Description*
Plant, artificial	5'	Artificial palm w/ brass pot
Clock		Regulator wall clock w/ octagonal face and pendulum
Plant stand	17" dia	4-legged, 30" high plant stand, round top
Lamp	21"	Hurricane lamp, clear glass
Light, fixture		2-globe, gas, brass, ceiling
Chair, swivel		Oak swivel with leather seat insert
Desk		Tin top (loan from MAOH)
Bookcase		Glass front oak book case (loan from MAOH)
Map case		Map case with folding desk top (loan from MAOH)
Desk set		Bronze: blotter, ink well, letter opener, calendar holder and hand blotter (loan from MAOH)
Spittoon		Brass (loan from MAOH)
Humidor		Wooden, carved (loan from MAOH)
Book		*Mechanics and Materials* (loan from MAOH)
Photograph		Photo of John and Adelaide Orcutt (loan from MAOH)
Photograph		Photo of Gertrude and John Orcutt (loan from MAOH)
Photograph		Photo of Will and Molly Orcutt (loan from MAOH)
Photograph		Union Oil Ship (loan from MAOH)
Certificate		Stanford "S" award certificate (loan from MAOH)
Chair, desk		Desk chair, green leather, swivel (loan from MAOH)
Plate		Commemorte plate, Lakeview Gusher (loan from MAOH)

Room: Docent Changing Room

Ladder	16"	Aluminum extension ladder

940001

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is entered into this 1st day of May, 2004, by and among UNION OIL COMPANY OF CALIFORNIA, a California corporation ("Landlord") and the CITY OF SANTA PAULA, CALIFORNIA, a municipal corporation ("Tenant").

Recitals

A. Landlord and Tenant are parties to a certain Property Lease dated as of July 1, 1993 (the "Lease") with respect to certain real property, and the improvements thereon, located at 1001-1003 East Main Street, in the City of Santa Paula, County of Ventura, State of California, consisting of the Land, the Main Building and the Rig Building, all of which constitute the Premises, all as further defined in the Lease.

B. Tenant has subleased the Premises to the Santa Paula Redevelopment Agency, a public body, corporate and politic ("Subtenant") pursuant to a certain Sublease dated as of April 19, 1999 (the "Sublease"). Landlord has consented to the Sublease pursuant to a certain Master Lessor's Consent to Sublease dated as of 1999 (the "Consent").

C. Landlord has acquired certain additional real property adjacent to the Premises, as described on Exhibit "A" attached hereto and hereby incorporated herein (the "Additional Property"). The Additional Property is improved with a one-story building (the "Additional Property Building"). The parties wish to amend the Lease to include the Additional Property, as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements and conditions hereof and in the Lease, the parties agree as follows:

1. Recitals. The Recitals set forth above are expressly incorporated into this Amendment and shall be a part hereof.

2. Defined Terms. Terms defined in the Lease and used herein shall have the meanings ascribed to them in the Lease unless provided otherwise in this Amendment.

3. Addition of Additional Property. Section 1 of the Lease is hereby amended to include the Additional Property within the definition of the Premises. No additional rent shall be payable by Tenant to Landlord except for the Base Rent. Notwithstanding the foregoing, Section 4.4 of the Lease, requiring that the Base Rent shall be paid to Landlord net of all expenses for which Landlord may be liable with respect to the Premises shall expressly apply to the lease of the Additional Property by Tenant.

4. Use of Additional Property. As further described in Section 7 of the Lease, as a part of the Premises, the Additional Property may be used and occupied only for a first-class quality museum. Expressly, but without limiting the generality of the foregoing, Tenant intends to use the Additional Property, and the Additional Property Building, for the following purpose(s): Parking, storage and museum exhibitions.

5. Services. Section 8.2 of the Lease is amended to provide that Landlord makes no representations or warranties as to the availability of any utility services to the Additional Property, and Tenant shall make arrangements desired by Tenant for such utilities, at Tenant's sole expense.

6. Repairs and Maintenance. Tenant acknowledges that Section 10 of the Lease regarding repairs and maintenance shall expressly apply to the Additional Property, including the Additional Property Building. Expressly, but without limiting the generality of the foregoing, as further described in Section 10.3 of the Lease, Tenant shall not perform any digging or other disturbance of the Additional Property except as required for its maintenance and landscaping responsibilities. Tenant further acknowledges that Landlord makes no representations or warranties with respect to the condition of the Additional Property or the Additional Property Building, or any part thereof.

7. Alterations. Section 11 of the Lease is hereby amended to provide that Tenant shall make no alterations or improvements to the Additional Property, including the Additional Property Building, without the written consent of Landlord, which consent shall not be unreasonably withheld. All requests for approval should be accompanied by plans for the desired alterations or improvements. The provisions of Section 11.3 regarding ownership and removal of alterations or improvements after expiration of the Lease shall expressly apply to any such alterations or improvements to the Additional Property.

8. Environmental Condition of Additional Property. Tenant acknowledges that Landlord has disclosed to Tenant that certain environmental remediation activities have been conducted on the Additional Property, and that a "no further action" letter has been received from the County of Ventura, Environmental Health Division . As further set forth in Section 14 of the Lease, Landlord shall have no responsibility for any Contamination on, under or within the Additional Property.

9. Insurance. Within ten (10) days after the Effective Date, Tenant shall provide a certificate from Tenant's insurer stating that the Additional Property has been added to all of Tenant's insurance policies obtained pursuant to Section 18.1 of the Lease.

10. Amendment to Notices. Sections 17.5.1 and 32 of the Lease are hereby amended to provide that any notices shall be sent to Landlord at the following address:

Union Oil Company of California
Real Estate Services Group
376 South Valencia Avenue
Brea, CA 92823
Attn.: P.A. Ellis

11. Inclusion of Additional Property in the Sublease. Within thirty (30) days of the Effective Date, Tenant shall enter into a First Amendment to Sublease with Subtenant substantially in the form of Exhibit "B" which is attached hereto and hereby incorporated herein (the "Sublease Amendment"). As long as the Sublease Amendment is substantially in the form of Exhibit "B", Landlord agrees to enter into a written consent thereto in the form of Exhibit "C" attached hereto and hereby incorporated herein.

12. Effectiveness of Lease. Except as expressly set forth herein, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date first written above.

LANDLORD	TENANT
UNION OIL COMPANY OF CALIFORNIA	THE CITY OF SANTA PAULA, CALIFORNIA
By: Brian J. Kelly	By: Wally Bobkiewicz
Its: Brian J. Kelly Manager, Investment Properties	Its: City Manager

Approved as to form:

Karl H. Berger, City Attorney

ATTEST:

Steven J. Salas, City Clerk

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA CO. CAL.

940001StaPaulaAmend/030804/loj

EXHIBITS

EXHIBIT "A"	Description of the Additional Property
EXHIBIT "B"	Form of First Amendment to Sublease
EXHIBIT "C"	Form of Consent to Sublease

EXHIBIT "A"
ADDITIONAL PROPERTY

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel "A" of Lot Line Adjustment CDP No. 88-38, recorded June 30, 1999, as Instrument No. 99-125394 of Official Records.

Being Lots 27, 28 and the Easterly 20.50 feet of Lot 29 of Block 57 as the same are designated and delineated upon that certain map entitled, "Map of Town of Santa Paula, Blanchard and Bradley, Properties", and recorded in the office of the County Recorder of Ventura County in book 1, page 234 of Miscellaneous Records.

EXCEPT THEREFROM the oil, minerals and other rights granted to Edward W. Haskell by deed dated December 24, 1864, recorded in Book "B" Page 153 of Deeds.

Assessor's Parcel Number: 101-0-212-175

EXHIBIT "B"
FIRST AMENDMENT TO SUBLEASE

This First Amendment to Sublease (this "Amendment") is entered into this 1ST day of MAY, 2004, by and between the CITY OF SANTA PAULA, CALIFORNIA, a municipal corporation ("City") and the SANTA PAULA REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency").

Recitals

A. City is the tenant under a certain Property Lease dated as of July 1, 1993 (the "Master Lease") with respect to certain real property, and the improvements thereon, located at 1001-1003 East Main Street, in the City of Santa Paula, County of Ventura, State of California, consisting of the Land, the Main Building and the Rig Building, all of which constitute the Premises, all as further defined in the Master Lease. The landlord thereunder is Union Oil Company of California, a California corporation ("Master Lessor").

B. City has subleased the Premises to Agency, a public body pursuant to a certain Sublease dated as of April 19, 1999 (the "Sublease").

C. City and Master Lessor have entered into a certain First Amendment to Property Lease dated MAY 1, 2004 (the "Lease First Amendment"), to add to the Master Lease certain additional real property, which is described on Exhibit "A" attached hereto and hereby incorporated herein (the "Additional Property"). The Additional Property is improved with a building (the "Additional Property Building").

D. The parties hereto desire to amend the Sublease to add the Additional Property as a part of the Premises described therein.

Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are expressly incorporated into this Amendment and shall be a part hereof.

2. Defined Terms. Terms defined in the Sublease and used herein shall have the meanings ascribed to them in the Sublease unless provided otherwise in this Amendment.

3. Addition of Additional Property. The Sublease is hereby amended to include the Additional Property within the definition of the Premises.

4. Addition of Lease First Amendment to Master Lease. Recital A and Section 7 of the Sublease are hereby amended to add the Lease First Amendment to the definition of the Master Lease.

5. Consent of Master Lessor. This Amendment shall not be effective unless Master Lessor executes a written consent to this Amendment. All other provisions of Section 8 of the Sublease shall be applicable.

6. Effectiveness of Lease. Except as expressly set forth herein, the Sublease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Sublease as of the date first written above.

Sublessee	Sublessor
SANTA PAULA REDEVELOPMENT AGENCY, a public body corporate And politic	THE CITY OF SANTA PAULA, CALIFORNIA, a municipal corporation
By: Wally Bohnning	By: Wally Bohnning
Its: Executive Director	Its: City Manager
ATTEST:	ATTEST:
By:	By:
Its: City Clerk	Its: City Clerk
Approved as to form:	Approved as to form:
for Karl H. Berger Agency Attorney	for Karl H. Berger City Attorney

REDEVELOPMENT AGENCY ESTABLISHED MARCH 20, 1989 CALIFORNIA CITY OF SANTA PAULA

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA CO. CAL.

940001StaPaulaAmend/030804/loj

EXHIBIT "A" TO FIRST AMENDMENT TO SUBLEASE
DESCRIPTION OF THE ADDITIONAL PROPERTY

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel "A" of Lot Line Adjustment CDP No. 88-38, recorded June 30, 1999, as Instrument No. 99-125394 of Official Records.

Being Lots 27, 28 and the Easterly 20.50 feet of Lot 29 of Block 57 as the same are designated and delineated upon that certain map entitled, "Map of Town of Santa Paula, Blanchard and Bradley, Properties", and recorded in the office of the County Recorder of Ventura County in book 1, page 234 of Miscellaneous Records.

EXCEPT THEREFROM the oil, minerals and other rights granted to Edward W. Haskell by deed dated December 24, 1864, recorded in Book "B" Page 153 of Deeds.

Assessor's Parcel Number: 101-0-212-175

EXHIBIT "C"
FORM OF CONSENT

MASTER LESSOR'S CONSENT TO SUBLEASE

The undersigned ("Master Lessor"), Landlord under the Master Lease, consents to the Sublease without waiver of any restriction in the Master Lease concerning further assignment or subletting.

Date: Oct 8, 2004

UNION OIL COMPANY OF CALIFORNIA,
a California corporation

By: Brian J Kelly

Its: Brian J. Kelly
Manager, Investment Properties

940001StaPaulaAmend/030804/loj

REINSTATEMENT OF AND SECOND AMENDMENT TO LEASE

This Reinstatement of and Second Amendment to Lease (this "**Amendment**") is entered into as of this 26 day of February 2009 by and between UNION OIL COMPANY OF CALIFORNIA, a California corporation ("**Landlord**") and the CITY OF SANTA PAULA, a municipal corporation ("**Tenant**").

RECITALS

A. Landlord and Tenant are parties to a certain Property Lease dated as of July 1, 1993 (the "**Original Lease**"), as amended by that certain First Amendment to Lease dated as of May 1, 2004 (the "**First Amendment**;" the Original Lease and the First Amendment are, together, the "**Lease**"), with respect to certain real property and the improvements thereon located in the City of Santa Paula, County of Ventura, State of California, consisting of the Land, the Main Building, the Rig Building and the Additional Property, all as more fully defined in the Lease.

B. The initial term of the Lease expired without Tenant having exercised its option to extend the term thereof; as of June 30, 2008 the Lease expired of its own terms and the tenancy of Tenant was converted into a periodic holdover tenancy under the same terms and conditions. It is the parties understanding that the failure to exercise the option to extend the term of the Lease was an oversight on Tenant's part, and Landlord is willing to agree to reinstate the Lease and extend the term of the Lease as though Tenant had properly given the requisite notice of its election to extend the term of the Lease in a timely manner.

C. Tenant desires to cause the removal of the Additional Property Building and all other existing improvements currently located on the Additional Property; toward that end, Tenant has prepared that certain booklet entitled ***City of Santa Paula Contract Documents for Gas Station Demolition Project*** dated September 2008 (the "**Demolition Plans**"), which Tenant has used to obtain bids for the performance of the proposed demolition plans.

D. Landlord is willing to allow Tenant to remove the existing improvements located on the Additional Property in accord with the terms of the Demolition Plans, under the terms and conditions set forth in this Amendment.

E. There is a minor scrivener's error in the Lease which the parties desire to address and correct in this Amendment.

F. All capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Lease.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements and conditions hereof, Landlord and Tenant agree as follows:

1. Incorporation of Recitals. All recitals set forth above are incorporated into this Amendment and shall be a part hereof.

2. Reinstatement and Extension of Lease Term. The Lease is hereby reinstated and the term thereof as set forth in Section 2 of the Lease is hereby extended for the First Extended Term, which the parties agree commenced on July 1, 2008 and shall expire at midnight on June 30, 2023.

3. Exercise of First Extension Option. The parties hereby acknowledge that by virtue of the reinstatement of the Lease and extension of its term as provided in Paragraph 2 above, Tenant will be deemed to have exercised its first of two options to extend the term of the Lease as provided in Section 3 of the Lease. Landlord specifically waives, as to the exercise of the first option to extend only, the provisions of the last paragraph of Section 3 of the Lease.

4. Demolition and Removal of Additional Property Improvements. Tenant shall have the right to cause the removal of the Additional Property Building and all other improvements located on the Additional Property, in accord with the terms of the Demolition Plans (herein, the "Demolition Activities"). Such demolition activities shall be performed in accord with the following terms and conditions:

4.1. Prior to the commencement of the Demolition Activities Tenant shall obtain all permits and approvals necessary for the performance of such work. The Demolition Activities shall be performed in a good and workmanlike manner.

4.2. Tenant shall provide Landlord with not less than five (5) days prior written notice of its intended commencement of Demolition Activities, in order that Landlord may take steps to post at the Additional Property notices of non-responsibility relating to the performance of such demolition work.

4.3. Landlord shall have the right, but not the obligation, to have one or more individuals present at the Additional Property to oversee or monitor Tenant's performance of the Demolition Activities.

4.4. If it becomes necessary to make a substantial change in the performance of the Demolition Activities from such activities as set forth in the Demolition Plans, Tenant shall provide Landlord with prior written notice of such proposed change in Demolition Activities, along with information as to the reason for such change.

4.5. Tenant shall properly dispose of all debris, materials and wastes generated during the performance of the Demolition Activities at appropriate off-site locations in accord with all laws and regulations. In the event there are any asbestos-containing materials, lead based paints or other Hazardous Materials discovered during the performance of the Demolition Activities, such Hazardous Materials shall be appropriately manifested and disposed of in accord with all federal, state and local laws and regulations.

4.6. After completion of the Demolition Activities Tenant shall cause the Additional Property to be graded to a flat and clean condition.

5. Modifications to Use of Additional Property. Section 7 of the Lease is modified to provide that, after completion of the Demolition Activities, any use of the Additional Property

for storage purposes will be performed in a manner which will not cause or create an aesthetically unpleasant view of the Premises.

6. Modifications to Section 10. The provisions of Section 10.3 of the Lease shall not apply to the performance of the Demolition Activities.

7. Modifications to Section 11. The Demolition Activities performed by Tenant pursuant to this Amendment shall constitute an Alteration pursuant to Section 11 of the Lease. From and after the completion of the Demolition Activities, Section 11.3 shall not apply to the Additional Property Building or other improvements removed during the performance by Tenant of the Demolition Activities.

8. Modification to Section 14. Section 14 of the Lease is modified to provide that, if petroleum products are discovered below the surface of the Additional Property during the performance of the Demolition Activities, Tenant shall promptly inform Landlord of such discovery, and shall allow Landlord and its consultants access to the Additional Property in order that Landlord may take any steps it deems reasonably necessary to investigate, test and/or remediate such petroleum products if required by any governmental agency with jurisdiction over such petroleum products. Except as specifically modified hereinabove, Section 14 remains unchanged.

9. Modifications to Section 17.4. The word "or" at the end of Section 17.4(c) is deleted, the word "or" is added at the end of Section 17.4(d) and a new Section 17.4(e) is added to the Lease, as follows:

> "(e) the discovery of asbestos-containing materials or lead-based paint during performance of the Demolition Activities, and the proper removal, manifesting and disposal of such materials by Tenant."

10. Modifications to Section 17.5. The first sentence of Section 17.5 of the Lease is deleted in its entirety, and the following sentence is added in its place:

> "Landlord shall hold Tenant and the Tenant Group exempt and harmless from and damages of injury to any person or to the property of any person arising from the existence of any Contamination (**excluding only asbestos-containing materials and lead-based paints within any improvements on the Additional Property**) on or within the Premises resulting prior to Tenant's tenancy, and Landlord hereby agrees to indemnify and save Tenant and all members of the Tenant Group harmless from all liability, loss, costs, claims, expenses and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries, losses or damages, except injuries, losses or damages caused solely by the gross negligence or willful misconduct of Tenant or any member of the Tenant Group."

11. Correction of Scrivener's Error. Section 17.5.5 of the Lease is deleted in its entirety and the following new Section 17.5.5 is inserted in its place:

> "17.5.5. This indemnity shall terminate upon expiration or sooner termination of this Lease."

12. Change of Landlord's Address for Notices. Sections 17.5.1 and 32 of the Lease are hereby further amended to provide that any notices shall be sent to Landlord at the following addresses:

"Landlord's address for notices shall be:

Union Oil Company of California
c/o Chevron Business and Real Estate Services
4051 Broad Street, Suite 230
San Luis Obispo, CA 93401
Attention: Kelly A. Duran

With a copy to:

Chevron Corporation
6001 Bollinger Canyon Road
San Ramon, CA 94583
Attention: Mary A. Parish

13. Addition of new Section 18.3. A new Section 18.3 is added to the Lease, as follows:

"18.3. Landlord understands and acknowledges that Tenant is a public entity and is a member of the California Joint Powers Insurance Authority, pursuant to a joint powers agreement, and the limits of liability under the agreement is $50,000,000 annual, aggregate and per occurrence. Landlord agrees to accept Tenant's status as satisfactory compliance with Landlord's insurance requirements. In the event Tenant decides to change its insurance status, Tenant agrees to provide Landlord with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, Tenant agrees to provide Landlord with appropriate evidence of insurance coverage(s)."

14. Further Environmental Disclosures re: Additional Property. Paragraph 8 of the First Amendment is deleted in its entirety, and the following new language is inserted in its place:

"Tenant acknowledges that Landlord has disclosed to Tenant that certain environmental remediation activities have been conducted on the Additional Property, and that three separate "no further action" letters have been issued by the County of Ventura Environmental Health Division (the "**Division**") with respect to the completion of remediation activities at the Additional Property. Copies of the "no further action letters" have been provided by Landlord to Tenant, and Tenant has been advised that all environmental reports related to the performance of environmental remediation activities which were filed with the Division in connection with such activities are in the records of the Division and can be accessed or reviewed by Tenant. Except as specifically set forth in Section 14 of the Lease, Landlord shall have no responsibility for any Contamination on, under or within the Additional Property."

15. Except as specifically modified by the terms of this Amendment the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date set forth above.

Landlord:

UNION OIL COMPANY OF CALIFORNIA,
a California corporation

By: _____

Name: Brian J. Kelly

Its: Assistant Secretary

Tenant:

CITY OF SANTA PAULA,
a Municipal corporation

By: _____

Name: WALLY BOBKIEWICZ

Its: CITY MANAGER

APPROVED AS TO FORM:

_____

Karl H. Berger, City Attorney

THIRD AMENDMENT TO LEASE
(UNION OIL BUILDING PROPERTY)

This Third Amendment to the Lease (this "Amendment") dated as of June ___, 2023, is entered by and between the UNION OIL COMPANY OF CALIFORNIA, a California corporation ("Lessor"), and the CITY OF SANTA PAULA, a California municipal corporation and general law city ("Lessee"), sometimes collectively referred to individually as "Party" or collectively as "Parties".

RECITALS

A. Lessor and Lessee entered into that certain Oil Museum Lease, dated July 1, 1992, (the "Original Lease"), as amended by that certain First Amendment to the Lease dated as of May 1, 2004 (the "First Amendment") and that certain Reinstatement of and Second Amendment to the Lease dated as of February 26, 2009 (the "Second Amendment", together with the Original Lease and First Amendment, the "Lease"), with respect to certain real property and improvements thereon located at the address commonly known as 1001, 1003, and 1033 E. Main Street, Santa Paula, California (the "Property"). The Property consists of the Land, the Main Building, the Rig Building, and the Additional Property, as such terms are defined in the Lease.

B. The Lease is set to expire on June 30, 2023 and the Parties had intended for the Lessee to acquire the Property by way of a transfer agreement (the "Transfer Agreement") before the Lease expired.

C. Though the Parties have been diligently negotiating the terms of the Transfer Agreement, delays beyond the Parties' control have slowed the consummation of the Transfer Agreement.

D. In addition, pursuant to the Lease, Lessee has requested Lessor's consent to sublease the vacant lot (the "Lot") on the Property to the Ventura County Fire District (VCFD) for use as a temporary fire station. A sublease is being negotiated among VCFD and the Parties (the "Sublease").

E. The Sublease is needed so that VCFD can continue to provide Lessee with fire protection services while the VCFD builds a new fire station at a different site. VCFD will operate a temporary fire station on the Lot until completion of the new station. In order to set up the temporary fire station, VCFD wishes to begin paving and installing improvements on the Lot no later than July 1, 2023.

E. Because the Transfer Agreement negotiations have not yet concluded and VCFD desires to begin improvements on the Lot as soon as possible, the Parties are entering this Amendment to extend the term of the Lease until the closing on the Transfer Agreement or (if the Transfer Agreement does not close by December 31, 2023, until such date), and to allow for the Lot to be used as a temporary fire station.

F. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are expressly incorporated into this Amendment and shall be a part hereof.

2. Use of Property. The Lease requires the Property to be used and occupied only for a first-class quality museum. This Amendment allows Lessee to use the Property for the establishment of a temporary fire station that will be operated by the VCFD if and only if Lessee enters a sublease with the VCFD in the form attached to this Amendment as Exhibit A, with no material modifications to such form, it being understood and agreed by Lessee that, should the sublease to be entered with the VCFD be modified in any material respect from the form attached as Exhibit A, Lessor's consent shall be required for Lessee to enter into such sublease and for the permitted uses of the Property to be modified as contemplated in this Section 2.

3. Term Extended. Lessor hereby agrees to extend the term of the Lease until the closing of the Transfer Agreement, or, if the closing does not occur by December 31, 2023, until December 31, 2023.

4. Limited Amendment. Except as provided in this Amendment, all other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between this Amendment and the Lease, the provisions of this Amendment shall control. Whenever the term "Lease" is used in the Lease, it shall mean the Lease as amended by this Amendment.

5. Interpretation. The language in all parts of this Amendment shall be construed according to is normal and usual meaning and not strictly for or against either Lessor or Lessee.

6. Counterparts. This Amendment may be signed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

7. Signature Form. The Parties agree that this Amendment may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures.

[Signatures on next page]

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

LESSOR:

Union Oil Company of California,
a California corporation

By: _____
Name: _____
Title: _____

LESSEE:

City of Santa Paula, a
California municipal corporation

By: _____
Dan Singer
City Manager

CHVR-58743\2789750.3

EXHIBIT A

[Attach Approved Form of Sublease]

SUBLEASE AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT

THIS SUBLEASE AGREEMENT ("**Sublease**") is made and executed this ____ day of June, 2023, between CITY OF SANTA PAULA, a municipal corporation and general law city ("**Sublandlord**"), and VENTURA COUNTY FIRE PROTECTION DISTRICT, a California special district ("**Subtenant**" and, together with Sublandlord, the "**Parties**," or individually, a "**Party**").

RECITALS:

This Sublease is made with reference to the following facts and objectives:

A. Sublandlord is the tenant under that certain lease agreement dated July 1, 1993, as amended by that certain First Amendment to Lease dated May 1, 2004, as amended by that certain Reinstatement of and Second Amendment to Lease dated February 26, 2009 (collectively, the "**Master Lease**," attached hereto as Exhibit A and incorporated herein by this reference) with Union Oil Company of California, a California corporation (the "**Primary Landlord**" and, together with Sublandlord, the "**Oil Museum Parties**").

B. Pursuant to the Master Lease, Sublandlord leased those certain premises more particularly described in the Master Lease located on real property commonly known as 1001, 1003, and 1033 East Main Street, Santa Paula, California (the "**Premises**") improved with a two-story building (the "**Main Building**"), a cable tool drill rig building (the "**Rig Building**"), and a vacant lot of land used for parking (the "**Parking Lot**").

C. The Master Lease was set to expire June 30, 2023, subject to one additional 15-year term extension at Tenant's (as defined in the Master Lease) option. In lieu of a 15-year extension, the Primary Landlord has agreed to extend the Master Lease until the closing date set forth in a future transfer agreement (the "**Transfer Agreement**") between the Oil Museum Parties (the "**Closing Date**") but in no event beyond December 31, 2023 if a closing under the Transfer Agreement has not occurred by said Closing Date.

D. While the Master Lease remains in effect, Subtenant will construct a new fire station located at 114 S. 10th Street, Santa Paula, CA 93060 ("**Station 29**") pursuant to that certain Memorandum of Agreement for Fire Protection and Related Services Between the City of Santa Paula and the Ventura County Fire Protection District, entered on or about May 15, 2018. Construction of Station 29 is estimated to take approximately twenty-four (24) months to complete.

E. During construction of Station 29, Subtenant desires to sublease the Parking Lot from Sublandlord for use as a temporary fire station, and Sublandlord desires to

sublease the Parking Lot to Subtenant for such use, in accordance with the terms and conditions of this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **LEASE; DESCRIPTION OF PROPERTY.**

Sublandlord hereby leases to Subtenant, and Subtenant hereby leases from Sublandlord the Parking Lot with the address commonly known as 1033 East Main Street, Santa Paula, California ("**Subleased Lot**") as specifically described and shown on Exhibit B, attached hereto and incorporated herein by this reference.

2. **MASTER LEASE; PRIMARY LANDLORD TRANSFER AGREEMENT.**

2.1 The Parties acknowledge that the Subleased Lot is subject to the terms and conditions of the Master Lease. This Sublease shall not be effective unless and until the Primary Landlord signs this Sublease thereby giving its consent to this Subletting. The signature of the Primary Landlord at the end of this document shall constitute its consent to Sublandlord subleasing the Subleased Lot to Subtenant in accordance with the terms of the Master Lease and this Sublease. Subtenant will occupy the Subleased Lot in accordance with the terms of the Master Lease and will not suffer to be done, or omit to do, any act which results in a violation of or a default under the Master Lease. Each of Sublandlord and Subtenant hereby acknowledges and agrees that, except to the extent expressly provided herein, the terms of the Master Lease are not modified by this Sublease.

2.2 The Primary Landlord acknowledges that the Master Lease is in full force and effect and that Primary Landlord intends to transfer ownership of the Premises to Sublandlord by entering into a Transfer Agreement. Upon transfer, the Master Lease will terminate and Sublandlord will be fee simple owner of the Premises, which includes the Subleased Lot. Sublandlord and Subtenant acknowledge that, should such contemplated transfer of ownership of the Premises pursuant to such Transfer Agreement not be completed by December 31, 2023, the Master Lease and this Sublease shall expire as of December 31, 2023.

2.3 Subtenant acknowledges that the Oil Museum Parties are negotiating the Transfer Agreement and will cooperate in good faith not to interfere with the consummation of said agreement.

2.4 Upon the closing of the Transfer Agreement, this Sublease shall automatically convert to a lease between Subtenant and Sublandlord with its terms unchanged. As of the Acquisition Date, the Primary Landlord will cease to have any obligations or rights under this Sublease or the Master Lease with respect to the Parties except pursuant to any provisions of this Sublease or the Master Lease which expressly survive expiration or termination of such agreement. Sublandlord

and Subtenant acknowledge that, should such contemplated transfer of ownership of the Premises pursuant to such Transfer Agreement not be completed by December 31, 2023, the Master Lease and this Sublease shall expire as of December 31, 2023.

3. **TERM.**

This Sublease will commence on the date it is executed by both Subtenant and Sublandlord and will end, subject to the provisions of Section 2 above and Section 10 below, on September 1, 2025 (the "**Term**"). If there is a closing under the Transfer Agreement, the Term will continue as set forth in Subsection 2.4, unless earlier terminated by a Party in accordance with Section 10 below (the "**Term**").

4. **SUBTENANT IMPROVEMENTS.** Subtenant agrees to complete the following improvements to the Subleased Lot at no expense to Sublandlord (the "**Subtenant Improvements**"), it being acknowledged by Sublandlord and Subtenant that, in connection with the Subtenant Improvements, (i) Subtenant must comply with all applicable requirements of the Master Lease, including insurance requirements applicable to the "Tenant" under the Master Lease and its contractors and other agents, and (ii) before Subtenant may commence the Subtenant Improvements, Sublandlord shall secure the consent of the Primary Landlord thereto, with Sublandlord's request for such consent to be accompanied by proposed plans for the Subtenant Improvements:

4.1 Pave the Subleased Lot with new asphalt prior to occupancy;

4.2 Erect a perimeter fence with rolling ingress gate;

4.3 Provide landscaping in front of perimeter fence; and

4.4 Add more lighting for security purposes.

In the event that the contemplated transfer of ownership of the Premises pursuant to the Transfer Agreement does not occur, Primary Landlord shall have the right by written notice to Sublandlord to require removal of any or all Subtenant Improvements on or prior to expiration or earlier termination of the Master Lease. Primary Landlord shall incur no liability with respect to any such plan approval. Subtenant shall be solely responsible for ensuring that the Plans comply with applicable laws and are otherwise appropriate for the site and its intended use.

Notwithstanding any provision of the Master Lease or this Sublease to the contrary and whether or not the Primary Landlord has consented to the Subtenant Improvements as required herein, each of Sublandlord and Subtenant hereby agrees that (i) neither Landlord nor any member of the Landlord Group (as such term is defined in the Master Lease, the "**Landlord Group**") shall be liable for any claims, actions, damages, costs (including, without limitation, attorney's fees), injuries or liability, including, but not limited to, with respect to any hazardous materials or substances or other environmental conditions on or under the applicable portion of the Premises, resulting from the

construction or use of the Subtenant Improvements in connection with construction of the same (**"Claims Relating to Subtenant Improvements"**) and (ii) each of Subtenant and Sublandlord hereby indemnifies and holds harmless the Landlord Group from and against any Claims Relating to Subtenant Improvements. Should a member of the Landlord Group be named in any suit, or should any claim be against a member of the Landlord Group, by suit or otherwise, whether the same be groundless or not, with respect to Claims Relating to Subtenant Improvements, each of Sublandlord and Subtenant will defend such indemnified party (at such indemnified party's request and with counsel reasonably satisfactory to Primary Landlord or other applicable member of the Landlord Group) and will indemnify such indemnified party for any judgment rendered against it or any sums paid out in settlement or otherwise. The indemnity provided in this Section 4 shall survive the expiration or earlier termination of this Sublease, and it is in addition to, and not in lieu of, the indemnity set forth in Section 18.1 below.

5. USE OF SUBLEASED LOT.

5.1 Subtenant agrees to use the Subleased Lot solely for the purposes of a temporary fire station. Permitted uses include firefighter parking, placement of a trailer with a kitchen and living space, and storage of fire-fighting equipment and trucks.

5.2 Subtenant must not use or permit the use of the Subleased Lot in any manner that will tend to create waste or a nuisance.

6. UTILITIES.

6.1 Subtenant will pay for water, sewer, gas, and trash services for the Subleased Lot. Sublandlord will make and maintain proper connections with any and all water, gas, and sewer on or serving the Subleased Lot and will continue the connections and service thereof during the Term of the Sublease. Sublandlord will not pay for internet or television services.

7. CONDITION OF PREMISES; MAINTENANCE.

7.1 Subtenant accepts the Subleased Lot in its condition existing as of the date of the execution of this Sublease, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Subleased Lot and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Subtenant acknowledges that neither Primary Landlord, Sublandlord nor any member of the Landlord Group or agent of Sublandlord have made any representation or warranty as to the suitability of the Premises for the conduct of Subtenant's business.

7.2 Subtenant is responsible for maintaining the Subleased Lot in a good and safe condition. Subtenant will be responsible for the maintenance expenses of the property including equipment and fixtures it brings onto the Subleased Lot. "Maintenance expenses" includes without limitation costs associated with the repair of plate glass, electrical wiring, plumbing, air conditioning, roof repair, pest

control, exterior maintenance and repair, and preventing and repairing vandalism, except as caused by normal wear and tear.

8. **QUIET ENJOYMENT.**

Sublandlord agrees that Subtenant, upon observing and keeping the agreements and each of the covenants of this Sublease, will lawfully and quietly hold, occupy, and enjoy the Subleased Lot for the duration of the Sublease. At the end of the Sublease Term defined in Section 3, the Primary Landlord will have the right to require removal of any Subtenant Improvements pursuant to Section 4, above.

9. **CITY'S LIMITED WARRANTY.**

Sublandlord warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this Sublease and perform its terms and conditions, and, subject to Primary Landlord's consent to this Sublease, has the legal right, power, and authority to grant all of the rights granted herein.

10. **TERMINATION.** This Sublease may be terminated as follows:

10.1 By either Party without cause, provided 90 days' written notice is given;

10.2 Upon mutual written agreement of the Parties;

10.3 Upon the Subleased Lot being condemned; or

10.4 Should Subtenant materially breach this Sublease, within ninety (90) days of failing to cure the breach to Sublandlord's reasonable satisfaction after being notified by Sublandlord regarding such breach.

10.5 Upon expiration or earlier termination of the Master Lease prior to any transfer of ownership of the Premises pursuant to the Transfer Agreement, including but not limited to as specified in Section 2 above.

11. **CONDITION OF PROPERTY UPON TERMINATION.**

Upon termination of this Sublease for any reason, Subtenant will vacate the Subleased Lot and deliver it to Sublandlord in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted. The Subtenant Improvements described in Section 4 above shall not be removed, unless requested by Sublandlord.

12. **CONDEMNATION.**

If all or part of the Premises is acquired by eminent domain or purchase in lieu thereof, Subtenant acknowledges that it will have no claim to any compensation awarded for the taking of the Premises or any portion thereof.

13. **RELOCATION BENEFITS.**

Subtenant acknowledges that it was informed that Sublandlord is a public entity and that the Premises is leased by Sublandlord for a public purpose. Subtenant further acknowledges that any rights acquired under this Sublease arose after the date Sublandlord leased the Premises and that Sublandlord reserves its right to condemn this leasehold. Subtenant acknowledges that at the time of any condemnation of this Sublease, Subtenant will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

14. **FORCE MAJEURE.**

Should performance of this Sublease be prevented as a result of insured loss due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, pandemic, epidemic, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either Party to the other.

15. **ALTERATIONS.**

Except as provided by this Sublease and subject to any and all applicable additional requirements under the Master Lease, Subtenant will not make, or cause to be made, any alterations to the Subleased Lot without Sublandlord's prior written consent.

16. **ASSIGNMENT AND SUBLETTING.**

This Sublease may not be assigned, transferred, or sublet by Subtenant, court order, or through any other means. Any such purported transfer will be null and void.

17. **HOLDOVER.**

If Subtenant holds possession of the Subleased Lot after the expiration or termination of this Sublease with Sublandlord's written consent, Subtenant will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Sublease and the Master Lease, should the Master Lease still be in effect.

18. **INDEMNIFICATION.**

18.1 Subtenant indemnifies and holds each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord harmless from and against any third-party claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Master Lease or this Sublease, or its performance, except in each case as results from the sole active negligence of the indemnified party. Should any member of the Landlord Group (including, without limitation, Primary Landlord) or Sublandlord be named in any suit, or should any claim be against either, by suit or otherwise, whether the same be groundless or not, arising out of the Master Lease or this Sublease, or its

performance, pursuant to the Master Lease or this Sublease, Subtenant will defend, as applicable, such member of the Landlord Group (including, without limitation, Primary Landlord) or Sublandlord (at such indemnified party's request and with counsel satisfactory to such indemnified party) and will indemnify each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord for any judgment rendered against it or any sums paid out in settlement or otherwise. Subtenant will indemnify, defend, protect and hold each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord harmless from and against any third-party loss, cost, damage or liability (including attorneys' fees) of any kind or nature arising out of Subtenant's failure to perform or observe any of the terms and conditions of the Master Lease applicable to the Subleased Lot or this Sublease, except to the extent caused by such indemnified party or its invitees', agents' or employees' negligence or willful misconduct. Sublandlord hereby agrees to indemnify, defend, protect and hold each member of the Landlord Group (including, without limitation, Primary Landlord) and Subtenant harmless from and against any third-party loss, cost, damage or liability (including attorneys' fees) of any kind or nature arising out of Sublandlord's failure to comply with the terms of this Sublease or the Master Lease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of such indemnified party. The indemnities provided in this Section 18.1 shall survive the expiration or earlier termination of this Sublease.

18.2 For purposes of this section, "Sublandlord" includes Sublandlord's officers, officials, employees, agents, representatives, and volunteers.

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

18.4 The requirements as to the types and limits of insurance coverage to be maintained by Subtenant as required by the Master Lease and Section 19 below, and any approval of such insurance by Sublandlord, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subtenant pursuant to the Master Lease and this Sublease, including but not limited to the provisions concerning indemnification.

18.5 It is expressly understood and agreed that this Section 18 will survive expiration or earlier termination of the Master Lease and this Sublease.

19. **INSURANCE.** Subtenant will procure and maintain, at its own expense, during the Term of this Sublease, policies of insurance provided by insurance companies admitted to do business in the State of California with A.M. Best & Company ratings of at least A- / VIII and which are reasonably acceptable to Sublandlord, which policies are primary as to any other existing, valid and collectible insurance insuring Subtenant against loss or liability caused by or with the performance of this Sublease by Subtenant, or its agents, consultants, contractors, or subcontractors, in amounts not less than (i) as required under the Master Lease and (ii) as provided below:

19.1 Commercial General Liability Insurance with a minimum combined single limit of liability of at least $1,000,000 and a general aggregate limit of at least $2,000,000.

19.2 Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of at least $1,000,000 each occurrence for bodily injury and property damage.

19.3 Workers' Compensation Insurance as required by applicable law, and Employers' Liability Insurance with a minimum limit of at least $1,000,000 per employee and at least $1,000,000 each occurrence.

19.4 The insurance coverage required may be provided by one or more policies of insurance issued to Subtenant or its agents, consultants, contractors or subcontractors, provided, however, that in order for such insurance to be acceptable, Subtenant will contractually require such agents, consultants, contractors or subcontractors to indemnify, defend, and hold harmless each member of the Landlord Group and Sublandlord from and against claims and losses to the extent of Subtenant's obligations provided for in the Master Lease and this Sublease, with each member of the Landlord Group and Sublandlord named as an additional insured to such agreements, and such insurance policies will meet the requirements of this Section 20.

19.5 The policies of insurance will name each of member of the Landlord Group and Sublandlord as an additional insured and will not exclude or restrict coverage based upon alleged or actual negligence of an additional insured. Such insurance will provide coverage for claims and losses arising out of the actions of Subtenant or its agents, consultants, contractors or subcontractors on or about the Subleased Lot while the policy is in force, regardless of whether the claim or loss arises after the policy is expired.

19.6 Prior to its occupancy of the Subleased Lot, Subtenant will deliver to Sublandlord, and Sublandlord will forward to Primary Landlord, a certificate of insurance and additional insured endorsements evidencing the existence of the policies and further evidencing that coverage will not be canceled or materially changed prior to thirty (30) days' advance written notice to each of Primary Landlord and

Sublandlord. Subrogation against each of Primary Landlord and Sublandlord will be waived as respects all of the insurance policies required above (including policies of any subcontractor). The insurance required in no way limits or restricts any indemnity by Subtenant or its agents, consultants, contractors, or subcontractors under the Master Lease or this Sublease nor by any limitation placed on the indemnity as a matter of applicable law.

20. **COMPLIANCE WITH LAW.**

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

21. **WAIVER OF BREACH.**

Any express or implied waiver of a breach of any term of this Sublease will not constitute a waiver of any further breach of the same or other term of this Sublease.

22. **NOTICES.**

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

If Subtenant: County of Ventura
Public Works Agency
Real Estate Services
800 South Victoria Avenue, L#1600
Ventura, CA 93009
Attn: George Andrade

If Sublandlord: City of Santa Paula
970 E. Ventura St.
Santa Paula, CA 93060
Attn: City Manager___

23. **THIRD PARTY BENEFICIARY.**

The Parties agree that the Primary Landlord shall be a third-party beneficiary of this Sublease and shall have the right to enforce provisions of this Sublease benefitting either

Primary Landlord or Sublandlord, including but not limited to provisions of this Sublease under which Primary Landlord's consent is required.

24. **ACCEPTANCE OF FACSIMILE SIGNATURES.**

The Parties agree that agreements ancillary to this Sublease and related documents to be entered into in connection with this Sublease will be considered signed when the signature of a Party is delivered by facsimile or electronic transmission or other electronic means (including DocuSign). Such facsimile or electronic signature or signature secured through other electronic means (including DocuSign) will be treated in all respects as having the same effect as an original signature.

25. **GOVERNING LAW.**

This Sublease is made and entered into in the state of California and shall, in all respects, be governed by and interpreted in accordance with the laws of the state of California applicable to contracts entered into and to be fully performed therein. The exclusive venue for any action, suit, or other proceeding concerning the Sublease shall be in Ventura County, California.

26. **PARTIAL INVALIDITY.**

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

27. **INTEGRATION.**

This instrument and its attachments constitute the sole agreement between Sublandlord and Subtenant respecting the Subleased Lot, the use of the Subleased Lot by Subtenant and correctly sets forth the obligations of Sublandlord and Subtenant. Any Sublease or representations respecting the Subleased Lot or its subletting by Sublandlord to Subtenant not expressly set forth in this instrument are void. There are two attachments (2) to this Sublease.

28. **CONSTRUCTION.**

The language of each part of this Sublease will be construed simply and according to its fair meaning, and this Sublease will not be construed either for or against either Party.

29. **AUTHORITY-MODIFICATION.**

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

30. **COUNTERPARTS.**

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Sublease the day and year first hereinabove written.

CITY OF SANTA PAULA

_____
Dan Singer
City Manager

ATTEST:

_____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:
Monica Castillo, Interim City Attorney

By: _____

VENTURA COUNTY FIRE PROTECTION DISTRICT

_____
By: _____
Its: _____

CONSENT TO SUBLEASE

Union Oil Company of California, a California corporation, hereby consents to this Sublease as between City of Santa Paula, a municipal corporation, as sublessor and the Ventura County Fire Protection District, a California special district, as sublessee.

MASTER LESSOR:

UNION OIL COMPANY OF CALIFORNIA, a California corporation

By: _____

Name: _____

Its: _____

Dated: _____

EXHIBIT B
TO SUBLEASE

(Subleased Lot Description)

[Attached behind]

☆ Parcel APN - 101021217

Property Identification

Assessor's Parcel #:	101021217
APN Suffix:	5
Situs Address:	1033 E MAIN
Acreage:	0.4200

View Assessor Map

Owner Identification

Owner Name 1:	UNION OIL COMPANY OF CALIF
Owner Name 2:	
Mailing Address:	P O BOX 1392 BAKERSFIELD CA 93302-1392

Parcel Description

Tract Number:	
Block Number:	
Tract Lot:	A
Tract Lot Sub:	
Map Number:	
Condo Reference:	
Condo Building:	
Condo Unit:	
Previous APN:	101021216
Previous APN Suffix:	5
Void Year:	
Base Year APN:	1010212175
Base Year:	2006
Site Use Code:	4600
SA:	04

EXHIBIT C
TO LEASE

(City's Lease)

[Attached behind]

ORIGINAL

PROPERTY LEASE

THIS LEASE is made and executed by and between UNION OIL COMPANY OF CALIFORNIA, a California corporation doing business as Unocal ("Landlord") and the CITY OF SANTA PAULA, CALIFORNIA, a municipal corporation ("Tenant"), and is dated and is effective as of the 1st day of July, 1993 (the "Effective Date").

1. PROPERTY, BUILDING AND PREMISES.

Landlord hereby leases to Tenant, and Tenant leases from Landlord, for the term and rents and upon the terms, conditions and covenants herein set forth, the exclusive use of a certain two-story building (the "Main Building") and a certain cable tool drill rig building (the "Rig Building"), both situated on certain real property which is located at 1001-1003 East Main Street, in the City of Santa Paula, County of Ventura, State of California (the "Land"), as further described on Exhibit "A" attached hereto and hereby incorporated herein. The Main Building, the Rig Building and the Land are sometimes collectively referred to herein as the "Premises." Landlord also hereby leases to Tenant, and Tenant leases from Landlord, those certain exhibits and displays (individually, a "Landlord Exhibit" and collectively, the "Landlord Exhibits") currently contained within the Premises, and such Landlord Exhibits as Landlord may from time to time provide to Tenant, and which Tenant may accept, for exhibition within the Premises.

2. LEASE TERM:

The initial term of this Lease (herein called the "Term") shall be for a period of fifteen (15) years from the date hereof (the "Commencement Date"). Unless extended or sooner terminated as hereinafter provided, the Term will expire at midnight on the last day of the fifteenth (15th) year from the Commencement Date, or, if the Term is extended as set forth in Section 3, then at midnight on the last day of the First Extended Term or the Second Extended Term, as the case may be, as defined in Section 3.

3. OPTION TO EXTEND:

Tenant is hereby granted and shall, so long as Tenant at the time of exercise has not committed an uncured "Event of Default," as defined in Section 24 hereof, have two (2) options to extend the Term of this Lease from the expiration date of the Term, each for fifteen (15) years (respectively, the "First Extended Term" and the "Second Extended Term") on the same terms, covenants and conditions herein contained, except that the rent to be paid by Tenant to Landlord for the Extended Term shall be as hereinafter provided.

Any option to extend shall be deemed exercised only by Tenant delivering to Landlord at least six (6) months' prior written notice of Tenant's election to extend.

4. RENT:

Tenant shall pay to Landlord, without reduction or offset, in legal tender of the United States of America, rent, which shall consist of all of the following (collectively, the "Rent"):

4.1. Base Rent: During the Term of this Lease Tenant agrees to pay and shall pay to Landlord as rent (the "Base Rent") One Dollar ($1.00) per year.

4.2. Extended Term Base Rent: In the event Tenant exercises its option to extend this Lease as provided in Section 3 herein, the Base Rent for the First Extended Term and for the Second Extended Term will be One Dollar ($1.00) per year ("Extended Term Base Rent").

4.3. Payment: Base Rent, or Extended Term Base Rent, as the case may be, shall be paid by Tenant, without deduction or offset, in advance without prior notice or demand to Landlord at its offices at the address hereinafter set forth for notices, or at such other address as Landlord shall direct Tenant in writing.

4.4. Other Expenses: The parties intend that the Base Rent be paid to Landlord net of all expenses for which Landlord may be liable with respect to the Premises. During the term hereof, as it may be extended, Tenant will be responsible for all expenses concerning the Premises and Tenant's tenancy thereof, including but not limited to:

1. All utilities;
2. Fire and Liability Insurance as further described in Section 18 hereof;
3. Personal Property Taxes relating to Tenant's tenancy;

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4. Real Property Taxes, if any, related to the Property; and
5. Repair and maintenance expenses for the Premises as further set forth herein.

5. SECURITY DEPOSIT:

There shall be no security deposit under this Lease.

6. FUNDING BY LANDLORD:

Landlord shall not be responsible for paying Tenant any amounts regarding the upkeep or repair of the Premises or the Landlord Exhibits during the term hereof, but Tenant may apply to the Unocal Foundation for a charitable contribution, or for additional Landlord Exhibits, without any obligation on the part of the Unocal Foundation to provide any such contribution or additional Landlord Exhibits.

7. USE:

Unless approved in advance by Landlord, in its sole and absolute discretion, the Premises may be used and occupied only for a first-class quality museum, all on the terms described below:

7.1. The Primary Museum Area. The first floor of the Main Building, including the one-story portion of the Main Building room commonly known as the "iron room" (collectively, the "Primary Museum Area") shall be used solely for museum purposes, but the use thereof shall be within the control and discretion of Tenant. The iron room contains public restrooms, curator office, exhibit area, workroom/office, utility restroom and switch room, and the office areas within the iron room may be used as offices for museum and general civic purposes.

7.2. The Restricted Areas. The second floor of the Main Building and the Rig Building (the "Restricted Areas") shall be maintained as currently furnished and configured. No museum, office or other use which may damage or alter the contents of the Restricted Areas may be made of the Restricted Areas without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. Notwithstanding the above, the room at the head of the rear stairway in the northeast section of the second floor of the Main Building may be used by Tenant as an office for museum and general civic purposes, but for no other use without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion.

The museum situated upon the Premises, and all parts thereof, and the grounds thereof, shall at all times be maintained by Tenant consistently with a first-class museum.

8. SIGNS AND SERVICES

8.1. Signs. Tenant may erect or install interior or exterior signage on or within the Premises provided that any required permit has been obtained and such signage is in compliance with all applicable law. Tenant acknowledges that Landlord intends during the term of this Lease to install a historic landmark plaque on the Premises.

8.2. Services. As of the Effective Date of this Lease, Landlord shall terminate and cancel all arrangements with providers of services to the Premises, including but not limited to utilities, telephone, janitorial service, garbage collection and security services, and Tenant shall be responsible for making arrangements with any and all services providers desired by Tenant.

9. LANDLORD EXHIBITS

9.1. Current Exhibits. The Premises currently contain those Landlord Exhibits listed on Exhibit "B" attached hereto and hereby incorporated herein. In the event Tenant elects not to maintain one (1) or all of such Landlord Exhibits, Tenant shall notify Landlord in writing and Landlord shall have sixty (60) days in which to remove one (1) or all of the Landlord Exhibits that are the subject of the notice. In the event Landlord fails to remove any of such Landlord Exhibits, within such sixty (60) day period, Tenant may keep or dispose of such Landlord Exhibits.

9.2. No Use of Parts. Except in the event Tenant has provided a notice to Landlord to remove a Landlord Exhibit and Landlord has elected not to remove such Landlord Exhibit, Tenant may not remove any part of any Landlord Exhibit for use in any other exhibit or otherwise without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

9.3. New Landlord Exhibits. In the event Landlord would like to propose a new Landlord Exhibit for display within the Primary Museum Area, Landlord shall provide a proposal therefor to Tenant for Tenant's consideration, in Tenant's reasonable discretion. Tenant shall respond to Landlord's proposal within thirty (30) days after receipt thereof. Tenant's failure to respond shall be deemed Tenant's disapproval of Landlord's proposal.

9.4. Material from Third Parties. Prior to the commencement of this Lease, Landlord shall terminate agreements with third parties for loan of artifacts and other items currently located on or within the Premises. Should Tenant wish to maintain any such artifacts or items, Tenant may negotiate directly with such third parties therefor.

10. REPAIRS AND MAINTENANCE:

10.1. Tenant's Obligation. Tenant, at its sole cost and expense, shall keep and maintain the Premises as a first-class museum. Expressly, but without limiting the generality of the foregoing, Tenant shall maintain the structure, interior and exterior of the Premises, including but not limited to the Landlord Exhibits, the exterior walls, windows and roofs; landscaping; interior partitions, floors and ceilings; the mechanical/ electrical/ plumbing; and the heating/ ventilating/ air conditioning systems in good order, condition and repair, and shall repair any damage, whether or not caused by acts or omissions of Tenant or its employees, agents, invitees or contractors. Tenant acknowledges that Landlord has made no representations or warranties concerning the current condition of any system or part of the structure of the Premises except that Landlord hereby warrants that Landlord shall have certain repairs performed on the HVAC system such that the HVAC system shall be operational on the effective date of this Agreement. Tenant further acknowledges that Landlord has disclosed that a certain drainage problem existed that Landlord believes, but will not warrant, has been fixed and that the Premises is subject to a recurring moisture problem on certain upstairs and downstairs walls. Prior to Tenant assuming occupancy of the Premises, Landlord will attempt to correct the moisture problem, but Landlord makes no warranties or representations concerning the correction of such problem.

10.2. Paint and Plumbing. Tenant acknowledges that Landlord makes no representations regarding, and has conducted no tests regarding, whether there is lead in the paint or plumbing of the Premises, and Tenant further acknowledges that any repairs or alterations to walls or plumbing are at Tenant's sole expense and risk.

10.3. Obligations Concerning the Land. Tenant shall only use the Land for performing its maintenance and landscaping responsibilities hereunder and for no other purpose. Expressly, but not limiting the generality of the foregoing, Tenant shall not perform any digging or other disturbance of the Land except as required for such maintenance and landscaping responsibilities.

10.4. Tenant's Failure to Act. If Tenant refuses or neglects to commence any repairs required hereunder and to complete them with reasonable dispatch, Landlord may make or cause such repairs to be made following five (5) days' written notice to Tenant of Landlord's intent to cause such repairs to be made; provided, however, that in the event of an emergency no notice shall be required. If Landlord makes or causes repairs to be made, Landlord shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's business or any or all Exhibits by reason of such repair work unless such loss or damage is due to the gross negligence or willful misconduct of Landlord or its employees, agents, licensees, invitees, or contractors. Tenant shall, upon ten (10) days' written notice from Landlord, pay to Landlord the cost of said repairs. Such amount shall be deemed to be additional rent hereunder. In the alternative, if Landlord elects not to effect such repairs, Landlord may assert whatever remedies it has at law or in equity for an uncured Event of Default under this Lease, including but not limited to Lease termination.

11. ALTERATIONS:

11.1. Primary Museum Area: Subject to the provisions of Sections 10.1 and 10.2 above, Tenant shall have the right to make alterations and improvements to the Primary Museum Area that are consistent with first-class museum operations, subject to Tenant's first obtaining all permits and approvals required by all governmental agencies with jurisdiction, at Tenant's sole cost and expense.

11.2. Restricted Areas: Tenant shall be prohibited from making any alterations or improvements to the Restricted Areas, or either of them. Tenant shall maintain the Restricted Areas in the same manner and condition as at the commencement of this Lease.

11.3. Ownership And Removal: Subject to the provisions of Section 11.2 above, all Alterations made upon the Premises by either party, but not including Exhibits which are not Landlord Exhibits, shall become the property of Landlord at the termination of this Lease, and shall remain upon and be surrendered with the Premises as a part thereof at the end of the Term or any Extended Term. Within a reasonable time after the end of the Term or any Extended Term Landlord may, by written notice to Tenant, require Tenant to remove any Alteration or Exhibit installed on Tenant's behalf. Tenant shall repair any damage to the Premises arising from such removal or, at Landlord's option, Tenant shall pay to Landlord as additional rent all of Landlord's reasonable costs for such removal and repair.

11.4. Mechanics' Liens: To minimize the possibility of a lien being attached to the Premises, Tenant shall promptly pay all Contractors and materialmen. Should any such lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord. Landlord shall have the right to post and maintain on the Premises such notices of nonresponsibility as are provided for under the mechanics' lien law of California.

11.5. Notice. Tenant shall provide written notice to Landlord of any alterations performed by or on behalf of Tenant which (i) exceed One Thousand Dollars ($1,000) individually or in the aggregate; or (ii) affect the building systems or exterior appearance of the Premises.

12. CONTRACTORS:

All contractors to be used by Tenant for any work required or permitted hereunder (individually, a "Contractor" and collectively, "Contractors") shall (a) be licensed by the State of California and (b) provide bonds, insurance and indemnities reasonably satisfactory to Landlord.

13. COMPLIANCE WITH LAWS:

Tenant shall, at its own cost and expense, promptly and properly observe, comply with and execute all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities with jurisdiction with respect to the Premises during Tenant's tenancy, including but not limited to those matters arising from Tenant's use, occupancy or enjoyment of the Premises. In particular, but without limiting the generality of the foregoing, no alterations shall be made to the Premises except pursuant to, and in strict compliance with, permits issued by the local regulating authority.

14. HAZARDOUS MATERIALS:

Tenant acknowledges that Landlord has provided to Tenant a copy of that certain Phase I Environmental Site Assessment: Unocal Oil Museum, 1001-1003 East Main Street, Santa Paula, California. Prior to Tenant's occupancy of the Premises, Landlord shall remove the asbestos-containing material referred to as Sample No. 24784 from the Premises, at Landlord's sole cost and expense. Except for such asbestos-containing material, and except as set forth in the indemnity contained in Section 17.5 below, Landlord shall have no liability for any "Contamination," as defined below, on, under or within the Premises. As used herein, "Contamination" shall mean

any hazardous or toxic material, substance, chemical or waste, contaminant, emission, discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation, which has as a purpose the protection of health, safety or the environment, including but not limited to petroleum or petroleum products or wastes derived therefrom.

15. SECURITY:

Tenant shall provide security for the Premises, including but not limited to adequate security to protect the Restricted Areas and their contents from theft and vandalism. Visitors to the Restricted Areas shall at all times be accompanied by an employee or agent of Tenant. Loss and/or theft of museum articles from the Restricted Areas shall be deemed an uncurable Event of Default.

16. DAMAGE OR DESTRUCTION:

In the event of damage or destruction to the Premises which renders the Premises unusable as a museum, this Lease shall immediately terminate. In the event of damage to the Premises that can reasonably be repaired, and if Tenant elects to repair such damage at Tenant's sole cost and expense, then, so long as such damage is in the Primary Museum Area, Tenant may proceed with such repair. In the event the Restricted Areas are damaged, Landlord shall elect whether to terminate this Lease or to permit Tenant to repair such damage, and in such event Landlord shall have the right to approve any and all plans for repair or reconstruction, in Landlord's reasonable discretion.

17. LANDLORD'S NONLIABILITY; WAIVER OF SUBROGATION AND INDEMNIFICATIONS:

17.1. Landlord's Nonliability. During the Term hereof, or any Extended Term, neither Landlord nor its parent, subsidiary or affiliated companies or their officers, directors, agents or employees (the "Landlord Group") shall be liable for any loss of any property within the Premises by theft or otherwise. Neither Landlord nor any member of the Landlord Group shall be liable for any injury or damage to persons or property within the Premises resulting from falling objects, gas, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works of same, or from areas adjacent to the Premises or subsurface, or from any other place, or from dampness or any other cause of whatever nature. Further, neither Landlord nor Landlord's agents shall be liable for obstruction of the natural light, or for interference caused by the construction

of any private, public or quasi-public work or improvement to the Premises.

17.2. Costs. Tenant shall reimburse Landlord as additional rent for all reasonable costs, expenses or damages incurred or suffered by Landlord by reason of any Event of Default by Tenant or by reason of damage to persons or property caused by moving property in or out of the Premises, or by the installation or removal of property of or for Tenant, or from any other cause due to the negligence or willful misconduct of Tenant and/or Tenant's employees, agents, visitors, customers or licensees, invitees, customers, or contractors (collectively, the "Tenant Group").

17.3. Subrogation Waiver. Tenant and Landlord agree that each party shall give immediate notice to the other party in case of fire or known accident to or defect in any fixture, appliance or equipment of the Premises. In no event shall Tenant or Landlord have any right of subrogation against the other for any injury, damage, or loss suffered, whether due to negligence or otherwise.

17.4. Tenant Indemnity of Landlord. Tenant hereby waives all claims against Landlord and all members of the Landlord Group for damages to any property of Tenant in, upon or about the Premises from any cause arising at any time. Tenant shall hold Landlord and the Landlord Group exempt and harmless from any damage or injury to any person or to the property of any person arising directly or indirectly from:

(a) the use of the Premises by Tenant;

(b) the operation or conduct of Tenant's business;

(c) the willful misconduct, omission or negligence of Tenant or any member of the Tenant Group; or

(d) the existence of any Contamination on or within the Premises resulting during Tenant's tenancy;

and Tenant hereby agrees to indemnify and save Landlord and all members of the Landlord Group harmless from all liability, loss, costs, claims, expenses and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries, losses or damages, except injuries, losses or damages caused solely by the gross negligence or willful misconduct of Landlord or any member of the Landlord Group.

17.5. Landlord Indemnity of Tenant. Landlord shall hold Tenant and the Tenant Group exempt and harmless from any damage or injury to any person or to the property of any person arising from the existence of any Contamination on or within the Premises resulting prior to Tenant's tenancy, and Landlord hereby agrees to indemnify and save Tenant and all members of the Tenant Group harmless from all liability, loss, costs, claims, expenses and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries, losses or damages, except injuries, losses or damages caused solely by the gross negligence or willful misconduct of Tenant or any member of the Tenant Group. This indemnity is expressly conditioned upon the following:

17.5.1. In the event Tenant shall identify any matter to which this indemnity may apply or shall receive notice or claim from any third party of such matter, it shall immediately, and in every case within thirty (30) days of said notice or claim, notify Landlord in writing of such matter, addressed to the attention of the President, Unocal Real Estate Division, Unocal Center, 1201 West Fifth Street, Los Angeles, California 90017.

17.5.2. Tenant shall cooperate with Landlord by allowing prompt access to the Premises by Landlord, its agents and consultants for the purpose of investigating any matter to which this indemnity may apply, and shall allow all necessary investigation including soil borings, monitoring wells and the taking of air, water or soil samples, including the reasonable opportunity to take split samples obtained by Tenant or its agents or any governmental agency with jurisdiction over the Premises (an "Agency"). Tenant shall provide Landlord with copies of all investigative reports, data or other information in any form which Tenant and its consultants, agents or attorneys may have pertaining to any such matter, on request of Landlord.

17.5.3. This indemnity extends only to liability due to Landlord's comparative fault and does not extend to liability for any Contamination due to acts or omissions of Tenant, its agents, predecessors, successors or assigns, or due to the acts or omissions of any third party.

17.5.4. This indemnity shall only apply to the extent of investigation, monitoring or remedial action that is required by an enforceable order of an Agency, an enforceable court order or decree, or such remediation action as is reasonably necessary to make practical use of the Premises as described herein under existing

governmental environmental, health and safety standards. In the event Landlord believes, in its sole and absolute discretion, that such use of the Premises cannot be so used, then Landlord may, upon thirty (30) days' advance written notice, terminate this Lease.

17.5.5. This indemnity shall termination upon expiration or sooner termination of this Lease.

18. INSURANCE:

18.1. Tenant's Insurance: At its sole cost and expense Tenant shall procure and keep in effect from the date of this Lease and at all times until the end of the Term or any Extended Term the following insurance:

(1) Either Comprehensive General Liability Insurance or Commercial General Liability Insurance applying to the use and occupancy of the Premises or any part thereof or any areas adjacent thereto, and the business operated by Tenant on the Premises. Such insurance shall include Broad Form Contractual Liability Insurance covering all of Tenant's indemnity obligations under this Lease. Such coverage shall have a minimum combined single limit of liability of at least ONE MILLION DOLLARS ($1,000,000.00) and a general aggregate limit of TWO MILLION DOLLARS ($2,000,000.00).

(2) Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of ONE MILLION DOLLARS ($1,000,000) each occurrence for Bodily Injury and Property Damage.

(3) Workers' Compensation Insurance as required by law, and Employers' Liability Insurance with a minimum limit of ONE MILLION DOLLARS ($1,000,000) per employee and One Million Dollars ($1,000,000) per occurrence.

All such policies shall: (i) be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term; (ii) be endorsed to add Landlord and all members of the Landlord Group as an additional insured; and (iii) be primary to any insurance maintained by Landlord. In addition, all such insurance shall: (x) provide for severability of interests; (y) provide that an act or omission of one of the named insureds shall not reduce or void coverage by other named insureds; and (z) afford coverage for all claims based

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on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Such coverage shall be endorsed to waive the insurer's rights of subrogation against Landlord. All coverages described in this section shall provide Landlord with thirty (30) days' notice of cancellation or a change in terms.

18.2. Form of Policies: All insurance policies required to be carried under this Lease shall be written by companies authorized to do business in the State of California which are rated IX or better in the most recent edition of "Best's Insurance Guide". Tenant shall deliver to Landlord on or before the Commencement Date, and thereafter prior to expiration, certificates evidencing the policies required herein.

19. CONDEMNATION:

Prior to or during the Term hereof, or during any Extended Term, in the event of any exercise of the power of Eminent Domain, whether by a condemnation proceeding or otherwise, or any transfer of all or any part of the Premises or any interest therein made in avoidance of an exercise of the power of Eminent Domain (all of the foregoing being hereafter referred to as "Appropriation"), this Lease shall terminate on the date of such Appropriation. Landlord shall be entitled to any award made with respect to any Appropriation which affects the Premises.

20. HOLDING OVER:

If Tenant remains in possession of the Premises after the expiration or sooner termination of the Term of this Lease or any Extended Term without executing a new Lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, at a rental rate equal to One Thousand Dollars ($1,000.00) per month. Such month-to-month rent shall be calculated on a per diem basis for each day that Tenant remains as a holdover tenant, but shall be computed and payable on a calendar month basis, prorated to reflect occupancy of less than a full calendar month.

21. ESTOPPEL CERTIFICATES:

Tenant shall at any time, and from time to time, upon not less than fifteen (15) days' prior written notice execute, acknowledge and deliver a statement in writing, in a form acceptable to

Landlord, certifying that this Lease is unmodified and in full force and effect or, if there have been modifications, that the Lease has been modified and is in full force and effect as modified, with said modifications identified, and the dates to which rent and any other charges or payments have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this Section may be relied upon by Landlord party or by any prospective purchaser, mortgagee, or trustee or beneficiary of any deed of trust placed upon the Premises, the Property or the Building. Tenant's failure to deliver such statement within the thirty (30) day period shall be conclusive that this Lease is in full force and effect and unmodified and that there are no uncured defaults in Landlord's performance hereunder.

22. ACCESS:

Landlord and its designees shall have the right to enter the Premises at all times, (i) to inspect the Premises, including but not limited to the Exhibits contained therein; and (ii) to make repairs, additions or alterations to the Premises pursuant to the terms of this Lease. Landlord shall make a good faith effort to minimize any disruption of Tenant's operations under such circumstances.

23. TENANT'S COVENANTS:

23.1. Limitation of Activities. No auction, fire or bankruptcy sales may be conducted on the Premises except for such sales held for charitable or civic purposes. Tenant shall not commit any acts or carry on any practices that may injure the Premises or that could cause an increase in the premiums for fire or other insurance, nor shall Tenant store, sell or permit to be stored or sold in or about the Premises any article which might be prohibited by any insurance on the Premises or any part thereof. Tenant shall not store trash or garbage of any kind in or about the Premises. Tenant shall not use the Premises as sleeping or lodging rooms, or for any unlawful purpose or purposes.

23.2. Further Limitations. Without Landlord's written consent and approval Tenant shall not install any exterior lighting, plumbing fixtures, shades or awnings, or exterior decorations, or make any changes to the interior or exterior of the Premises except as otherwise permitted in this Lease.

24. DEFAULT:

24.1. Event of Default. Tenant shall have committed an Event of Default (an "Event of Default") if, after written notice, Tenant fails (i) within fifteen (15) days after written notice by Landlord to remedy any default in the payment of rents or any other sum due under this Lease; or (ii) within thirty (30) days to comply with any other term of this Lease; provided, however, that if the nature of the default is such that the same is not capable of being remedied within such thirty (30) day period, Tenant shall not be deemed to have committed an uncured Event of Default so long as Tenant commences a cure within such thirty (30) day period and diligently prosecutes such cure until completion. In the event of an uncured Event of Default by Tenant, Landlord shall have the right to exercise its remedies at law or in equity.

24.2. Tenant's Liability for Advances by Landlord: In the event of Tenant's failure to cure a non-monetary Event of Default as set forth above, Landlord may at any time, following five (5) days' prior written notice to Tenant, cure such breach for the account and at the expense of Tenant. If by reason of such Event of Default Landlord is compelled to pay, or elects to pay, any sum of money, or is compelled to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any actions or proceedings to enforce Landlord's rights under this Lease or otherwise, the sum or sums so paid by Landlord, together with all reasonable interest, costs and damages, shall be deemed to be additional rent under this Lease and shall be payable from Tenant to Landlord at such time as the next payment of Base Rent is due.

25. ATTORNEYS' FEES:

In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other party to perform or keep any term, covenant or condition of this Lease, the party prevailing in said action or proceeding shall be entitled to recover its court costs and reasonable attorneys' fees. As used herein, "the party prevailing" means the party in whose favor final judgment is rendered.

26. WAIVERS:

The waiver by Landlord or Tenant of any violation on the part of the other shall not be construed as a waiver of any subsequent violations. The receipt by Landlord of rents with knowledge of the

breach of any covenant or condition of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is specified in writing and is directed to the other party. No payment by Tenant or receipt by Landlord of a lesser amount than the Rents herein stipulated shall be deemed to be other than on account toward stipulated Rents.

27. REPRESENTATIONS:

Tenant represents that neither Landlord, Landlord's agents, any broker or salesman, nor any other person has made any representations with respect to the Premises or any part thereof except as herein expressly set forth. Except regarding the drainage and moisture problems described in Section 10.1 above and the potential for lead in the walls and pipes described in Section 10.2, Tenant hereby represents that it has no knowledge of any other defects in the Premises; provided, however, that Landlord acknowledges that Tenant makes such representation without investigation except that Tenant has made inquiry of Carol Schwindt, former museum coordinator, regarding any matters concerning the Premises. Subject thereto, possession of the Premises by Tenant shall be conclusive evidence, as against Tenant, that Tenant accepts the same "as is" and that the Premises was in good and satisfactory condition at the time such possession was taken.

28. ADDITIONAL RENT AND INTEREST:

Whenever any sum may be due hereunder from Tenant to Landlord and the same has not been otherwise designated as a form of additional rent, at the option of Landlord such sum may be deemed to be and collected as additional rent. Whenever the time for the payment of such sum has not been otherwise specifically designated, the same shall be due on the first day of the month following the demand of Landlord. Any rents or other sums of money which are not paid to Landlord by Tenant when due shall bear interest from the due date at the lesser of (i) the prime commercial rate then being charged by the Bank of America plus one and one-half percent (1-1/2%) per annum; or (ii) the highest rate permitted by law. In addition, Tenant shall pay a late fee of ten percent (10%) of any rental payment which is paid more than ten (10) days after it is due.

29. SURRENDER:

On the last day or sooner termination of the Term or Extended Term hereof, Tenant shall quit and surrender the Premises in as good condition as at the commencement of the Term, reasonable wear and tear excepted.

30. TIME:

Time is of the essence of this Lease.

31. ABANDONMENT:

Tenant shall not vacate or abandon the premises at any time during the term, and any such vacation or abandonment shall be a breach of the Lease. If Tenant shall abandon, vacate or surrender said premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed to be abandoned and title thereto shall pass to Landlord.

32. NOTICES:

Any notice required or permitted to be given hereunder or by law shall be in writing and shall be given by personal delivery, by a nationally recognized overnight courier service (e.g., Federal Express or the like), or by certified mail, return receipt requested, postage prepaid, to the addresses set forth herein. All notices shall be deemed received on the actual date of receipt as evidenced by a return receipt, or on the date of the first attempted delivery, whichever is earlier.

Landlord's address for notices shall be:

Union Oil Company of California
P. O. Box 7600
Los Angeles, CA 90051
Attn: Manager, Corporate Leasing

Tenant's address for notices shall be:

City of Santa Paula
970 Ventura Street
Santa Paula, California 93061
Attention: Executive Director,
Santa Paula Redevelopment Agency

Either party hereto may, from time to time by written notice to the other party, designate a different address for notice purposes.

33. BROKERS:

Landlord hereby represents and warrants that no broker or agent represented Landlord in this transaction. Likewise, Tenant represents and warrants that no broker represented Tenant in this transaction. Tenant agrees to indemnify Landlord, and Landlord agrees to indemnify Tenant, against any loss, expense or liability incurred as a result of proceedings brought by any other broker or finder claiming representation on behalf of the respective party.

34. ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily or by operation of law assign, sublease or otherwise transfer or encumber Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. In the event of such assignment or subletting, Tenant shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants or conditions of this Lease. Notwithstanding the above, however, Landlord shall consent to the assignment of this Lease to a non-profit entity formed for the purpose of operating and maintaining the museum contained within the Premises.

35. SUBORDINATION

Tenant agrees that this Lease shall be subordinate to any deeds of trust or mortgages that may hereafter be placed upon the Premises, provided that the beneficiary of such deeds of trust or mortgagee under such mortgages shall recognize this Lease of Tenant in the event of foreclosure if Tenant has not committed an uncured Event of Default under this Lease. If any beneficiary or mortgagee elects to have this Lease superior to its deed of trust or mortgage and gives notice of its election to Tenant, then this Lease shall be superior to such deed of trust or mortgage, whether this Lease is dated before or after such deed of trust or mortgage.

36. QUIET ENJOYMENT:

Provided that Tenant has not committed an uncured Event of Default under the terms and conditions of this Lease, Tenant may peaceably and quietly enjoy the Premises despite subordination under Section 35 herein. Tenant shall have the right to peacefully

and quietly have and enjoy possession of the Premises in accordance with the terms and provisions of this Lease, without encumbrances or hindrances by, from or through Landlord.

37. MISCELLANEOUS:

37.1. Binding Document. This Lease shall not be binding upon Landlord or Tenant until such time as Landlord and Tenant both shall have executed the same.

37.2. Language. The language in all parts of this Lease shall be construed according to its normal and usual meaning, and not strictly for or against either Landlord or Tenant.

37.3. Invalidity. Landlord and Tenant covenant and agree that in the event any term, covenant, condition, provision or agreement herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, condition, covenant, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement herein.

37.4. Context. Whenever the singular is used in this Lease as required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association.

37.5. Headings. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

37.6. Integration and Modification. This instrument, including Exhibits which are hereto attached, contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner other than by an agreement in writing signed by all of the parties to this Lease or their respective successors in interest.

37.7. Payments. Except as otherwise expressly stated, each payment required to be made by Tenant shall be in addition to and not in substitution for other payments made by Tenant.

37.8. Successors. Subject to Paragraph 34 (Assignment and Subletting), the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

37.9. Authority. Landlord and Tenant covenant that each individual executing this Lease by and on behalf of such party is a person duly authorized to execute this Lease for that party.

37.10. Jurisdiction and Construction. Any action brought pursuant to or in relation to this Lease shall be brought in the County of Ventura, State of California, and this Lease shall be construed under and in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto duly execute this Lease to be effective as of the Effective Date.

LANDLORD:

Union Oil Company of California,
a California corporation, dba UNOCAL

By _____

Its R. K. Jamison, President
~~Unocal Real Estate Division~~

TENANT:

The City of Santa Paula

By: Margaret A. Ely

Its: Mayor

lwp/7694.2/052193/lo]

EXHIBIT "A"
Page 1 of 1

Description of UNOCAL Museum Parcel
Santa Paula, California

Lots 30 and 31 and a portion of Lot 29 in Block 57, Town of Santa Paula, Blanchard and Bradley, Proprieters, in the city of Santa Paula, county of Ventura, state of California, as per map therof recorded in book 1, page 234 of Miscellaneous Records in the office of the county recorder of said Ventura County, described as a whole as follows:

Beginning at the point of intersection of the northeasterly line of North Tenth Street, eighty (80) feet wide, and the northwesterly line of Main Street, eighty (80) feet wide, said point being the southwesterly corner of said Lot 31; thence along said northeasterly line of North Tenth Street,

1st:- North 20°45'01" West 140.10 feet to the northwesterly corner of said Lot 31; thence along the northwesterly line of said Lots 31, 30 and 29,

2nd:- North 69°16'14" East, 130.06 feet; thence parallel with said northeasterly line of North Tenth Street,

3rd:- South 20°45'01' East 140.23 feet to a point on said northwesterly line of Main Street; thence along said northwesterly line,

4th:- South 69°19'33" West 130.06 feet to said point of beginning.

Unocal Oil Museum
Downstairs Inventory

Exhibit Area: Docent desk

Item	*Size*	*Description*
Tank truck model		Prototype model of 1920's Moreland tank truck
Cups & Saucers		Haviland china cup and saucer w/ Santa Paula Hardware Company imprint (2 sets)
Santa Paula plate		Loan from MAOH
Platter	10.5" dia	Haviland china platter w/ Santa Paula Hardware imprint
Plate	8" dia	Santa Paula Union High School
Plate	9" dia	Haviland china plate w/Santa Paula Hardware imprint
Plate	9"	Cash Dry Goods Co., Santa Paula
Paperweight		Turtle paperweight from Ventura County Power Co.
Creamer		Ceramic creamer from Universalist Church, Santa Paula
Cake server		Spatula from C&R Grocery Co.
Thimble holder		Thimble container, E.A. French (Fillmore)
Boot hook		Imprinted Blumenthal's Bootery
Trophy	18"	Percheron Derby trophy
Books		Miscellaneous reference books
Desk		Docent desk w/roll top and return
Monitor, security		Sanyo VM4515 15" security monitor w/ MV50 Robot Research video processor
Chair, swivel		Swivel arm chair, oak, slat back
Advertisement	25"x18"	Santa Paula Hardware Christmas gift ad; 1909; oak frame under glass
Remote control units (2)		Universal remote control units for video monitors

Exhibit Area: Entrance area

Item	*Size*	*Description*
Time Clock	46"x16.5"	Antique oak w/ Union Oil Company of California decal
Time Card holder	35.5"x6.25"	25-slot time card rack, oak
Guest book pedestal	19"x22.5"	Oak w/ laminate top

Exhibit Area: Age of Petroleum

Item	*Size*	*Description*
Monitor (3)	25"	Sony PVM-2530 monitor mounted in wall unit
Photograph	16"x25.25"	Photograph of Union Oil Building at the turn of the century; oak frame

Exhibit Area: Santa Paula and Unocal

Item	*Size*	*Description*
Diorama and mural	32' wide	Mounted mural of early Santa Paula with diorama of wooden drilling derrick, work shed and Union Oil building
Monitor	19"	RCA F20538DG monitor w/ remote control; mounted in work shed
Letter	11"x8.5"	Lyman Stewart resignation letter, August 6, 1895
Letter	9"x4.5"	Bank of Santa Paula letter, March 11. 1889; in plexiglass stand
Letter	11"x8.5"	Thomas Bard resignation letter, December 1900
Letter, 2 pages	11"x8.5"	Letter from George Smith ordering oils

Check		Union Oil Company of California payable to Sespe Oil, July 31, 1896
Stock certificate		United Oil Company stock certificate
Stock certificate		Torrey Oil company stock certificate
Stock certificate		Hardison & Stewart Oil Company stock certificate
Display cases (7)		Display cases w/ fluorescent lighting timeline of Unocal history

Exhibit Area: The nature of oil

Item	Size	Description
Viscosity exhibit	44"x19.5"x20"	Viscosity exhibit with 3 vials containing different viscosity fluids; operated by electric motor that turns vials; mounted on oak pedestal
Display cases (3)	37"x61"x37"	Display cases containing miscellaneous items:
Glassware (18 pieces)		Miscellaneous beakers, vials and test tubes
Molecule models (5 pieces)		Models of 5 different hydrocarbon molecules
Centrifuge	24"x16"x16""	Centrifuge powered by water pump; mounted in plexiglass case on oak pedestal
Sample kit		Oil sample kit w/ 9 vials w/ cork stoppers
Oil vials (10)		Simulated samples of various grades of oil mounted vertically above display cabinet
Pinball game	57"x24"x39"	Pinball game depicting refinery process; mounted on oak pedestal
Lubricity	48"x22.5"x17""	Lubricity exhibit showing lubricating quality of oil; one side of gears notin oil; the other side is in oil; mounted on oak pedestal

Exhibit Area: The Geology of Oil

Item	*Size*	*Description*
Display case	38"x31.75"x34.5"	Plexiglas cube on oak pedestal
Microscope	13"	Used by Stanley Whissler
Surveyer's transit		Surveying equipment w/ tripod and leather case (loan from MAOH)
Chronometer & case	26.5"	Laboratory chronometer: glass tube with microscope-type eyepiece on top
Display cases (3)	37"x61"x37"	Display cases containing miscellaneous items; vertical mounted display panels showing underground techniques
Core Samples (6)		Miscellaneous core samples: shale-Miocene; hard sandstone-Oligocene; Monterey-Miocene; shale-Pliocene; Pliocene saturated (2)
Marine organisms (5)		Models of short-lived marine organisms; Plaster of Paris on plexiglass pedestals
Fossils (34 pieces)		Historical timeline w/ fossils from Pleistocene to Cretaceous
Fossils (7 pieces)		Miscellaneous petrified wood and fossils
Fossils (15 pieces)		Miscellaneous fossils
Globe video theater	41.5" dia	Hemisphere globe w/ viewing port; sign "Looking Inside the Earth for Oil;" mounted on oak pedestal
Monitor	25"	Sony PVM2530 monitor mounted inside globe
Black Gold	40.5"x41.5"x33"	Black Gold oil exploration game; mounted on oak pedestal
Macintosh computer		Macintosh II computer with touch screen and processing unit
Monitor	9"	Zenith F0920A 9" monitor
Monitor	20"	Sony GVM200 monitor w/ touch screen for Macintosh computer

Laser Disc Player	Sony LDR 1500 laser disc player; mounted in Black Gold exhibit
"Touch the Past"	Fossils in earth mounted on oak pedestal

Exhibit Area: Drilling and Producing Oil

Item	Size	Description
Pump	75"	Cutaway of well pump mechanism
Rotary drill rig model	61"x30"x31"	Model of rotary drilling rig; mechanized; mounted on base with underground cut away to show bit; in plexiglass box
Pumper model	36"x41.5"x23""	Lufkin pumping unit mounted on base; in plexiglass box
Tank battery model	16"x41.5"x23"	Model of field tank battery; 3 tanks;in plexiglass box
Drill bit	8.5"	Early 1950s; 4-roller
Drill bit	9"	"Cobra" bit
Drill bit	7.875"	4-cone bit
Drill bit	9"	Blade bit
Map	26.5"x40.5"	Bardsdale oil field map, original
Drill bit	15"	4-roller; Reed Tool Company; blue
Drill bit	17.875"	3-roller bit, Reed Tool Company; red; w/ one cutaway roller
Weight Indicator	56"x25"	Martin-Decker weight indicator on display stand (steel tube); 1926

Exhibit Area: Offshore Oil

Item	*Size*	*Description*
Jackup Rig model	38" high	Reading & Bates "D.K. McIntosh" jackuprig model in plexiglass and brass display case; sand base
Drill ship model	44" long	Reading & Bates "Douglas Carver" drill model w/riser; in plexiglass and brass display case
Semi-submersible model	13" square	Model of semi-submersible drilling rig; in plexiglass and brass display case
Platform model	48" high	Model of Platform Cerveza; in plexiglass and brass display case
Monitor	13"	Proton 613S 13" monitor w/ remote control

Exhibit Area: Marketing Petroleum

Item	*Size*	*Description*
Display cases (4)	55" wide (2); 58" wide (1); 70"w (1)	Rail mounted display cases with fluorescent lighting
Auto products (66 pieces)		Miscellaneous historical auto products
Pocket calendars (9)		Union Oil Company pocket calendars
Gasoline pump		Mobile gasoline dispenser w/ crank pump; red tank
Tire changer		Tire changer w/ tire
Dispenser		Early 1930's gasoline dispenser w/ lighted Union 76 globe on top
Oil dispenser		Motoreze oil dispenser
Monitor	25"	Sony PVM2530 25" monitor
Cash Register		Solid brass National Cash Register model, circa 1921; tagged originally sold to Union Oil Co
Credit cards (3)		Early Union Oil Company credit cards
Cap		Leather dealer's cap
Can tags (13)		Miscellaneous can tags
Pins (3)		Union 76 pins
Billboards (2)		Wall-mounted billboards depicting scenes from calendar cars; Aristo

Exhibit Area: Transporting Petroleum

Item	*Size*	*Description*
Tank ship model	49"	Model of *S. S. Sansinen*" (not noted on ship)
Tank truck model	34"	Model of Unocal western tank-truck combination
Gate valve		Cutaway of typical gate valve
Photograph	24"x24"	Memorabilia on Garret Ray, Union Oil seaman; license, photograph, etc. mounted in frame under glass
Letters	26"x31"	Mounted letters (4) on shipping; notice of sale of *W. L. Hardison*; mounted in frame under glass

Exhibit Area: Safe

Item	*Size*	*Description*
Folding chairs (48)		Metal folding chairs
Cart		Carrier for folding chairs
Tables (2)	30"x8'	Folding banquet tables

Exhibit Area: Modern Uses of Petroleum

Item	*Size*	*Description*
Display cases (2)	63.5"x18.5"	Horizontal display cases w/ backlit copy

Exhibit Area: Early Uses of Petroleum

Item	*Size*	*Description*
Lamps, hurricane (5)		Miscellaneous hurricane lamps
Kerosene lamps (2)		Brass kerosene lamp
Kerosene can		Kerosene can; glass w/ metal frame
Oil products (39)		Miscellaneous oil-based products
Oil products (24)		Miscellaneous oil-based products
Arrowheads (8)		Miscellaneous arrowheads (Loan from Craig Logsdon)
Dice (6)		Walnut dice w/ pitch
Whistle		Bone w/ abalone decoration
Knife		Wood w/ arrowhead blade
Basket, woven		
Grinding stone		Stone w/ grinder
Abalone shell		
Tar sample		Example of pitch found in local area

Exhibit Area: Sands of Time

Item	*Size*	*Description*
Map	35"x35"	Map of Torrey Oil Field; by W. W. Orcutt; March 1902 (Loan from MAOH)
Map	29"x38"	Map of Rancho Sepse; in oak frame under glass
Photographs (10)	19.5x15.25"	Microfossils; mounted under plexiglass
Sands of Time		Sand sculpture depicting evolution of oil deposits
Plant, artificial	84"	Artificial plant in large brass tub
Plant, artificial	60"	Artificial fern in brass tub
Plant, artificial	24"	Artificial variegated plant in brass tub

Exhibit Area: Gallery

Item	*Size*	*Description*
Photograph	14.75"x14.75"	Photograph, Nevada mining camp
Photograph	14.75"x14.75"	Photograph, multi-brand service station
Photograph	14.75"x14.75"	Photograph; mid-1920s design
Photograph	14.75"x14.75"	Photograph; Beverly drive service station
Photograph	14.75"x14.75"	Photograph; Beatty, NV, service station

.Photograph	14.75"x14.75"	Photograph; Union delivery fleet
Photograph	14.75"x14.75"	Photograph, 1922 Packard
Photograph	14.75"x14.75"	Photograph; Sidney Smith
Photograph	14.75"x14.75"	Photograph; Barney Oldfield
Photograph (3)	48"x18"	Photograph; double-decker bus
Photograph (2)	26.5"x16.5"	Photographs (2); distribution center, oil rig
Photograph (2)	26.5"x16.5"	Photograph: auto centres
Photograph	20.5"x21.5"	Photograph; auto manufacturing
Photograph (2)	19.5"x27.5"	Photograph; touring with Ethyl
Photograph (3)	17.5"x41"	Photograph; touring with Ethyl
Photograph (2)	26.5"x16.5"	Photograph; touring with Ethyl
Photograph (3)	25.5"x34"	Marvel Crosson
Bench	48"	Wrought iron w/ oak slats
Plants, artificial (2)	36"	Flowering artificial plant in brass tub
Photographs (2)		Union Oil Building; comparative; old and current (color) on easel
Camera, security		Sanyo 3825 security camera w/ Computar 4.8 mm A-1 lens

Exhibit Area: Iron Room

Item	*Size*	*Description*
Bench (2)	60"	Wrought iron w/ oak slats
Palms (4)	various	Live palms in brass pots
Podium	51"	Oak, antique pulpit w/ slant top
Plaque		Ventura County Historical Landmark plaque
Bottles (21)		Historical bottles uncovered during construction
Theater cabinet	55"x34"x25"	Theater cabinet in laminate w/oak trim
Monitor	25"	Sony PVM 2530 monitor
Laser disc player		Pioneer LD-V2000 laser disc play
VCR		Philips VR66 4-head Hi-Fi VCR
Speakers		Realistic Minimus 0.3 (1 pair)
Camera, security		Sanyo 3825 security camera w/ Computar 4.8 mm A-1 lens
Camera, security		Sanyo 3825 security camera w/ Computar 4.8 mm lens (mounted on east exterior of building overlooking parking lot)

Exhibit Area: Cable Tool Rig Building

Item	*Size*	*Description*
Sucker Rods (7)		Miscellaneous historical sucker rods
Cable tool drilling rig		Cable tool drilling rig w/blacksmith forge and boiler; electrified with Reliance 3 hp motor
Display cases (2)	73"x18"	Oak cases on oak pedestals
Monitor cabinet	84"x86"x29"	Laminated cabinet
Monitor	25"	Sony PVM 2530 25" monitor
Bench (2)	60"	Wrought iron w/ oak lathes
Plant, artificial	96"	Artificial palm in brass tub
Plant, artificial	60"	Artificial plant in brass tub
Table	24"x36"	Oak table w/ shelf and drawer
PA system		Cordless microphone and amplifier
Camera, security		Sanyo 3825 security camera w/ Computar 4.8mm A-1 lens

Exhibit Area: Museum Office

Item	*Size*	*Description*
Desk	84"x45"	8-drawer walnut desk w/ keys
Chair, swivel		Vinyl w/ fabric seat; black, swivel; chrome base

Chair, side (3)		Arm chair w/ fabric back, seat; rust color
File cabinet	42"	3-drawer lateral file cabinet
Plant	84"	Dracaena plant w/ brass tub
Phone system		AT&T Voice Key System
Security monitor		Sanyo VM4515 monitor
Answering machine		Code-A-Phone answering machine; Model 4250
Remote phone		ATT MLC-5 Cordless Voice Terminal
Photograph	15.5"x34"	St. Helens lease
Certificate	22.5"x28"	Hardison Stewart Oil Company certificate of incorporation
Photograph	21"x21.5"	Santa Paula 1880
Photograph (3)	21.25"x42"	Keystone Patrician
Photograph	38.5"x27"	Little Grand Canyon well

Exhibit Area: Basement

Item	*Size*	*Description*
Laser Disc Player (6)		Pioneer LD700 laser disc player
Laser Disc Player (2)		Pioneer LDV-2000 laser disc player
Monitor		Sony PVM2530 25" monitor
Christmas tree	12"	Artificial tree with base and complete set of Victorian decorations
Christmas Wreaths (10)		Christmas wreaths for inside of all doors to museum
Stands (5)		Brass finished delineator stands (same type as in apartment upstairs)

Area: Backroom office and Workroom

Step ladder	6"	Aluminum ladder
Cable tool model		Replica of Lakeview #1 cable tool drill rig

Unocal Oil Museum
Upstairs Inventory

Room: 227

Item	*Size (HxWxD)*	*Description*
Lamp	16"	Clear glass chimney and base
Photograph	9"x7"	Black matte, 2 men
Fan, oscillating	13" diam	General Electric, brass blades, dark green housing, Cat No. 75423
Cabinet	51"x44"x15"	Amberg's Patent Cabinet Letter File; roll front,
Plant	60"	Palm, artificial; in 15" dia brass pot
Plant	60"	Palm, artificial; in 15" dia brass pot
Chair, side		Oak library side chair
Chair, side		Oak library side chair
Desk	48.5"x29.5x30"	Oak, 5 drawer with vertical file on right
Desk	48.5"x29.5"x30"	Oak, 5 drawer with vertical file on right
Ink well		Clear glass)
Seal, corporate		Torrey Canyon Oil Company Corporate seal; manual type
Painting	18.5"x14.5"	Landscape, lake and trees
Photograph	15.5" x 12.5"	Matted, w/ wood frame
Ledger books (27 pieces)	Miscellaneous	Assorted ledger books in safe
Chair, desk		Swivel, oak, vertical back
Chair, desk		Swivel, oak, vertical back
Light, fixture		4-globe, ceiling, combination gas/electric
Letter opener		Brass letter opener

Room: 217

Item	*Size (HxWxD)*	*Description*
Lamp	16"	Hurricane type, clear
Vase	8"	Cut glass
Photograph	23.25"19.25"	Shepherd, black wood frame
Chair, side		Oak w/ cane seat; board chair replica
Certificate	27.5" x 22.5"	Articles of incorporation for Sespe Oil Company; gold frame w/ matte
Desk	53"x32"x30"	Oak, 5-drawers, vertical file section, brass pulls
Humidor w/cigars	8"x5"	Clear glass w/ cigars
Ink well		Self-closing ink well
Ink well		Square, metal base w/ enclosed ink well
Ink well		Glass ink well in wooden boat with pen holders
Book	11"x8"	Petroleum Engineering Hand Book, First Edition
Book	11.5"x9.5"	Union Oil Tool Co: Oil Well Drilling and Fishing Tools
Palm, artificial	60"	Artificial palm in brass pot
Photograph	6.25"4.25"	Antique photograph of man (sitting) and woman (standing)
Letter opener	9"	Metal with ruler along one edge
Letter opener	6.25"	Bone letter opener
Chair, swivel		Oak, small, secretarial swivel
Light, fixture		2-globe, ceiling, gas

Room: 216

Item	*Size (HxWxD)*	*Description*
Lamp	20.5"	Clear glass chimney and base
Photograph	8"x6"	Photo of young girl w oval matte
Lamp	11.25"	Clear glass with short base
Plant, artificial	36"	Large leaf plant with footed brass pot

Room: 208

Item	*Size (HxWxD)*	*Description*
Photograph	15x16.5	Exterior, Santa Paula Machine Works
Photograph	15x16.5	Hughes Tool Company
Photograph	10.5x10.5	Dick Whidden, et al
Photograph	15x65	Oldsmobile Club picnic
Photograph	13.25x11	Lakeview Gusher
Photograph	15x16.5	Group at Santa Paula Machine Works
Photograph	17.5x46	Stearns Lease Picnic
Photograph	15x16.5	Santa Paula Shop
Photograph	11.25x13	L.A. Oil Fields
Photograph	14.25x49	Stearns picnic 1917
Photograph	13x16	Fred Stewart, et al
Photograph	17x50	Santa Fe Springs field 1922
Chair, desk		Oak, arm chair w/ leather seat insert
Light, fixture		Single globe, ceiling, gas fixture
Light, fixture		Single globe, ceiling, gas fixture

Room: 226 (Historic bay)

Item	*Size (HxWxD)*	*Description*
Palm, artificial	7'	Artificial palm in brass pot
Light, fixture		1-globe, ceiling, gas, brass

Room: 223 (Clerk's Office)

Item	*Size (HxWxD)*	*Description*
Adding machine		Burroughs adding machine, Serial # 6-287434
Ledger books (3 pieces)		Miscellaneous ledger books
Cabinet, desktop	13.5"x16.75"x17"	Oak, desktop ledger cabinet, 3 doors
Pencil sharpener		F.S. Webster cast iron pencil sharpener
Ink well	7" wide	3-slot ink well with flower design
File box	5.5"x6.75"x14"	Index card file box, oaks
Stapler		Acme No. 1 page crimper
Crimper		Cast iron sheet crimper
Lamp	16"	Clear glass
Compote	7.5" high	Glass, etched compote
Photograph	6x3	Photograph of man in 3 panel cardboard frame
Plant, artificial	36"	Palm in brass pot
Light, fixture		4-globe ceiling, brass, gas and electric
Light, fixture		1 globe, wall, gas, brass
Light, fixture		1 globe, wall, gas, brass
Stool	41" high	Oak, swivel, wood inset seat
Paper Weight		Cast iron paper weight
Paper clip		Cast iron paper clip

Room: 219

Item	*Size (HxWxD)*	*Description*
Chair, side		Oak side chair w/cane seat; replica of original board chairs
Chair, side		Oak side chair w/cane seat; replica of original board chairs
Chair, side		Oak side chair w/cane seat; replica of original board chairs
Print	24.5"x29.5"	Print of U.S. Capitol
Plant, artificial		Artificial fern in brass pot
Plant stand	29"	Oak stand with brass plate in base
Lamp, fixture		2-globe, brass, hanging, gas/electric combination
Lamp, fixture		2-globe, brass, hanging, gas/electric combination

Room: 210

Item	*Size (HxWxD)*	*Description*
Clock	21.5x15	Wall clock, pendulum, roman numeral face
Painting	33x27	Print in mahogany frame; tree on hillside over ocean
Painting	24x30	Print of "Last Spike"
Fan		Oscillating fan, black base, brass vanes
Lamp, hurricane	16"	Hurricane lame, clear glass
Photograph	12.5x8.5	Framed photograph of young girl
Photograph	8.25x4	Matted photograph of young "dandy"
Photograph	7.25x5.25	Matted photograph of man and woman (F. Wm Weber)
Chair		Wing chair, leather
Chair, side		Oak w/ leather seat/back
Chair, side		Oak w/ leather seat/back
Lamp, desk	24"	Brass with green glass shade
Ink well		Combination ink well, pen holder; in bronze
Blotter		Ink blotter in bone and brass
Cash box	4.5"x7"x3"	Cash box w/handle
Desk	62x32	9-drawer, oak
Chair, desk		Oak, swivel, arms, black leather seat inset
Plant, artificial	7'	Palm in brass pot
File cabinet	53"x20"x28.5"	Oak, 4-drawer
File cabinet	53"x20"x28.5"	Oak, 4-drawer
File cabinet	53"x20"x28.5"	Oak, 4-drawer
Book		Ledger book
Light, fixture		2 globe, brass, ceiling, gas
Tapestry	35"x16"	Tapestry, brocade

Room: 207

Item	*Size (HxWxD)*	*Description*
Painting	29.5x33.5	Print w/frame, still life flowers
Photograph	13x17	Santa Paula 1888
Clock		Schoolhouse Regulator Octagonal face w/ pendulum
Painting	9x32.5	Niagara Falls
Painting	13x16	Lighthouse
Chair, side		Oak w/cane seat; replica of original board room chair
Chair, side		Oak, arms, w/ leather back inset
Spittoon	12"	Brass
Plant, artificial	7'	Artificial palm in large brass planter
Lamp	16"	Hurricane lamp, clear glass
Photograph	4x6.5	Matted portrait of man/woman, Paige photography
Chair, desk		Oak, swivel desk chair, arms, cane seat, leather back insert
Desk	60x31	Oak, 8-drawer
Humidor		Cigar humidor, silver lid w/ cigars
Ink pad	4.25x3	S. G. Adams Co. ink pad
Note pad		Bank of Marshal
Ink well	7x5.5	Double ink well, clear glass
Ink well w/pen		Round Sengbush inkstand w/ pen
Book		Well record book
Book		Oil Journal

Room:202

Item	*Size (HxWxD)*	*Description*
Mirror		3-panel w/ frame
Soap		Lifebuoy soap in box
Sink commode		Sink w/ faucet and draped cabinet
Refrigerator		General Electric w/ motor on top
Wall rack		Wall spice rack, maple
Clock		Apple shaped clock, electric
Range, gas		Magic Chef, 4-burner w/ 3-doors
Coffee pot		Drip percolator, stove top
Double boiler		Enameled, double boiler pot
Ironing board		Wooden w/ pad
Iron		Sunbeam steam iron w/ extra water tank
Water cooler		Arrowhead water cooler
Telephone		Black, rotary desk model, Hyatt number plate
Telephone stand		Mahogany, 4-legged
Mixer		Hamilton Beach No. 16, shake mixer
Toaster		Waters-Genter, Mode JA-3
Cabinet		Oak pantry cabinet w/ flour glass door, 3-drawer, 2 cabinets
Waffle Iron		General Electric, 119W4, nickel plated
Dining set		46x34 table and 4 chairs, nickel legs, plywood top and seats
Fireplace set		4-piece brass fireplace set
Radio		Majestic 5LA50 table radio, black case
Clock		Monterey clock, 48" high, wood case
Dishes		Miscellaneous dishes (40+ pieces)
Canned goods		Miscellaneous canned goods (11 pieces)
Light, fixture		Hanging single globe w/ chain
Step ladder	6"	Aluminum step ladder (in closet)

Room: 201

Item	*Size (HxWxD)*	*Description*
Radio		Zenith floor model, w/ short-wave
Photograph	12x8	Photograph of young girls on tilt frame
Print	15.5x12	Landscape print
Print	16.5x12.5	Print of Gibson girl
Photograph	9x12	Photograph of woman mounted in tilt frame
Photograph	8x10	Mounted photograph of family of young children
Dresser	29x45	6-drawer dresser w/ swivel mirror on top
Table	22x14x22	Telephone table,
Fan		Hunter fan w/ nickel plated blades and housing
Chair, rocker		Oak rocking chair w/ padded seat
Plant, artificial		Artificial fern w/ brass pot
Plant stand	3"	Wooden plant stand
Bird cage		Wire bird cage, painted, on hanging stand
Tricycle		Cast metal tricycle
Fire engine		Toy hook and ladder "SFD"
Baseball mitt		Fielder's mitt, leather
Baseball mitt		First baseman's mitt
Telephone		Black, rotary desk model
Clock		Westclox Big Ben electric alarm clock
Telephone table	11"x15.5"x20"	Mahogany telephone stand, 4-legged
Bed		Double bed w/ brass head board, foot board and quilt w/ 4 pillows
Plant stand	30"	Oak

Lamp, table	12"	Ceramic shade
Record player		Victrola (RCA Victor) w/ records
Table	24"x24"x29"	Mahogany 4-legged table
Plant, artificial	48"	Artificial palm in brass floor pot
Ash tray	24"	Floor standing ash tray w/ brass base
Chair		Oak arm chair, spindle back
Magazine rack	29"	Floor-standing rack w/ slots
Heater		American radiant heater
Photograph	6x9.5	Photo of woman in three-fold cardboard holder
Book		Bible
Bookends		Cast iron bookends w/ Indian Head design
Trunk	36"x20"x14"	Metal clad trunk
Stanchions (6)	37"	Stanchions to guide traffic, metal w/ brass finish
Light, fixture		4-bulb, ceiling, brass w/white globes, hanging
Light, fixture		1 globe, gas brass, wall mount

Room: 209

Item	*Size (HxWxD)*	*Description*
Plant, artificial	5'	Artificial palm w/ brass pot
Clock		Regulator wall clock w/ octagonal face and pendulum
Plant stand	17" dia	4-legged, 30" high plant stand, round top
Lamp	21"	Hurricane lamp, clear glass
Light, fixture		2-globe, gas, brass, ceiling
Chair, swivel		Oak swivel with leather seat insert
Desk		Tin top (loan from MAOH)
Bookcase		Glass front oak book case (loan from MAOH)
Map case		Map case with folding desk top (loan from MAOH)
Desk set		Bronze: blotter, ink well, letter opener, calendar holder and hand blotter (loan from MAOH)
Spittoon		Brass (loan from MAOH)
Humidor		Wooden, carved (loan from MAOH)
Book		*Mechanics and Materials* (loan from MAOH)
Photograph		Photo of John and Adelaide Orcutt (loan from MAOH)
Photograph		Photo of Gertrude and John Orcutt (loan from MAOH)
Photograph		Photo of Will and Molly Orcutt (loan from MAOH)
Photograph		Union Oil Ship (loan from MAOH)
Certificate		Stanford "S" award certificate (loan from MAOH)
Chair, desk		Desk chair, green leather, swivel (loan from MAOH)
Plate		Commemorte plate, Lakeview Gusher (loan from MAOH)

Room: Docent Changing Room

Ladder	16"	Aluminum extension ladder

940001

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is entered into this 1st day of May, 2004, by and among UNION OIL COMPANY OF CALIFORNIA, a California corporation ("Landlord") and the CITY OF SANTA PAULA, CALIFORNIA, a municipal corporation ("Tenant").

Recitals

A. Landlord and Tenant are parties to a certain Property Lease dated as of July 1, 1993 (the "Lease") with respect to certain real property, and the improvements thereon, located at 1001-1003 East Main Street, in the City of Santa Paula, County of Ventura, State of California, consisting of the Land, the Main Building and the Rig Building, all of which constitute the Premises, all as further defined in the Lease.

B. Tenant has subleased the Premises to the Santa Paula Redevelopment Agency, a public body, corporate and politic ("Subtenant") pursuant to a certain Sublease dated as of April 19, 1999 (the "Sublease"). Landlord has consented to the Sublease pursuant to a certain Master Lessor's Consent to Sublease dated as of 1999 (the "Consent").

C. Landlord has acquired certain additional real property adjacent to the Premises, as described on Exhibit "A" attached hereto and hereby incorporated herein (the "Additional Property"). The Additional Property is improved with a one-story building (the "Additional Property Building"). The parties wish to amend the Lease to include the Additional Property, as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements and conditions hereof and in the Lease, the parties agree as follows:

1. Recitals. The Recitals set forth above are expressly incorporated into this Amendment and shall be a part hereof.

2. Defined Terms. Terms defined in the Lease and used herein shall have the meanings ascribed to them in the Lease unless provided otherwise in this Amendment.

3. Addition of Additional Property. Section 1 of the Lease is hereby amended to include the Additional Property within the definition of the Premises. No additional rent shall be payable by Tenant to Landlord except for the Base Rent. Notwithstanding the foregoing, Section 4.4 of the Lease, requiring that the Base Rent shall be paid to Landlord net of all expenses for which Landlord may be liable with respect to the Premises shall expressly apply to the lease of the Additional Property by Tenant.

4. Use of Additional Property. As further described in Section 7 of the Lease, as a part of the Premises, the Additional Property may be used and occupied only for a first-class quality museum. Expressly, but without limiting the generality of the foregoing, Tenant intends to use the Additional Property, and the Additional Property Building, for the following purpose(s): Parking, storage and museum exhibitions.

5. Services. Section 8.2 of the Lease is amended to provide that Landlord makes no representations or warranties as to the availability of any utility services to the Additional Property, and Tenant shall make arrangements desired by Tenant for such utilities, at Tenant's sole expense.

6. Repairs and Maintenance. Tenant acknowledges that Section 10 of the Lease regarding repairs and maintenance shall expressly apply to the Additional Property, including the Additional Property Building. Expressly, but without limiting the generality of the foregoing, as further described in Section 10.3 of the Lease, Tenant shall not perform any digging or other disturbance of the Additional Property except as required for its maintenance and landscaping responsibilities. Tenant further acknowledges that Landlord makes no representations or warranties with respect to the condition of the Additional Property or the Additional Property Building, or any part thereof.

7. Alterations. Section 11 of the Lease is hereby amended to provide that Tenant shall make no alterations or improvements to the Additional Property, including the Additional Property Building, without the written consent of Landlord, which consent shall not be unreasonably withheld. All requests for approval should be accompanied by plans for the desired alterations or improvements. The provisions of Section 11.3 regarding ownership and removal of alterations or improvements after expiration of the Lease shall expressly apply to any such alterations or improvements to the Additional Property.

8. Environmental Condition of Additional Property. Tenant acknowledges that Landlord has disclosed to Tenant that certain environmental remediation activities have been conducted on the Additional Property, and that a "no further action" letter has been received from the County of Ventura, Environmental Health Division . As further set forth in Section 14 of the Lease, Landlord shall have no responsibility for any Contamination on, under or within the Additional Property.

9. Insurance. Within ten (10) days after the Effective Date, Tenant shall provide a certificate from Tenant's insurer stating that the Additional Property has been added to all of Tenant's insurance policies obtained pursuant to Section 18.1 of the Lease.

10. Amendment to Notices. Sections 17.5.1 and 32 of the Lease are hereby amended to provide that any notices shall be sent to Landlord at the following address:

Union Oil Company of California
Real Estate Services Group
376 South Valencia Avenue
Brea, CA 92823
Attn.: P.A. Ellis

11. Inclusion of Additional Property in the Sublease. Within thirty (30) days of the Effective Date, Tenant shall enter into a First Amendment to Sublease with Subtenant substantially in the form of Exhibit "B" which is attached hereto and hereby incorporated herein (the "Sublease Amendment"). As long as the Sublease Amendment is substantially in the form of Exhibit "B", Landlord agrees to enter into a written consent thereto in the form of Exhibit "C" attached hereto and hereby incorporated herein.

12. Effectiveness of Lease. Except as expressly set forth herein, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date first written above.

LANDLORD	TENANT
UNION OIL COMPANY OF CALIFORNIA	THE CITY OF SANTA PAULA, CALIFORNIA
By: Brian J. Kelly	By: Wally Bobkiewicz
Its: Brian J. Kelly Manager, Investment Properties	Its: City Manager

Approved as to form:

Karl H. Berger, City Attorney

ATTEST:

Steven J. Salas, City Clerk

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA CO. CAL.

940001StaPaulaAmend/030804/loj

EXHIBITS

EXHIBIT "A"	Description of the Additional Property
EXHIBIT "B"	Form of First Amendment to Sublease
EXHIBIT "C"	Form of Consent to Sublease

EXHIBIT "A"
ADDITIONAL PROPERTY

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel "A" of Lot Line Adjustment CDP No. 88-38, recorded June 30, 1999, as Instrument No. 99-125394 of Official Records.

Being Lots 27, 28 and the Easterly 20.50 feet of Lot 29 of Block 57 as the same are designated and delineated upon that certain map entitled, "Map of Town of Santa Paula, Blanchard and Bradley, Properties", and recorded in the office of the County Recorder of Ventura County in book 1, page 234 of Miscellaneous Records.

EXCEPT THEREFROM the oil, minerals and other rights granted to Edward W. Haskell by deed dated December 24, 1864, recorded in Book "B" Page 153 of Deeds.

Assessor's Parcel Number: 101-0-212-175

EXHIBIT "B"
FIRST AMENDMENT TO SUBLEASE

This First Amendment to Sublease (this "Amendment") is entered into this 1ST day of MAY, 2004, by and between the CITY OF SANTA PAULA, CALIFORNIA, a municipal corporation ("City") and the SANTA PAULA REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency").

Recitals

A. City is the tenant under a certain Property Lease dated as of July 1, 1993 (the "Master Lease") with respect to certain real property, and the improvements thereon, located at 1001-1003 East Main Street, in the City of Santa Paula, County of Ventura, State of California, consisting of the Land, the Main Building and the Rig Building, all of which constitute the Premises, all as further defined in the Master Lease. The landlord thereunder is Union Oil Company of California, a California corporation ("Master Lessor").

B. City has subleased the Premises to Agency, a public body pursuant to a certain Sublease dated as of April 19, 1999 (the "Sublease").

C. City and Master Lessor have entered into a certain First Amendment to Property Lease dated MAY 1, 2004 (the "Lease First Amendment"), to add to the Master Lease certain additional real property, which is described on Exhibit "A" attached hereto and hereby incorporated herein (the "Additional Property"). The Additional Property is improved with a building (the "Additional Property Building").

D. The parties hereto desire to amend the Sublease to add the Additional Property as a part of the Premises described therein.

Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are expressly incorporated into this Amendment and shall be a part hereof.

2. Defined Terms. Terms defined in the Sublease and used herein shall have the meanings ascribed to them in the Sublease unless provided otherwise in this Amendment.

3. Addition of Additional Property. The Sublease is hereby amended to include the Additional Property within the definition of the Premises.

4. Addition of Lease First Amendment to Master Lease. Recital A and Section 7 of the Sublease are hereby amended to add the Lease First Amendment to the definition of the Master Lease.

5. Consent of Master Lessor. This Amendment shall not be effective unless Master Lessor executes a written consent to this Amendment. All other provisions of Section 8 of the Sublease shall be applicable.

6. Effectiveness of Lease. Except as expressly set forth herein, the Sublease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Sublease as of the date first written above.

Sublessee	Sublessor
SANTA PAULA REDEVELOPMENT AGENCY, a public body corporate And politic	THE CITY OF SANTA PAULA, CALIFORNIA, a municipal corporation
By: Wally Bohnning	By: Wally Bohnning
Its: Executive Director	Its: City Manager
ATTEST:	ATTEST:
By:	By:
Its: City Clerk	Its: City Clerk
Approved as to form:	Approved as to form:
for Karl H. Berger Agency Attorney	for Karl H. Berger City Attorney

REDEVELOPMENT AGENCY ESTABLISHED MARCH 20, 1989 CITY OF SANTA PAULA CALIFORNIA

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA CO. CAL.

940001StaPaulaAmend/030804/loj

EXHIBIT "A" TO FIRST AMENDMENT TO SUBLEASE
DESCRIPTION OF THE ADDITIONAL PROPERTY

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel "A" of Lot Line Adjustment CDP No. 88-38, recorded June 30, 1999, as Instrument No. 99-125394 of Official Records.

Being Lots 27, 28 and the Easterly 20.50 feet of Lot 29 of Block 57 as the same are designated and delineated upon that certain map entitled, "Map of Town of Santa Paula, Blanchard and Bradley, Properties", and recorded in the office of the County Recorder of Ventura County in book 1, page 234 of Miscellaneous Records.

EXCEPT THEREFROM the oil, minerals and other rights granted to Edward W. Haskell by deed dated December 24, 1864, recorded in Book "B" Page 153 of Deeds.

Assessor's Parcel Number: 101-0-212-175

EXHIBIT "C"
FORM OF CONSENT

MASTER LESSOR'S CONSENT TO SUBLEASE

The undersigned ("Master Lessor"), Landlord under the Master Lease, consents to the Sublease without waiver of any restriction in the Master Lease concerning further assignment or subletting.

Date: Oct 8, 2004

UNION OIL COMPANY OF CALIFORNIA,
a California corporation

By: Brian J. Kelly

Its: Brian J. Kelly
Manager, Investment Properties

940001StaPaulaAmend/030804/loj

REINSTATEMENT OF AND SECOND AMENDMENT TO LEASE

This Reinstatement of and Second Amendment to Lease (this "**Amendment**") is entered into as of this 26 day of February 2009 by and between UNION OIL COMPANY OF CALIFORNIA, a California corporation ("**Landlord**") and the CITY OF SANTA PAULA, a municipal corporation ("**Tenant**").

RECITALS

A. Landlord and Tenant are parties to a certain Property Lease dated as of July 1, 1993 (the "**Original Lease**"), as amended by that certain First Amendment to Lease dated as of May 1, 2004 (the "**First Amendment**;" the Original Lease and the First Amendment are, together, the "**Lease**"), with respect to certain real property and the improvements thereon located in the City of Santa Paula, County of Ventura, State of California, consisting of the Land, the Main Building, the Rig Building and the Additional Property, all as more fully defined in the Lease.

B. The initial term of the Lease expired without Tenant having exercised its option to extend the term thereof; as of June 30, 2008 the Lease expired of its own terms and the tenancy of Tenant was converted into a periodic holdover tenancy under the same terms and conditions. It is the parties understanding that the failure to exercise the option to extend the term of the Lease was an oversight on Tenant's part, and Landlord is willing to agree to reinstate the Lease and extend the term of the Lease as though Tenant had properly given the requisite notice of its election to extend the term of the Lease in a timely manner.

C. Tenant desires to cause the removal of the Additional Property Building and all other existing improvements currently located on the Additional Property; toward that end, Tenant has prepared that certain booklet entitled ***City of Santa Paula Contract Documents for Gas Station Demolition Project*** dated September 2008 (the "**Demolition Plans**"), which Tenant has used to obtain bids for the performance of the proposed demolition plans.

D. Landlord is willing to allow Tenant to remove the existing improvements located on the Additional Property in accord with the terms of the Demolition Plans, under the terms and conditions set forth in this Amendment.

E. There is a minor scrivener's error in the Lease which the parties desire to address and correct in this Amendment.

F. All capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Lease.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements and conditions hereof, Landlord and Tenant agree as follows:

1. Incorporation of Recitals. All recitals set forth above are incorporated into this Amendment and shall be a part hereof.

2. Reinstatement and Extension of Lease Term. The Lease is hereby reinstated and the term thereof as set forth in Section 2 of the Lease is hereby extended for the First Extended Term, which the parties agree commenced on July 1, 2008 and shall expire at midnight on June 30, 2023.

3. Exercise of First Extension Option. The parties hereby acknowledge that by virtue of the reinstatement of the Lease and extension of its term as provided in Paragraph 2 above, Tenant will be deemed to have exercised its first of two options to extend the term of the Lease as provided in Section 3 of the Lease. Landlord specifically waives, as to the exercise of the first option to extend only, the provisions of the last paragraph of Section 3 of the Lease.

4. Demolition and Removal of Additional Property Improvements. Tenant shall have the right to cause the removal of the Additional Property Building and all other improvements located on the Additional Property, in accord with the terms of the Demolition Plans (herein, the "Demolition Activities"). Such demolition activities shall be performed in accord with the following terms and conditions:

4.1. Prior to the commencement of the Demolition Activities Tenant shall obtain all permits and approvals necessary for the performance of such work. The Demolition Activities shall be performed in a good and workmanlike manner.

4.2. Tenant shall provide Landlord with not less than five (5) days prior written notice of its intended commencement of Demolition Activities, in order that Landlord may take steps to post at the Additional Property notices of non-responsibility relating to the performance of such demolition work.

4.3. Landlord shall have the right, but not the obligation, to have one or more individuals present at the Additional Property to oversee or monitor Tenant's performance of the Demolition Activities.

4.4. If it becomes necessary to make a substantial change in the performance of the Demolition Activities from such activities as set forth in the Demolition Plans, Tenant shall provide Landlord with prior written notice of such proposed change in Demolition Activities, along with information as to the reason for such change.

4.5. Tenant shall properly dispose of all debris, materials and wastes generated during the performance of the Demolition Activities at appropriate off-site locations in accord with all laws and regulations. In the event there are any asbestos-containing materials, lead based paints or other Hazardous Materials discovered during the performance of the Demolition Activities, such Hazardous Materials shall be appropriately manifested and disposed of in accord with all federal, state and local laws and regulations.

4.6. After completion of the Demolition Activities Tenant shall cause the Additional Property to be graded to a flat and clean condition.

5. Modifications to Use of Additional Property. Section 7 of the Lease is modified to provide that, after completion of the Demolition Activities, any use of the Additional Property

for storage purposes will be performed in a manner which will not cause or create an aesthetically unpleasant view of the Premises.

6. Modifications to Section 10. The provisions of Section 10.3 of the Lease shall not apply to the performance of the Demolition Activities.

7. Modifications to Section 11. The Demolition Activities performed by Tenant pursuant to this Amendment shall constitute an Alteration pursuant to Section 11 of the Lease. From and after the completion of the Demolition Activities, Section 11.3 shall not apply to the Additional Property Building or other improvements removed during the performance by Tenant of the Demolition Activities.

8. Modification to Section 14. Section 14 of the Lease is modified to provide that, if petroleum products are discovered below the surface of the Additional Property during the performance of the Demolition Activities, Tenant shall promptly inform Landlord of such discovery, and shall allow Landlord and its consultants access to the Additional Property in order that Landlord may take any steps it deems reasonably necessary to investigate, test and/or remediate such petroleum products if required by any governmental agency with jurisdiction over such petroleum products. Except as specifically modified hereinabove, Section 14 remains unchanged.

9. Modifications to Section 17.4. The word "or" at the end of Section 17.4(c) is deleted, the word "or" is added at the end of Section 17.4(d) and a new Section 17.4(e) is added to the Lease, as follows:

> "(e) the discovery of asbestos-containing materials or lead-based paint during performance of the Demolition Activities, and the proper removal, manifesting and disposal of such materials by Tenant."

10. Modifications to Section 17.5. The first sentence of Section 17.5 of the Lease is deleted in its entirety, and the following sentence is added in its place:

> "Landlord shall hold Tenant and the Tenant Group exempt and harmless from and damages of injury to any person or to the property of any person arising from the existence of any Contamination (**excluding only asbestos-containing materials and lead-based paints within any improvements on the Additional Property**) on or within the Premises resulting prior to Tenant's tenancy, and Landlord hereby agrees to indemnify and save Tenant and all members of the Tenant Group harmless from all liability, loss, costs, claims, expenses and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries, losses or damages, except injuries, losses or damages caused solely by the gross negligence or willful misconduct of Tenant or any member of the Tenant Group."

11. Correction of Scrivener's Error. Section 17.5.5 of the Lease is deleted in its entirety and the following new Section 17.5.5 is inserted in its place:

> "17.5.5. This indemnity shall terminate upon expiration or sooner termination of this Lease."

12. Change of Landlord's Address for Notices. Sections 17.5.1 and 32 of the Lease are hereby further amended to provide that any notices shall be sent to Landlord at the following addresses:

"Landlord's address for notices shall be:

Union Oil Company of California
c/o Chevron Business and Real Estate Services
4051 Broad Street, Suite 230
San Luis Obispo, CA 93401
Attention: Kelly A. Duran

With a copy to:

Chevron Corporation
6001 Bollinger Canyon Road
San Ramon, CA 94583
Attention: Mary A. Parish

13. Addition of new Section 18.3. A new Section 18.3 is added to the Lease, as follows:

"18.3. Landlord understands and acknowledges that Tenant is a public entity and is a member of the California Joint Powers Insurance Authority, pursuant to a joint powers agreement, and the limits of liability under the agreement is $50,000,000 annual, aggregate and per occurrence. Landlord agrees to accept Tenant's status as satisfactory compliance with Landlord's insurance requirements. In the event Tenant decides to change its insurance status, Tenant agrees to provide Landlord with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, Tenant agrees to provide Landlord with appropriate evidence of insurance coverage(s)."

14. Further Environmental Disclosures re: Additional Property. Paragraph 8 of the First Amendment is deleted in its entirety, and the following new language is inserted in its place:

"Tenant acknowledges that Landlord has disclosed to Tenant that certain environmental remediation activities have been conducted on the Additional Property, and that three separate "no further action" letters have been issued by the County of Ventura Environmental Health Division (the "**Division**") with respect to the completion of remediation activities at the Additional Property. Copies of the "no further action letters" have been provided by Landlord to Tenant, and Tenant has been advised that all environmental reports related to the performance of environmental remediation activities which were filed with the Division in connection with such activities are in the records of the Division and can be accessed or reviewed by Tenant. Except as specifically set forth in Section 14 of the Lease, Landlord shall have no responsibility for any Contamination on, under or within the Additional Property."

15. Except as specifically modified by the terms of this Amendment the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date set forth above.

Landlord:

UNION OIL COMPANY OF CALIFORNIA,
a California corporation

By: _____

Name: Brian J. Kelly

Its: Assistant Secretary

Tenant:

CITY OF SANTA PAULA,
a Municipal corporation

By: _____

Name: WALLY BOBKIEWICZ

Its: CITY MANAGER

APPROVED AS TO FORM:

_____

Karl H. Berger, City Attorney

THIRD AMENDMENT TO LEASE
(UNION OIL BUILDING PROPERTY)

This Third Amendment to the Lease (this "Amendment") dated as of June ___, 2023, is entered by and between the UNION OIL COMPANY OF CALIFORNIA, a California corporation ("Lessor"), and the CITY OF SANTA PAULA, a California municipal corporation and general law city ("Lessee"), sometimes collectively referred to individually as "Party" or collectively as "Parties".

RECITALS

A. Lessor and Lessee entered into that certain Oil Museum Lease, dated July 1, 1992, (the "Original Lease"), as amended by that certain First Amendment to the Lease dated as of May 1, 2004 (the "First Amendment") and that certain Reinstatement of and Second Amendment to the Lease dated as of February 26, 2009 (the "Second Amendment", together with the Original Lease and First Amendment, the "Lease"), with respect to certain real property and improvements thereon located at the address commonly known as 1001, 1003, and 1033 E. Main Street, Santa Paula, California (the "Property"). The Property consists of the Land, the Main Building, the Rig Building, and the Additional Property, as such terms are defined in the Lease.

B. The Lease is set to expire on June 30, 2023 and the Parties had intended for the Lessee to acquire the Property by way of a transfer agreement (the "Transfer Agreement") before the Lease expired.

C. Though the Parties have been diligently negotiating the terms of the Transfer Agreement, delays beyond the Parties' control have slowed the consummation of the Transfer Agreement.

D. In addition, pursuant to the Lease, Lessee has requested Lessor's consent to sublease the vacant lot (the "Lot") on the Property to the Ventura County Fire District (VCFD) for use as a temporary fire station. A sublease is being negotiated among VCFD and the Parties (the "Sublease").

E. The Sublease is needed so that VCFD can continue to provide Lessee with fire protection services while the VCFD builds a new fire station at a different site. VCFD will operate a temporary fire station on the Lot until completion of the new station. In order to set up the temporary fire station, VCFD wishes to begin paving and installing improvements on the Lot no later than July 1, 2023.

E. Because the Transfer Agreement negotiations have not yet concluded and VCFD desires to begin improvements on the Lot as soon as possible, the Parties are entering this Amendment to extend the term of the Lease until the closing on the Transfer Agreement or (if the Transfer Agreement does not close by December 31, 2023, until such date), and to allow for the Lot to be used as a temporary fire station.

F. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are expressly incorporated into this Amendment and shall be a part hereof.

2. Use of Property. The Lease requires the Property to be used and occupied only for a first-class quality museum. This Amendment allows Lessee to use the Property for the establishment of a temporary fire station that will be operated by the VCFD if and only if Lessee enters a sublease with the VCFD in the form attached to this Amendment as Exhibit A, with no material modifications to such form, it being understood and agreed by Lessee that, should the sublease to be entered with the VCFD be modified in any material respect from the form attached as Exhibit A, Lessor's consent shall be required for Lessee to enter into such sublease and for the permitted uses of the Property to be modified as contemplated in this Section 2.

3. Term Extended. Lessor hereby agrees to extend the term of the Lease until the closing of the Transfer Agreement, or, if the closing does not occur by December 31, 2023, until December 31, 2023.

4. Limited Amendment. Except as provided in this Amendment, all other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between this Amendment and the Lease, the provisions of this Amendment shall control. Whenever the term "Lease" is used in the Lease, it shall mean the Lease as amended by this Amendment.

5. Interpretation. The language in all parts of this Amendment shall be construed according to is normal and usual meaning and not strictly for or against either Lessor or Lessee.

6. Counterparts. This Amendment may be signed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

7. Signature Form. The Parties agree that this Amendment may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures.

[Signatures on next page]

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

LESSOR:

Union Oil Company of California, a California corporation

By: _____
Name: _____
Title: _____

LESSEE:

City of Santa Paula, a California municipal corporation

By: _____
Dan Singer
City Manager

CHVR-58743\2789750.3

EXHIBIT A

[Attach Approved Form of Sublease]

SUBLEASE AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT

THIS SUBLEASE AGREEMENT ("**Sublease**") is made and executed this ____ day of June, 2023, between CITY OF SANTA PAULA, a municipal corporation and general law city ("**Sublandlord**"), and VENTURA COUNTY FIRE PROTECTION DISTRICT, a California special district ("**Subtenant**" and, together with Sublandlord, the "**Parties**," or individually, a "**Party**").

RECITALS:

This Sublease is made with reference to the following facts and objectives:

A. Sublandlord is the tenant under that certain lease agreement dated July 1, 1993, as amended by that certain First Amendment to Lease dated May 1, 2004, as amended by that certain Reinstatement of and Second Amendment to Lease dated February 26, 2009 (collectively, the "**Master Lease**," attached hereto as Exhibit A and incorporated herein by this reference) with Union Oil Company of California, a California corporation (the "**Primary Landlord**" and, together with Sublandlord, the "**Oil Museum Parties**").

B. Pursuant to the Master Lease, Sublandlord leased those certain premises more particularly described in the Master Lease located on real property commonly known as 1001, 1003, and 1033 East Main Street, Santa Paula, California (the "**Premises**") improved with a two-story building (the "**Main Building**"), a cable tool drill rig building (the "**Rig Building**"), and a vacant lot of land used for parking (the "**Parking Lot**").

C. The Master Lease was set to expire June 30, 2023, subject to one additional 15-year term extension at Tenant's (as defined in the Master Lease) option. In lieu of a 15-year extension, the Primary Landlord has agreed to extend the Master Lease until the closing date set forth in a future transfer agreement (the "**Transfer Agreement**") between the Oil Museum Parties (the "**Closing Date**") but in no event beyond December 31, 2023 if a closing under the Transfer Agreement has not occurred by said Closing Date.

D. While the Master Lease remains in effect, Subtenant will construct a new fire station located at 114 S. 10th Street, Santa Paula, CA 93060 ("**Station 29**") pursuant to that certain Memorandum of Agreement for Fire Protection and Related Services Between the City of Santa Paula and the Ventura County Fire Protection District, entered on or about May 15, 2018. Construction of Station 29 is estimated to take approximately twenty-four (24) months to complete.

E. During construction of Station 29, Subtenant desires to sublease the Parking Lot from Sublandlord for use as a temporary fire station, and Sublandlord desires to

sublease the Parking Lot to Subtenant for such use, in accordance with the terms and conditions of this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **LEASE; DESCRIPTION OF PROPERTY.**

Sublandlord hereby leases to Subtenant, and Subtenant hereby leases from Sublandlord the Parking Lot with the address commonly known as 1033 East Main Street, Santa Paula, California ("**Subleased Lot**") as specifically described and shown on Exhibit B, attached hereto and incorporated herein by this reference.

2. **MASTER LEASE; PRIMARY LANDLORD TRANSFER AGREEMENT.**

2.1 The Parties acknowledge that the Subleased Lot is subject to the terms and conditions of the Master Lease. This Sublease shall not be effective unless and until the Primary Landlord signs this Sublease thereby giving its consent to this Subletting. The signature of the Primary Landlord at the end of this document shall constitute its consent to Sublandlord subleasing the Subleased Lot to Subtenant in accordance with the terms of the Master Lease and this Sublease. Subtenant will occupy the Subleased Lot in accordance with the terms of the Master Lease and will not suffer to be done, or omit to do, any act which results in a violation of or a default under the Master Lease. Each of Sublandlord and Subtenant hereby acknowledges and agrees that, except to the extent expressly provided herein, the terms of the Master Lease are not modified by this Sublease.

2.2 The Primary Landlord acknowledges that the Master Lease is in full force and effect and that Primary Landlord intends to transfer ownership of the Premises to Sublandlord by entering into a Transfer Agreement. Upon transfer, the Master Lease will terminate and Sublandlord will be fee simple owner of the Premises, which includes the Subleased Lot. Sublandlord and Subtenant acknowledge that, should such contemplated transfer of ownership of the Premises pursuant to such Transfer Agreement not be completed by December 31, 2023, the Master Lease and this Sublease shall expire as of December 31, 2023.

2.3 Subtenant acknowledges that the Oil Museum Parties are negotiating the Transfer Agreement and will cooperate in good faith not to interfere with the consummation of said agreement.

2.4 Upon the closing of the Transfer Agreement, this Sublease shall automatically convert to a lease between Subtenant and Sublandlord with its terms unchanged. As of the Acquisition Date, the Primary Landlord will cease to have any obligations or rights under this Sublease or the Master Lease with respect to the Parties except pursuant to any provisions of this Sublease or the Master Lease which expressly survive expiration or termination of such agreement. Sublandlord

and Subtenant acknowledge that, should such contemplated transfer of ownership of the Premises pursuant to such Transfer Agreement not be completed by December 31, 2023, the Master Lease and this Sublease shall expire as of December 31, 2023.

3. **TERM.**

This Sublease will commence on the date it is executed by both Subtenant and Sublandlord and will end, subject to the provisions of Section 2 above and Section 10 below, on September 1, 2025 (the "**Term**"). If there is a closing under the Transfer Agreement, the Term will continue as set forth in Subsection 2.4, unless earlier terminated by a Party in accordance with Section 10 below (the "**Term**").

4. **SUBTENANT IMPROVEMENTS.** Subtenant agrees to complete the following improvements to the Subleased Lot at no expense to Sublandlord (the "**Subtenant Improvements**"), it being acknowledged by Sublandlord and Subtenant that, in connection with the Subtenant Improvements, (i) Subtenant must comply with all applicable requirements of the Master Lease, including insurance requirements applicable to the "Tenant" under the Master Lease and its contractors and other agents, and (ii) before Subtenant may commence the Subtenant Improvements, Sublandlord shall secure the consent of the Primary Landlord thereto, with Sublandlord's request for such consent to be accompanied by proposed plans for the Subtenant Improvements:

4.1 Pave the Subleased Lot with new asphalt prior to occupancy;

4.2 Erect a perimeter fence with rolling ingress gate;

4.3 Provide landscaping in front of perimeter fence; and

4.4 Add more lighting for security purposes.

In the event that the contemplated transfer of ownership of the Premises pursuant to the Transfer Agreement does not occur, Primary Landlord shall have the right by written notice to Sublandlord to require removal of any or all Subtenant Improvements on or prior to expiration or earlier termination of the Master Lease. Primary Landlord shall incur no liability with respect to any such plan approval. Subtenant shall be solely responsible for ensuring that the Plans comply with applicable laws and are otherwise appropriate for the site and its intended use.

Notwithstanding any provision of the Master Lease or this Sublease to the contrary and whether or not the Primary Landlord has consented to the Subtenant Improvements as required herein, each of Sublandlord and Subtenant hereby agrees that (i) neither Landlord nor any member of the Landlord Group (as such term is defined in the Master Lease, the "**Landlord Group**") shall be liable for any claims, actions, damages, costs (including, without limitation, attorney's fees), injuries or liability, including, but not limited to, with respect to any hazardous materials or substances or other environmental conditions on or under the applicable portion of the Premises, resulting from the

construction or use of the Subtenant Improvements in connection with construction of the same (**"Claims Relating to Subtenant Improvements"**) and (ii) each of Subtenant and Sublandlord hereby indemnifies and holds harmless the Landlord Group from and against any Claims Relating to Subtenant Improvements. Should a member of the Landlord Group be named in any suit, or should any claim be against a member of the Landlord Group, by suit or otherwise, whether the same be groundless or not, with respect to Claims Relating to Subtenant Improvements, each of Sublandlord and Subtenant will defend such indemnified party (at such indemnified party's request and with counsel reasonably satisfactory to Primary Landlord or other applicable member of the Landlord Group) and will indemnify such indemnified party for any judgment rendered against it or any sums paid out in settlement or otherwise. The indemnity provided in this Section 4 shall survive the expiration or earlier termination of this Sublease, and it is in addition to, and not in lieu of, the indemnity set forth in Section 18.1 below.

5. USE OF SUBLEASED LOT.

5.1 Subtenant agrees to use the Subleased Lot solely for the purposes of a temporary fire station. Permitted uses include firefighter parking, placement of a trailer with a kitchen and living space, and storage of fire-fighting equipment and trucks.

5.2 Subtenant must not use or permit the use of the Subleased Lot in any manner that will tend to create waste or a nuisance.

6. UTILITIES.

6.1 Subtenant will pay for water, sewer, gas, and trash services for the Subleased Lot. Sublandlord will make and maintain proper connections with any and all water, gas, and sewer on or serving the Subleased Lot and will continue the connections and service thereof during the Term of the Sublease. Sublandlord will not pay for internet or television services.

7. CONDITION OF PREMISES; MAINTENANCE.

7.1 Subtenant accepts the Subleased Lot in its condition existing as of the date of the execution of this Sublease, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Subleased Lot and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Subtenant acknowledges that neither Primary Landlord, Sublandlord nor any member of the Landlord Group or agent of Sublandlord have made any representation or warranty as to the suitability of the Premises for the conduct of Subtenant's business.

7.2 Subtenant is responsible for maintaining the Subleased Lot in a good and safe condition. Subtenant will be responsible for the maintenance expenses of the property including equipment and fixtures it brings onto the Subleased Lot. "Maintenance expenses" includes without limitation costs associated with the repair of plate glass, electrical wiring, plumbing, air conditioning, roof repair, pest

control, exterior maintenance and repair, and preventing and repairing vandalism, except as caused by normal wear and tear.

8. **QUIET ENJOYMENT.**

Sublandlord agrees that Subtenant, upon observing and keeping the agreements and each of the covenants of this Sublease, will lawfully and quietly hold, occupy, and enjoy the Subleased Lot for the duration of the Sublease. At the end of the Sublease Term defined in Section 3, the Primary Landlord will have the right to require removal of any Subtenant Improvements pursuant to Section 4, above.

9. **CITY'S LIMITED WARRANTY.**

Sublandlord warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this Sublease and perform its terms and conditions, and, subject to Primary Landlord's consent to this Sublease, has the legal right, power, and authority to grant all of the rights granted herein.

10. **TERMINATION.** This Sublease may be terminated as follows:

10.1 By either Party without cause, provided 90 days' written notice is given;

10.2 Upon mutual written agreement of the Parties;

10.3 Upon the Subleased Lot being condemned; or

10.4 Should Subtenant materially breach this Sublease, within ninety (90) days of failing to cure the breach to Sublandlord's reasonable satisfaction after being notified by Sublandlord regarding such breach.

10.5 Upon expiration or earlier termination of the Master Lease prior to any transfer of ownership of the Premises pursuant to the Transfer Agreement, including but not limited to as specified in Section 2 above.

11. **CONDITION OF PROPERTY UPON TERMINATION.**

Upon termination of this Sublease for any reason, Subtenant will vacate the Subleased Lot and deliver it to Sublandlord in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted. The Subtenant Improvements described in Section 4 above shall not be removed, unless requested by Sublandlord.

12. **CONDEMNATION.**

If all or part of the Premises is acquired by eminent domain or purchase in lieu thereof, Subtenant acknowledges that it will have no claim to any compensation awarded for the taking of the Premises or any portion thereof.

13. **RELOCATION BENEFITS.**

Subtenant acknowledges that it was informed that Sublandlord is a public entity and that the Premises is leased by Sublandlord for a public purpose. Subtenant further acknowledges that any rights acquired under this Sublease arose after the date Sublandlord leased the Premises and that Sublandlord reserves its right to condemn this leasehold. Subtenant acknowledges that at the time of any condemnation of this Sublease, Subtenant will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

14. **FORCE MAJEURE.**

Should performance of this Sublease be prevented as a result of insured loss due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, pandemic, epidemic, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either Party to the other.

15. **ALTERATIONS.**

Except as provided by this Sublease and subject to any and all applicable additional requirements under the Master Lease, Subtenant will not make, or cause to be made, any alterations to the Subleased Lot without Sublandlord's prior written consent.

16. **ASSIGNMENT AND SUBLETTING.**

This Sublease may not be assigned, transferred, or sublet by Subtenant, court order, or through any other means. Any such purported transfer will be null and void.

17. **HOLDOVER.**

If Subtenant holds possession of the Subleased Lot after the expiration or termination of this Sublease with Sublandlord's written consent, Subtenant will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Sublease and the Master Lease, should the Master Lease still be in effect.

18. **INDEMNIFICATION.**

18.1 Subtenant indemnifies and holds each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord harmless from and against any third-party claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Master Lease or this Sublease, or its performance, except in each case as results from the sole active negligence of the indemnified party. Should any member of the Landlord Group (including, without limitation, Primary Landlord) or Sublandlord be named in any suit, or should any claim be against either, by suit or otherwise, whether the same be groundless or not, arising out of the Master Lease or this Sublease, or its

performance, pursuant to the Master Lease or this Sublease, Subtenant will defend, as applicable, such member of the Landlord Group (including, without limitation, Primary Landlord) or Sublandlord (at such indemnified party's request and with counsel satisfactory to such indemnified party) and will indemnify each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord for any judgment rendered against it or any sums paid out in settlement or otherwise. Subtenant will indemnify, defend, protect and hold each member of the Landlord Group (including, without limitation, Primary Landlord) and Sublandlord harmless from and against any third-party loss, cost, damage or liability (including attorneys' fees) of any kind or nature arising out of Subtenant's failure to perform or observe any of the terms and conditions of the Master Lease applicable to the Subleased Lot or this Sublease, except to the extent caused by such indemnified party or its invitees', agents' or employees' negligence or willful misconduct. Sublandlord hereby agrees to indemnify, defend, protect and hold each member of the Landlord Group (including, without limitation, Primary Landlord) and Subtenant harmless from and against any third-party loss, cost, damage or liability (including attorneys' fees) of any kind or nature arising out of Sublandlord's failure to comply with the terms of this Sublease or the Master Lease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of such indemnified party. The indemnities provided in this Section 18.1 shall survive the expiration or earlier termination of this Sublease.

18.2 For purposes of this section, "Sublandlord" includes Sublandlord's officers, officials, employees, agents, representatives, and volunteers.

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

18.4 The requirements as to the types and limits of insurance coverage to be maintained by Subtenant as required by the Master Lease and Section 19 below, and any approval of such insurance by Sublandlord, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subtenant pursuant to the Master Lease and this Sublease, including but not limited to the provisions concerning indemnification.

18.5 It is expressly understood and agreed that this Section 18 will survive expiration or earlier termination of the Master Lease and this Sublease.

19. **INSURANCE.** Subtenant will procure and maintain, at its own expense, during the Term of this Sublease, policies of insurance provided by insurance companies admitted to do business in the State of California with A.M. Best & Company ratings of at least A- / VIII and which are reasonably acceptable to Sublandlord, which policies are primary as to any other existing, valid and collectible insurance insuring Subtenant against loss or liability caused by or with the performance of this Sublease by Subtenant, or its agents, consultants, contractors, or subcontractors, in amounts not less than (i) as required under the Master Lease and (ii) as provided below:

19.1 Commercial General Liability Insurance with a minimum combined single limit of liability of at least $1,000,000 and a general aggregate limit of at least $2,000,000.

19.2 Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of at least $1,000,000 each occurrence for bodily injury and property damage.

19.3 Workers' Compensation Insurance as required by applicable law, and Employers' Liability Insurance with a minimum limit of at least $1,000,000 per employee and at least $1,000,000 each occurrence.

19.4 The insurance coverage required may be provided by one or more policies of insurance issued to Subtenant or its agents, consultants, contractors or subcontractors, provided, however, that in order for such insurance to be acceptable, Subtenant will contractually require such agents, consultants, contractors or subcontractors to indemnify, defend, and hold harmless each member of the Landlord Group and Sublandlord from and against claims and losses to the extent of Subtenant's obligations provided for in the Master Lease and this Sublease, with each member of the Landlord Group and Sublandlord named as an additional insured to such agreements, and such insurance policies will meet the requirements of this Section 20.

19.5 The policies of insurance will name each of member of the Landlord Group and Sublandlord as an additional insured and will not exclude or restrict coverage based upon alleged or actual negligence of an additional insured. Such insurance will provide coverage for claims and losses arising out of the actions of Subtenant or its agents, consultants, contractors or subcontractors on or about the Subleased Lot while the policy is in force, regardless of whether the claim or loss arises after the policy is expired.

19.6 Prior to its occupancy of the Subleased Lot, Subtenant will deliver to Sublandlord, and Sublandlord will forward to Primary Landlord, a certificate of insurance and additional insured endorsements evidencing the existence of the policies and further evidencing that coverage will not be canceled or materially changed prior to thirty (30) days' advance written notice to each of Primary Landlord and

Sublandlord. Subrogation against each of Primary Landlord and Sublandlord will be waived as respects all of the insurance policies required above (including policies of any subcontractor). The insurance required in no way limits or restricts any indemnity by Subtenant or its agents, consultants, contractors, or subcontractors under the Master Lease or this Sublease nor by any limitation placed on the indemnity as a matter of applicable law.

20. **COMPLIANCE WITH LAW.**

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

21. **WAIVER OF BREACH.**

Any express or implied waiver of a breach of any term of this Sublease will not constitute a waiver of any further breach of the same or other term of this Sublease.

22. **NOTICES.**

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

If Subtenant: County of Ventura
Public Works Agency
Real Estate Services
800 South Victoria Avenue, L#1600
Ventura, CA 93009
Attn: George Andrade

If Sublandlord: City of Santa Paula
970 E. Ventura St.
Santa Paula, CA 93060
Attn: City Manager___

23. **THIRD PARTY BENEFICIARY.**

The Parties agree that the Primary Landlord shall be a third-party beneficiary of this Sublease and shall have the right to enforce provisions of this Sublease benefitting either

Primary Landlord or Sublandlord, including but not limited to provisions of this Sublease under which Primary Landlord's consent is required.

24. **ACCEPTANCE OF FACSIMILE SIGNATURES.**

The Parties agree that agreements ancillary to this Sublease and related documents to be entered into in connection with this Sublease will be considered signed when the signature of a Party is delivered by facsimile or electronic transmission or other electronic means (including DocuSign). Such facsimile or electronic signature or signature secured through other electronic means (including DocuSign) will be treated in all respects as having the same effect as an original signature.

25. **GOVERNING LAW.**

This Sublease is made and entered into in the state of California and shall, in all respects, be governed by and interpreted in accordance with the laws of the state of California applicable to contracts entered into and to be fully performed therein. The exclusive venue for any action, suit, or other proceeding concerning the Sublease shall be in Ventura County, California.

26. **PARTIAL INVALIDITY.**

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

27. **INTEGRATION.**

This instrument and its attachments constitute the sole agreement between Sublandlord and Subtenant respecting the Subleased Lot, the use of the Subleased Lot by Subtenant and correctly sets forth the obligations of Sublandlord and Subtenant. Any Sublease or representations respecting the Subleased Lot or its subletting by Sublandlord to Subtenant not expressly set forth in this instrument are void. There are two attachments (2) to this Sublease.

28. **CONSTRUCTION.**

The language of each part of this Sublease will be construed simply and according to its fair meaning, and this Sublease will not be construed either for or against either Party.

29. **AUTHORITY-MODIFICATION.**

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

30. **COUNTERPARTS.**

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Sublease the day and year first hereinabove written.

CITY OF SANTA PAULA

_____
Dan Singer
City Manager

ATTEST:

_____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:
Monica Castillo, Interim City Attorney

By: _____

VENTURA COUNTY FIRE PROTECTION DISTRICT

_____
By: _____
Its: _____

CONSENT TO SUBLEASE

Union Oil Company of California, a California corporation, hereby consents to this Sublease as between City of Santa Paula, a municipal corporation, as sublessor and the Ventura County Fire Protection District, a California special district, as sublessee.

MASTER LESSOR:

UNION OIL COMPANY OF CALIFORNIA, a California corporation

By: _____

Name: _____

Its: _____

Dated: _____

EXHIBIT B
TO SUBLEASE

(Subleased Lot Description)

[Attached behind]

☆ Parcel APN - 101021217

Property Identification

Assessor's Parcel #:	101021217
APN Suffix:	5
Situs Address:	1033 E MAIN
Acreage:	0.4200

View Assessor Map

Owner Identification

Owner Name 1:	UNION OIL COMPANY OF CALIF
Owner Name 2:	
Mailing Address:	P O BOX 1392 BAKERSFIELD CA 93302-1392

Parcel Description

Tract Number:	
Block Number:	
Tract Lot:	A
Tract Lot Sub:	
Map Number:	
Condo Reference:	
Condo Building:	
Condo Unit:	
Previous APN:	101021216
Previous APN Suffix:	5
Void Year:	
Base Year APN:	1010212175
Base Year:	2006
Site Use Code:	4600
SA:	04

ATTACHMENT B

PARCEL MAP

104
117
ALLEY
N OJAI ST
1033
1001
IN
E MAIN ST
989

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject: INTRODUCTION OF ORDINANCE NO. 1347 AMENDING CHAPTERS 16.42 (PERFORMANCE STANDARDS) AND 16.44 (FENCES, WALLS, AND HEDGES) OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER SECTION 15061(b)(3) AND 15168(c)(2) OF THE PUBLIC RESOURCES CODE.

Presented by: Monica Castillo, City Attorney

Date: September 3, 2025

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing, receive public testimony, close the public hearing; and
2. Waive the first reading by title only, and introduce Ordinance No. 1346, entitled "An Ordinance amending Chapters 16.42 (Performance Standards) and 16.44 (Fences, Walls, and Hedges) of the Santa Paula Municipal Code in order to correct inconsistencies, outdated language and formatting and finding the action to be statutorily exempt from CEQA under Section 15061(b)(3) and 15168(c)(2) of the Public Resources Code".

BACKGROUND:

The Municipal Code has not undergone a comprehensive update since November 17, 1997. Since then, amendments have been adopted as needed to respond to changes in state law, sometimes resulting in internal inconsistencies within the Code and operational challenges. Recognizing the need for a Code overhaul, one of the objectives City Council placed in the City's 2023-2025 Two-Year Strategic Plan (Goal G, Objective 2) is to review the City's Municipal Code to reduce irrelevant code sections and update the Development Code. This goal was also identified as a mid-level priority (2 out of 1-3) in the Citygate Associates report dated June 19, 2024 recommending that the City review development codes and state laws to update policies and procedures for discretionary planning approvals, licenses and permits.

On May 9, 2024, the City Council and Planning Commission held a joint study session for a presentation on the comprehensive Municipal Code update, where they were asked to select one of three ways to approach the Municipal Code update. Option 3 was selected, directing

staff and the City Attorney's office to begin with the Development Code (Title XVI) and simultaneously go through the other titles. Since then, this Council has reviewed and approved several sizable batches of code updates.

On April 2, 2025, the City Council adopted Ordinance No. 1343, amending Chapters 160 (Development Impact Fees), 16.01 (Enactment and Applicability), 16.03 (Administration and Enforcement), and 16.05 (Definitions).
On June 4, 2025, the City Council adopted Ordinance No. 1345, amending Chapters 16.07 (Establishment of Zones), 16.09 (Open Space Zones), 16.11 (Agricultural Zones), 16.21 (Industrial Zones), and 16.27 (Airport Zones).
On July 2, 2025, the City Council adopted Ordinance No. 1346, amending Chapters16.13 (Residential Zones), 16.15 (Commercial Zones), 16.23 (Institutional Zones), 16.25 (Airport Zones), 16.29 (Railroad Overlay Zone), 16.31 (Planned Development Overlay Zone), 16.33 (Historic Landmark Overlay Zone), 16.34 (Historical Property Agreements), 16.35 (Housing Opportunities Overlay Zone), 16.40 (General Property Development Standards). Excluded from the ordinance were primary dwelling unit standards (Section 16.13.030) and the City's inclusionary housing ordinance (Section 16.13.400 et seq.) for further consideration by the Planning Commission.

Development Code Amendments Set 5

For the next set of proposed Development Code amendments, Set 5, Staff and the City Attorney's Office reviewed Chapters 16.42 (Performance Standards), 16.44 (Fences, Walls, and Hedges), 16.46 (Off-Street Parking and Loading), and 16.48 (Sign Code). When it became apparent that the latter two chapters relating to parking and signs would require substantial amendments and community input, it was decided not to bring these chapters to the Planning Commission until a future meeting.

Accordingly, on June 24, 2025, the Planning Commission considered amendments to Chapters 16.42 (Performance Standards) and 16.44 (Fences, Walls, and Hedges) only and adopted Resolution No. 3870. Pursuant to that Resolution, Ordinance No. 1347 is being introduced at tonight's meeting.

ANALYSIS:

Code Update - Renumbering & References

The revisions to Chapters 16.42 (Performance Standards) and 16.44 (Fences, Walls, and Hedges) are a result of the City initiated Municipal Code amendment. These chapters were identified to have contain inconsistencies, outdated language and/or formatting errors.

This ordinance would renumber the chapters and cross-references for consistency with the renumbering of prior chapters done earlier by ordinance. References to "Planning Director" were changed to reference "Director", since that role was changed to the Community and Economic Development Director.

STRATEGIC PLAN:

Reviewing the City's municipal code for updates and to reduce irrelevancy directly relates to Strategic Plan Goal *G.2 Municipal Code*.

FISCAL IMPACTS:

There are no direct fiscal impacts from this code update.

OPTIONS:

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

1. Do not introduce proposed Ordinance No. 1347 and direct staff to make substantive modifications requiring referral back to the Planning Commission.
2. Introduce the proposed ordinance with minor modifications.

ATTACHMENTS:

ATTACHMENT A - Dev Code Set 5 Ordinance.pdf

ATTACHMENT A

ORDINANCE NO. 1347

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTERS 16.44 PERFORMANCE STANDARDS AND 16.44 FENCES, WALLS, AND HEDGES OF THE SANTA PAULA MUNICIPAL CODE IN ORDER TO CORRECT INCONSISTENCIES, OUTDATED LANGUAGE AND FORMATTING AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER SECTION 15061(b)(3) OF THE PUBLIC RESOURCES CODE

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

WHEREAS, the City of Santa Paula wishes to protect and preserve the quality of life throughout the City, through effective land use and planning;

WHEREAS, the City initiated a Municipal Code update in order to bring the entire code up to date, clarify appropriate uses within the City, and adhere to current state law;

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate standards that guide how land can be used and developed within cities;

WHEREAS, Santa Paula Municipal Code ("SPMC") Chapters 16.44 (Performance Standards) and 16.44 (Fences, Walls, and Hedges) were reviewed by staff and identified to contain inconsistencies, outdated language, and/or conflicts with current state law;

WHEREAS, on June 24, 2025, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council for adoption;

WHEREAS, on September 3, 2025, the City Council held a duly-noticed public hearing to consider the proposed Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the proposed Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City's Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

SECTION 1. Incorporation. The recitals above are true and correct and are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. The City Council determines this Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA"), because it has no potential of resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations,

Section 15061(b)(3), that this Resolution is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. General Plan and Development Objectives. Pursuant to SPMC § 16.208.030(C), the City Council has reviewed the Planning Commission's recommendation, and finds that the proposed amendments are consistent with the objectives of Title 16 of the SPMC, the General Plan, and development policies of the City as follows:

A. The proposed code amendment is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan (2040), as described in Section 4.A. below.

B. The purpose of Chapter 16.208 Development Code Amendments is to allow for amendment to the Development Code in recognition of the fact that physical, economic, and other conditions in the City may change over time. The proposed amendments to Chapters 16.42 and 16.44 recognize these changing conditions by removing inconsistencies and outdated terms, updating definitions, and aligning with the adopted General Plan and applicable state law.

SECTION 4. Development Code Amendment Findings. Pursuant to SPMC §16.208.050, the City Council makes the following required findings of fact:

A. *The proposed code amendment is consistent with the goals, policies, and objectives of the General Plan.* The proposed amendment is part of a larger effort to update the Santa Paula Municipal Code. The proposed amendment is largely administrative in nature intended to remove inconsistencies, typographical errors, and outdated terms in the Development Code. Among other things, the amendments to Chapters 16.42 and 16.44 will also bring the City's Development Code definitions current and compliant with recent state law. Nothing in the proposed amendment would create an inconsistency with the goals, policies and objectives of the 2040 General Plan.

B. *The proposed code amendment will not adversely affect surrounding properties.* The proposed amendment will not adversely affect surrounding properties because the amendments are largely administrative in nature intended to remove inconsistencies and outdated terms in the Development Code and align with the objectives outlined in the adopted General Plan. Among other things, the amendments to Chapters 16.42 and 16.44 will also bring the City's Development Code definitions current and compliant with recent state law.

C. *The proposed code amendment promote public health, safety, and general welfare and serves the goals and purposes of Title 16.* The public health, safety, and general welfare will be promoted by removal of inconsistencies, typographical errors, and

outdated terms in the Development Code and alignment with the objectives outlined in the adopted General Plan. This in turn will help clarify for the public local land use rules applicable to their properties. Among other things, amendment to Chapters 16.42 and 16.44 will also bring the City's Development Code definitions current and compliant with recent state law. The goals and purposes of Title 16 are served because the amendments further the orderly development of land.

SECTION 5. Code Amendment. Chapters 16.44 (Performance Standards) and 16.44 (Fences, Walls, and Hedges) of the Santa Paula Municipal Code are hereby amended and restated to read in their entirety as provided in Exhibit "A," attached hereto and incorporated herein by reference. Stricken text indicates deletions and underlined text additions.

SECTION 6. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 7. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 970 E. Ventura Street, Santa Paula, California 93060.

SECTION 8. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santa Paula, at a regular meeting of the City Council held on the ____ day of _____ , 2025.

CITY OF SANTA PAULA:

_____
Pedro Chavez, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

EXHIBIT A

Amendments

CHAPTER 16.~~42~~21: PERFORMANCE STANDARDS

Section

16.~~42~~21.010 Purpose and intent

16.~~42~~21.020 Air quality

16.~~42~~21.030 Electrical interference

16.~~42~~21.040 Hazardous materials

16.~~42~~21.050 Light and glare

16.~~42~~21.060 Odors

16.~~42~~21.070 Noise

§ 16.~~42~~21.010 PURPOSE AND INTENT.

Performance standards are established to ensure compatibility between adjacent land uses, to prevent environment degradation, and to establish standards that work to protect community health, safety, and welfare.

(Ord. 1100, passed 7-6-04)

§ 16.~~42~~21.020 AIR QUALITY.

(A) No smoke of any type will be emitted from a source in excess of Ventura County Air Pollution Control District (VCAPCD) standards.

(B) No elements of dust, fly ash, vapors, fumes, gases or other forms of air pollution will be permitted in excess of the standards set by the VCAPCD or that can cause damage to human health, animals, vegetation, or that can cause excessive soiling at any location.

(C) In enforcing these regulations, the city will use the same point of measurement as utilized by the VCAPCD.

(D) Before a building or occupancy permit is issued by the city, the applicant must be required to show proof that necessary permits have been secured from the VCAPCD or that the project is exempt from VCAPCD regulations as of the date of filing of the city application.

(Ord. 1100, passed 7-6-04)

§ 16.~~42~~21.030 ELECTRICAL INTERFERENCE.

No activity will be permitted which causes electrical disturbance affecting the operation of equipment located beyond the property line. Radio, television, and microwave transmitters must be suitably wired, shielded, and controlled so that they do not emit electrical waves or impulses that may affect other electronic devices or equipment.

(Ord. 1100, passed 7-6-04)

§ 16.~~42~~21.040 HAZARDOUS MATERIALS.

(A) Storage of hazardous materials, liquids and chemicals.

(1) Non-residential property. Hazardous materials, liquids and chemicals must not be stored in any zone within the city unless a conditional use permit is obtained to allow such storage.

(a) Exceptions:

i. Below-ground storage of flammable and combustible liquids.

ii. Hazardous materials, liquids and chemicals not requiring a permit by California Fire Code.

(b) Conditions. Any storage of hazardous materials, liquids and chemicals authorized by the Planning Commission or, on appeal, by the City Council would be subject to conditions established by the Fire, Building and Safety, Public Works, and Planning Departments.

(2) Residential property. In no case would such storage be permitted in a residentially zoned parcel or on any site maintained in whole or in part for residential uses.

(a) Exceptions:

i. Flammable or combustible liquids not requiring a permit by the California Fire Code.

ii. Liquefied petroleum gases not requiring a permit by the Fire Code; provided, however, in no case may storage of more than 20 water gallons capacity take place on a residentially or agriculturally zoned parcel or on any site maintained in whole or in part for residential uses, unless such storage takes place within the fuel tanks of a propane-powered vehicle which is legally permitted to be parked or stored on such parcel.

(B) When, in this section, references are made to the California Fire Code, it will be construed to mean the current edition of the California Fire Code as adopted by the city.

(C) The United States Environmental Protection Agency (EPA) and the California Department of Health Services (DHS) identify hazardous materials and prescribe handling, use, and disposal practices. In order to protect the health and welfare of Santa Paula residents and visitors, the use, storage, manufacture, or disposal of hazardous materials

will be regulated and monitored according to standards established by these agencies and as outlined in this section.

(D) A risk management and prevention program in accordance with Article 2 of the California Health and Safety Code, together with an inventory statement that is in accordance with federal, state, and local laws, must be prepared for all structures and land uses using materials identified as hazardous by the DHS or the EPA.

(E) The use and storage of flammable or explosive materials must comply with the fire prevention code of the city and all applicable ordinances. No open burning is permitted unless a written permit for such activity has been issued by the Ventura County Air Pollution Control District.

(F) No liquid or solid waste or similar material that may contaminate the water supply, or interferes with the bacterial processes in sewage treatment or otherwise causes the emission of dangerous or offensive elements are permitted to be discharged into the public sewer or private disposal system, except in accordance with the requirements of the health ordinance, industrial waste ordinance, and other applicable regulations.

(G) No activity will be permitted if it potentially emits dangerous levels of radioactivity at any time.

(Ord. 1100, passed 7-6-04)

§ 16.~~42~~21.050 LIGHT AND GLARE.

(A) Lighting sufficient for safety purposes must be provided at entryways, along walkways, between buildings, and within parking areas.

(B) Lighting standards must not exceed the maximum permitted building height or 25 feet, whichever is less.

(C) The candle power of all lights must be the minimum needed to accomplish the purpose of the light. Figure 421-1 may be used as a guide for determining the lighting required.

(D) No flickering or flashing lights will be permitted in any residential or commercial zone. All lights must be constant and must not change intensity or color more often than once every 30 minutes.

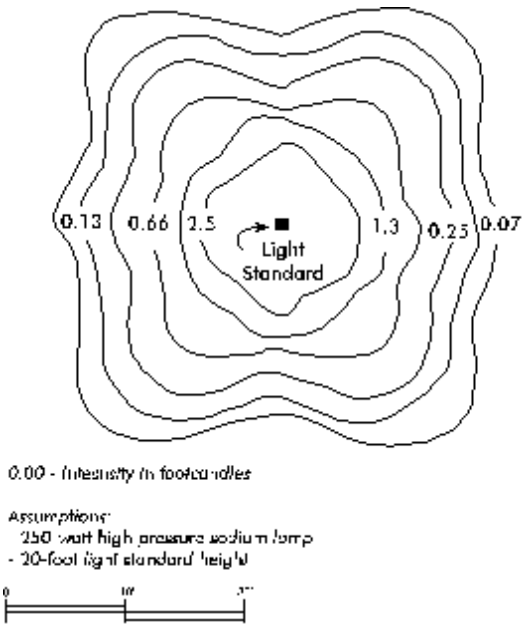

Figure ~~42~~21-1

Typical Lighting Pattern

(E) Lights sources must not be located in setback buffer areas, except those required to illuminate pedestrian walkways.

(F) All lights must be directed downwards, oriented and shielded to prevent light from shining onto adjacent properties, onto public rights-of-way, and into driveway areas in a manner that would obstruct drivers' vision.

(G) Lighting for advertising signs must not cause light or glare on surrounding properties.

(Ord. 1100, passed 7-6-04)

§ 16.~~42~~21.060 ODORS.

(A) Any process that creates or emits any odors, gases, or other odorous matter must comply with applicable standards established and enforced by the Ventura County Air Pollution Control District.

(B) No odors, gases, and odorous matter may be emitted in quantities to be detectable when diluted in a ratio of 1 volume diluted air to 4 volumes clean air at the point of greatest concentration.

(Ord. 1100, passed 7-6-04)

§ 16.~~42~~21.070 NOISE.

(A) The requirements set forth in Chapter 93 of the Santa Paula Municipal Code will apply to all properties in the City of Santa Paula.

(Ord. 1100, passed 7-6-04)

CHAPTER 16.~~44~~22: FENCES, WALLS, AND HEDGES

Section

16.~~44~~22.010 Purpose and intent

16.~~44~~22.020 Maximum height

16.~~44~~22.030 Electric, barbed wire, and razor- edged fences

16.~~44~~22.040 Location in right-of-way

16.~~44~~22.050 Construction and maintenance

§ 16.~~44~~22.010 PURPOSE AND INTENT.

The city recognizes the need and desire of property owners to establish fences, walls, and similar barriers on their properties to prevent trespass, ensure the safety of persons, and protect materials stored on a property. The city also recognizes that erecting and maintaining such fences, walls, and similar barriers in a neat, functional and safe condition improves property appearance and works toward city goals of achieving an overall quality community aesthetic. The standards contained in the Section are established toward these ends.

(Ord. 1100, passed 7-6-04)

§ 16.~~44~~22.020 MAXIMUM HEIGHT.

(A) The maximum permitted height for any fence, wall, or hedge in any front yard will be 42 inches.

(B) The maximum permitted height for any fence, wall, or hedge in any side or rear yard will be six feet, measured from the base of the fence at the lowest adjacent ground level of the property (see Figure ~~44~~22-1), except:

(1) Within a 10-foot by 10-foot, 45° triangle on each side of a driveway on the side property line a 42-inch fence, wall, or hedge is permitted (See Figure 46-1).

(2) Within a 10-foot by 10-foot, 45° triangle at the rear street-side corner of a corner lot, a 42-inch fence, wall or hedge is permitted.

(C) The height of any fence, wall, and hedge within any clear-sight triangle area will be restricted as specified in § 16.~~40~~20.050 (Clear Sight Triangle Area).

(D) Retaining walls and fences may exceed the maximum permitted height if required to do so for slope retention purposes, subject to review and approval by the City Engineer and ~~Planning Director~~Director. Retaining walls over five feet in height must be stepped.

(Ord. 1100, passed 7-6-04)

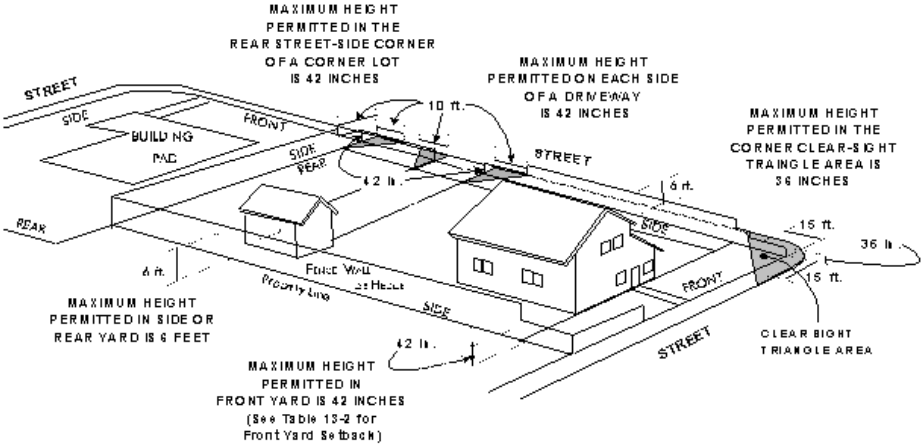

Figure ~~44~~22-1

Fence Heights

§ 16.~~44~~22.030 ELECTRIC, BARBED WIRE, AND RAZOR-EDGED FENCES.

(A) Electrified security fences. Electrified security fences are permitted only within the C-LI, LI, and I Zones and must comply with the standards and regulations contained in this division. In the event of a conflict between this division and any other provision of this code, the provisions of this division shall control.

(1) Definitions. For the purposes of this division, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BARRIER. Any "fence" or "wall" as those terms are defined in this code.

ELECTRIFIED SECURITY FENCE. Any fence, barrier or enclosure partially or totally surrounding a building, field or yard, carrying any electrical pulse or charge through any part, section or element thereof. The electrified security fence may, but is not required to, interface with a monitored alarm device in a manner that enables the alarm system to transmit a signal intended to summon the business, a monitoring service, or both the business and a monitoring service, in response to an intrusion or burglary.

(2) Application.

(a) Electrified security fences may be erected around the entire perimeter of the property.

(b) It is unlawful for any person to install, maintain, or operate an electrified security fence in violation of this division.

(3) Conflicts with other laws and standards.

(a) In the event of any conflict between this division and any state or federal law, rule or regulation, the requirement that establishes the higher standard of safety or accessibility shall govern. Failure to comply with such standard shall be a violation of this division.

(b) To the extent that the construction of an electrified security fence does not conflict with the requirements of this division, such fence shall be constructed and installed in conformance with the specifications set forth in IEC Standard 60335-2-76.

(4) Electrified security fence installation permit.

(a) The installation of an electrified security fence requires an approved installation permit. Installation permit applications shall be filed with the Building Division. Installation permit applications must include the following:

1. Site plan indicating the location of the electrified security fence and perimeter fence.

2. Schematics and load calculations indicating and/or displaying the:

a. Location of the power source;

b. Materials used for the fence construction;

c. Location of the regulating and monitoring equipment; and

d. Location of emergency access, Key Box and cut-off switch.

(b) The installation permit application fee shall be set by resolution of the City Council. The fee shall be paid by the applicant at the time of filing the application.

(5) Electrified security fence operational permit.

(a) The operation of an electrified security fence requires a valid operational permit. Operational permit applications shall be filed with the Community and Economic Development Department.

(b) An operational permit is valid for one year. The date of the expiration of the operational permit shall be provided to the applicant after the approval of the permit.

(c) A written application shall be submitted to the Community and Economic Development Department on forms furnished for that purpose. No applications may be accepted unless and until the permit fee has been paid. Operational permit applications must include the following:

1. The name and address of the establishment and business telephone number of the applicant, the name and titles and 24-hour emergency telephone numbers of the primary response person and an alternate.

2. The name and address of the person who owns the establishment and, if different, the name and address of the person(s) who operate the establishment or any portion thereof.

3. Certification from a qualified person with expertise in evaluating the safety of electric fences stating that the electrified security fence installation is currently operating in conformity with its safety requirements.

4. A notarized statement by the applicant stating that the electrified security fence is in compliance with the requirements of this division.

5. Proof of liability insurance, as required by this division.

(d) Operational permit application fees shall be set by resolution of the City Council.

(e) Renewal applications and applications filed following permit revocation shall include all of the information required by this division.

(B) Permit revocation.

(1) If an electrified security fence is found to not be in compliance with this division, the Community and Economic Development Department may revoke the operational permit.

(2) Upon permit revocation, the electrified security fence applicant shall receive a statement from the Community and Economic Development Department describing the reason for the revocation.

(3) Unless otherwise provided by this division, after revocation an applicant may apply for a new operational permit.

(C) Appeals. An interested person may appeal to the City Council a decision of the Community and Economic Development Department made pursuant to this division.

(D) Liability insurance. The owner of the electrified security fence and the property owner(s), if different, are each required to carry general liability insurance in a minimum amount of $1,000,000 in the aggregate. Further, proof of insurance shall be required as a condition precedent to secure an operational permit as required in this division and upon each subsequent annual renewal. A failure to maintain proof of insurance for the permitted year shall be grounds for denial or revocation of the operational permit. Proof of minimum coverage amounts maintained for the preceding year must be provided with each application for operational permit renewal. Failure to maintain coverage for the entire previous year shall result in a denial of any permit renewal for five years from the date of operational permit expiration or revocation. Proof of insurance shall be underwritten by an organization licensed and authorized to do business in the State of California.

(E) Electrification.

(1) No electrified security fence shall be installed or operated with a power source other than a storage battery not exceeding 12 volts direct current, charged primarily with a solar panel; provided, however, in case of inclement weather or other conditions that inhibit the ability of the solar panel to fully recharge the battery, a charging device may be utilized for such purpose, if connected in a manner that ensures that the charging device

cannot provide a source of power directly to the fence. In no case shall an electrified security fence be connected to any other electric power source.

(2) AC current shall not be used to energize any electrified security fence.

(3) All ground system cables shall be properly insulated.

(4) The controller ground system shall not be connected to any plumbing systems in or out of use and shall be at least 50 feet from other utility and buried water pipes.

(5) The fence controller ground wire shall not touch any buildings on site.

(6) The fence controller and its ground system shall be at least 50 feet away from radio and buried telephone wires.

(7) A lightning diverter (commonly referred to as a lightning arrestor) shall be installed between the fence and the fence controller.

(8) A cut-off switch shall be installed capable of disconnecting the fence from the controller in case of emergencies, electrical storms, etc. A Key Box shall be installed to provide secure access to the cut-off switch. The Key Box shall be illuminated to a minimum one foot candle.

(9) Each energizer shall be connected to its own ground system and must not be connected to any other ground system(s).

(10) Two or more energizers shall not be connected to the same fence unless the use of multiple energizers does not increase the overall charge transmitted on the fence and adequate access is provided to the cut-off switch for each energizer.

(11) All cabling (i.e. wire) and connectors shall be of the same material (e.g. steel, copper, etc.).

(F) Perimeter barrier. No electrified security fence shall be installed or operated unless it is completely surrounded by a non-electric perimeter barrier that is not less than six feet in height. The perimeter barrier shall be separated from the electrified security fence as specified in Annex CC of IEC Standard 603352-76, with the exception of gate openings. The area between the perimeter barrier and the electrified security fence shall be kept clear of landscaping, shrubbery, and other fences or material of any kind. The lowest part of the perimeter barrier shall be constructed to follow the natural terrain to prevent penetration of the perimeter barrier at ground level. No part of a perimeter barrier shall be allowed to be in contact with the electrified security fence. Perimeter barriers shall be one of the following: a wood privacy fence, a chain link fence with wood or plastic slats inserted into each weave of the fence, wrought iron with approved steel mesh installed between rungs, masonry wall, or an equivalent perimeter barrier.

(G) Location.

(1) The electrified security fence must be located at least ten feet from any street property line or five feet from a separated sidewalk.

(2) Electrified security fences are prohibited for use on property zoned exclusively residential. When abutting a property zoned to allow a residential use, exclusively or not, the electrified security fence must be located at least six feet from the residential use and must include a perimeter barrier consisting of a minimum six foot high solid wooden fence or block wall shall require a minimum 12-inch setback for the electrified security fence. Any other perimeter barrier proposed adjacent to a property zone exclusively residential is required to have an approved mesh installed, as reviewed and approved by the Community and Economic Development Department, as a secondary protective barrier, be a minimum of six feet in height, and require a minimum 12-inch setback for an electrified security fence.

(3) Electrified security fences are prohibited within 25 feet of any outdoor area utilized for the storage, use, or handling of Hazardous Materials as defined in the 2019 California Fire Code.

(H) Height. The height of a fence must not exceed ten feet or two feet higher than the existing perimeter fence, whichever is greater.

(I) Signage. Electrified security fences shall be clearly identified by warning signs. The warning signs shall conform to the following requirements:

(1) All warning signs shall include text that reads: "Warning Electric Fence". The text shall be printed in English and Spanish. All lettering shall be a minimum of one inch high.

(2) The size of the warning signs shall be a minimum of four inches by eight inches and be viewable from both the interior and exterior of the protected property.

(3) The warning signs shall consist of a yellow background with black inscriptions and must be kept in good condition to ensure visibility.

(4) There shall be a minimum of one warning sign posted on the electrified security fence every 30 linear feet. The signs shall be visible to a person standing outside the perimeter barrier.

(J) Hours of activation. An electrified security fence shall only be energized during the hours when the general public does not have legal access to the protected property and shall be maintained by an automatic timer.

(Ord. 1100, passed 7-6-04; Am. Ord. 1314, passed 4-6-22)

§ 16.~~44~~22.040 LOCATION IN RIGHT-OF-WAY.

Fences and walls that conform to the height limits specified in this chapter may be placed within the public right-of-way abutting the affected parcel, provided the following provisions are met:

(A) The fence or wall must be located behind the sidewalk or the location of any future sidewalk.

(B) The fence or wall must be removed upon request by the city or any public utility company at the expense of the affected property owner.

(C) The fence or wall must not obstruct any fire hydrant, public utility meter, or utility box or riser unless the utility companies have agreed in writing that they have no objection to the construction of the fence or wall.

(Ord. 1100, passed 7-6-04)

§ 16.~~44~~22.050 CONSTRUCTION AND MAINTENANCE.

(A) All fences and walls must be constructed in accordance with standard accepted practices and applicable codes.

(B) In the commercial and industrial zones, masonry walls greater than 40 feet in total length must be designed with architectural columns at intervals lengths of between 12 to 16 feet.

(C) All fences and walls must be maintained in a neat, safe, and quality condition, free of graffiti, and consistent with any property maintenance regulations adopted by the city.

(D) Fences and walls visible from the public right-of-way must be compatible in terms of design and materials with the main structure on the site and integrated into the overall landscaping plan for the site. The use of chain link fencing is discouraged unless the fence is screened by landscaping.

(Ord. 1100, passed 7-6-04; Am. Ord. 1172, passed 7-2-07)

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: CONSIDERATION OF A TWO-YEAR INVESTMENT IN HOUSING TRUST FUND VENTURA COUNTY

Date: September 3, 2025

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize a budget allocation of $100,000 per year as part of an investment in Housing Trust Fund Ventura County for FY 2025-2026 and FY 2026-2027 for a total of $200,000 allocation from the city's Affordable Housing Trust Fund (General Ledger No.219-5-9039-502).

Presented By: James Mason, Community & Economic Development Director

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BACKGROUND:

Established in 2011, Housing Trust Fund Ventura County (HTFVC) is a 501(c)(3) nonprofit organization and a certified Community Development Financial Institution dedicated to expanding housing options for Ventura County residents. Their mission is to generate and leverage financial resources through public-private partnerships, providing below-market interest rate loans to developers for the creation of affordable housing. Priority funding is given to projects targeting extremely low and low-income individuals and families, including farm-workers, the homeless, veterans, seniors, and youth transitioning from foster care.

HTFVC'S Impact

Since its inception, HTFVC has raised over $45 million, lent $41 million to affordable housing developments, and facilitated the production of 1,829 new units of workforce affordable housing countywide. In 2024, HTFVC had a record year, funding $14 million in predevelopment and construction loans. The pipeline for HTFVC's projects being constructed in the first six months of 2025 is approximately $17 million, indicating a continued and growing demand for affordable housing solutions.

Previous Contribution by the City of Santa Paula

The City of Santa Paula previously invested $50,000 (2012 - 2015) with another investment of $250,000 (2018 - 2022). The combined investment of $300,000 assisted HTFVC's ability to fund $3,350,000 in support of the development of 302 affordable housing units within the city. This collaboration has been instrumental in addressing the local housing needs and

demonstrates the tangible benefits of such investments.
Current Contribution Request

HTFVC has formally requested that the City of Santa Paula consider reinvesting in HTFVC's Revolving Loan Fund with a multi-year commitment of $100,000 per year. This investment is sought to bolster HTFVC's capacity to continue providing essential funding for affordable housing projects, thereby addressing the significant housing challenges faced by various segments of our community.

ANALYSIS:

At the April 2, 2025 City Council meeting, representatives from HTFVC presented information to the City Council regarding HTFVC's ongoing efforts to address the affordable housing crisis in Ventura County. At the August 20, 2025 meeting of the Affordable Housing Trust Fund Oversight Committee the HTFVC submitted a request for a multi-year contribution from the city's Affordable Housing Trust Fund. The Affordable Housing Trust Fund Oversight Committee unanimously provided a recommendation that the City Council fund the requested $100,000 per year for the next two fiscal rears (2025-26 - 2026-27) for a total of $200,000 to be allocated from the Affordable Housing Trust Funds acquired from Affordable Housing In Lieu Payments.

STRATEGIC PLAN:

Under the Strategic Goal D. Healthy, Connected & Thriving Community, this efforts supports the Objectives of :

- Housing - Advocate and seek resources for the implementation of the Housing Element 2029 Housing Action Plan; and
- Unhoused - Address and support the needs of the unhoused

by investing in resources and programs that support the funding for the development of a variety of housing resources.

FISCAL IMPACTS:

The proposed investment would require City Council authorization for allocation of $100,000 per year, for two years, to be allocated from the Affordable Housing Trust Fund (General Ledger No.219-5-9039-502). The balance in the Affordable Housing Trust Fund is approximately $1.6 million.

OPTIONS:

1. Authorize a budget allocation of $100,000 per year as part of an investment in Housing Trust Fund Ventura County for FY 2025-2026 and FY 2026-2027 for a total of $200,000 allocation from the city's Affordable Housing Trust Fund (General Ledger No.219-5-9039-502).
2. Approve a contribution of an amount less than or greater than $100,000 per year to provide some level of financial support while balancing other fiscal priorities.
3. Do not approve the contribution.

ATTACHMENTS:

ATTACHMENT A, HTFVC Investment Request City of Santa Paula August 2025.pdf

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Linda Braunschweiger

HOUSING TRUST FUND
VENTURA COUNTY
Everyone deserves a home

August 15, 2025

City of Santa Paula's Affordable Housing Trust Fund Oversight Committee

RE: Investment Request

Dear Committee Members,

I hope this finds you well and safe. This year we have reached out to all ten cities and the County on behalf of the Housing Trust Fund Ventura County (HTFVC), with an urgent regional need for lending capital for the development of affordable housing. We ask that the City of Santa Paula consider investing $200,000 in the HTF Revolving Loan Fund. The City of Santa Paula previously invested $50,000 (2012-2015) with another $250,000 investment in 2018-2022. The combined $300,000 has made a direct impact on our ability to continue our work to provide affordable housing in Ventura County. HTFVC has funded $3,350,000 to help produce 302 units in the City of Santa Paula.

The lack of affordable housing has become a significant challenge for our communities, impacting diverse groups, from young families to seniors. We believe that addressing this issue requires a collaborative effort, involving both public and private sectors, on a countywide basis. After many years of very little development in CA, particularly affordable housing development, in 2025 already, HTFVC has funded $14.8 M in predevelopment and construction loans, bringing our overall total to $48.8M. New developments are finally moving forward. However, due to uncertain funding for affordable housing at the Federal and State levels it is critical that we find ways to fund more units here at the local level.

Sadly, for far too many in our community today, homes are not a clean, safe or affordable place to gather. HTFVC is an independent 501(c)(3) non-profit, and a State and Federal certified Community Development Financial Institution, with the goal to change this dynamic. Our mission is to expand housing options for our residents by generating and leveraging financial resources, working in partnership with public entities—including all ten cities and Ventura County—along with private and charitable investments to provide below-market interest rate funding for affordable homes. HTFVC places a priority on funding housing targeted toward extremely low and low income, Farmworkers, Homeless, Veterans, Seniors, and youth transitioning from Foster Care.

In 2023, Ventura County was the number one county in the U.S. with the least number of available affordable units based on a survey done by the National Realtors Association. Affordable housing is a countywide problem needing a countywide solution. Since our inception in 2011, HTFVC has raised over $45.5M, lent $48.5M to affordable housing developments, and produced 1899 new units of workforce affordable housing countywide. The key to our success is our ability to leverage public, private and charitable funds, increasing our lending capital significantly. HTFVC provides short term, below market interest rate loans to developers (nonprofit and for profit) producing new affordable housing through our "***Revolving Loan Fund***".

Our loan products' terms range from 6 months to 5 years for pre-development, acquisition, construction, and gap/bridge funding. Beginning later this year, HTFVC will be offering a new 15–18-year Receipts Residual loan to help developers earn the critical LIHTC bonus points. HTFVC received a $5M REAP II grant to begin funding this program.

One of the strengths of the housing trust fund model it our ability to be flexible and address the special needs of our community and the developers to make a deal successful. Since 2020, developers have seen the doubling and tripling of their construction budgets with significant interest rate and insurance cost escalation. HTFVC has been able to assist with short-term bridge loans until permanent financing, ensuring the development is able to open its doors.

The Housing Trust Fund model is unique for the very reason that it is able to leverage funds from investors not traditionally funding affordable housing (examples: Mechanics Bank $1.5M Equity (EQ2) Investment, Weingart Foundation $1.5M Program Related Investment (PRI), City National Bank $1M, Mission Bank $1M, Montecito Bank $1M, US Bank $500,000, and McCune Foundation $250,000 investments). In addition, as loans are repaid, funds are recycled back into the community to develop more affordable housing units.

As HTFVC moves into the next phase of growth, while continuing to fill the critical need for dollars for the development and preservation of affordable housing, we need the City of Santa Paula's help. **We ask the City of Santa Paula to continue showing leadership and foresight by making a $200,000 investment into the Housing Trust Fund**. This investment will be leveraged to highly impact positive changes for low-income individuals and families.

Please feel free to contact me with any questions. I would be happy to make a formal presentation to the City Council and be available for questions when the request goes on the Council agenda.

Regards,

Linda Braunschweiger

Linda Braunschweiger
CEO
805-407-2455
Linda@HousingTrustFundVC.org
www.HousingTrustFundVC.org

Cc: James Mason

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: CONSIDERATION OF A CITY COUNCIL AD HOC COMMITTEE ON IMMIGRATION

Date: September 3, 2025

Agenda Item: 12.B

RECOMMENDATION:

Staff recommends the City Council:

1. Consider the establishment of the Council's Ad Hoc Committee on Immigration; and

2. Request the Mayor appoint up to two members of the City Council to serve on the Committee.

If Council desires to proceed, adopt Resolution No. 7588, establishing the Ad Hoc Committee on Immigration.

Presented by: Jonathan Royas, Deputy City Manager

BACKGROUND:

Recent immigration raids by Immigration and Customs Enforcement (ICE) have caused significant disruption in cities and communities within Ventura County.

ICE's detainment of individuals that are congregating in public places, commercial establishments, schools, and places of work have created instability, chaos, and fear. These events have caused negative economic and social impacts on the community. Fewer people are frequenting commercial and retail establishments, such as local restaurants, grocery stores, medical facilities, places of public accommodation, and entertainment venues, for fear of being targeted by ICE.

Residents and stakeholders have asked Council and the City to explore ways to support Santa Paula residents, including clarifying the City's role and any potential actions. Recently, due to fear and misinformation throughout the community, the City issued a public statement to address questions about participation in the federal lawsuit *Vasquez Perdomo v. Noem*, explaining that Santa Paula was not invited to join the litigation and the Council and City continue to evaluate options to protect the rights and wellbeing of all residents.

Additionally, at the August 6, 2025 Council meeting, the Council directed staff to return with

options, including the formation of an ad hoc committee, related to immigration events and issues occurring in the community.

To provide a focused, time-limited venue for Council input, community engagement, and staff collaboration on potential actions, staff proposes forming a Council Ad Hoc Committee on Immigration.

ANALYSIS:

Purpose of the Ad Hoc

The Committee would serve as a temporary advisory body to work with staff to evaluate options and return with recommendations for Council consideration. Potential areas of focus could include community education, regional coordination, legislative advocacy, information gathering, and options for limited financial support to local service providers, consistent with applicable law and City policy.

Potential Actions for Evaluation

The Ad Hoc could explore, without limitation, the following options and return to Council with recommended next steps:

1. Regional Coordination: Work with Ventura County and nearby cities to formulate consistent messaging and, where appropriate, collaborative action items; assist staff with regular dissemination of accurate information to the community.

2. Information Requests: Evaluate submission of Freedom of Information Act (FOIA) requests to federal agencies seeking access to records regarding immigration enforcement activities in Santa Paula and the immediate region (e.g., timing, locations, nature of activities), to inform community guidance and City planning.

3. State Legislative Advocacy: Monitor and, as directed by Council or through Council's adopted Policy and Legislative Agenda, recommend positions on relevant state legislation addressing identification and transparency of law enforcement operations, interagency notification, and local agency interactions with immigration authorities.

4. Federal Legislative/Administrative Advocacy: Work with the City's federal consultants regarding proposals aimed at transparency and accountability in immigration enforcement (e.g., officer identification during public facing operations).

5. Monitoring Litigation and Guidance: Track litigation and guidance from reputable legal and advocacy organizations regarding the legality of specific enforcement tactics and community impacts; advise on implications for City communications and resident resources.

6. Explore Potential Support for Local Nonprofits: If desired by Council, evaluate options for limited financial support to local nonprofit organizations providing direct assistance (e.g., legal aid, mental health/counseling, and short term direct services) to residents impacted by immigration enforcement. If Council wishes to pursue funding, staff would return with a proposed framework, eligibility criteria, and any required budget adjustments.

7. Explore support for Ventura County Community Foundation (VCCF) Neighbors Support Fund which provides immediate humanitarian relief through trusted frontline partners.

8. Use of Existing Policy Platforms: Where alignment exists, utilize the Council's adopted Policy Legislative Agenda to enable timely correspondence or advocacy on rapidly evolving issues, and return to Council where policy direction is needed.

9. Community and Stakeholder Engagement: Conduct a listening tour and hold meetings with community stakeholders, including nonprofits, service providers, and residents with front-line involvement in immigration issues. This effort would provide the Council and staff with direct input and strengthen relationships with trusted community voices.

Ad Hoc Structure and Duration

The Ad Hoc would consist of up to two Councilmembers appointed by the Mayor, as well as support from staff. The Ad Hoc would be time-limited and would sunset upon completion of its work or on a date certain (recommended: 6 months from formation), unless extended by Council. As an ad hoc committee composed of less than a quorum and without continuing jurisdiction, it would not be subject to the Brown Act open meeting requirements.

STRATEGIC PLAN:

This item is not an objective in City Council's two-year Strategic Plan, however, this item supports Council's goal of a "D. Connected & Healthy Community," to educate and engage residents and businesses about programs, initiatives and foster regional partnerships that create a safe and healthy community to live, work and thrive.

FISCAL IMPACTS:

Creation of the Ad Hoc Committee has no direct fiscal impact beyond staff time. If Council later elects to pursue nonprofit support or other initiatives with budgetary implications, staff will return with options and fiscal analysis for Council consideration prior to any appropriation or reprogramming of funds.

PERSONNEL IMPACTS:

City Staff time could be significant and will necessarily take designated staff away from other priorities and Council initiatives, such as Strategic Plan objectives. Such impacts will vary depending on the frequency of meetings, information gathering, and reports back to the full Council.

OPTIONS:

In considering this matter, the City Council may alternatively:

1. Direct staff to bring forward specific items for review on a case-by-case basis, rather than establishing an Ad Hoc Committee; or

2. Direct staff to evaluate and respond to immigration-related issues through the City's adopted Legislative Platform, enabling alignment with existing policy positions and

providing swifter responses to rapidly evolving incidents; or

3. Provide alternate direction, such as refining the proposed scope of the Ad Hoc Committee or modifying its sunset date.

ATTACHMENTS:

RESOLUTION NO. 7588 Formation of Ad Hoc Committee on Immigration.docx

RESOLUTION NO. 7588

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA, CALIFORNIA, ESTABLISHING THE CITY COUNCIL AD HOC COMMITTEE ON IMMIGRATION

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

SECTION 1: Findings and Authority.

A. Section 6.4(b) of the City Council's Manual of Procedural Guidelines authorizes the City Council to establish advisory committees and delegate to such committees authority to make recommendations to the Council on matters presented to it.

B. Recent immigration raids by Immigration and Customs Enforcement (ICE) have caused significant disruption in cities and communities within Ventura County.

C. The City Council desires to establish a temporary advisory body to work with staff to evaluate options and return recommendations concerning community education, regional coordination, legislative advocacy, information-gathering, and potential limited support to local nonprofit service providers related to immigration matters within the City's jurisdiction.

SECTION 2: Establishment and Brown Act.

A. There is hereby established the City Council Ad Hoc Committee on Immigration (the "Committee") as an ad hoc committee of the City Council pursuant to the Brown Act and Section 6.4 (b) of Council Manual. The Committee will not be subject to the open meeting requirements of the Brown Act as it is composed of less than a quorum of the City Council, does not have continuing subject matter jurisdiction, and will convene only as needed.

SECTION 3: Scope of Responsibilities.

The Committee shall assist staff by evaluating and, as appropriate, developing recommendations to the City Council regarding:

1. Regional Coordination: Working with Ventura County and neighboring cities to formulate consistent messaging and any collaborative action items; strategies for regular dissemination of accurate information to Santa Paula residents.

2. Information Requests: The potential submission of FOIA requests to federal agencies seeking records regarding immigration enforcement activities affecting

Santa Paula and the immediate region.

3. Legislative Advocacy: Monitoring and recommending City positions, consistent with the City's adopted Policy & Legislative Agenda and applicable law, on state and federal proposals concerning transparency and identification in enforcement operations and local agency interactions with immigration authorities.

4. Monitoring Litigation/Guidance: Tracking relevant litigation and guidance from recognized legal and advocacy organizations; identifying implications for City communications and resident resources.

5. Nonprofit Support Options: If directed by the City Council, evaluating a framework for limited financial support to local nonprofit organizations providing direct services (e.g., legal aid, mental health/counseling, short-term direct assistance) to residents impacted by immigration enforcement, including potential use of the Human Services Committee to review applications and recommend allocations; and returning to Council with any proposed budget actions.

6. Other Related Duties: Performing such related duties as the City Council may from time to time assign for recommendations concerning recent and ongoing immigration enforcement activities affecting the City.

7. Community and Stakeholder Engagement: Conduct a listening tour and hold meetings with community stakeholders, including nonprofits, service providers, and residents with front-line involvement in immigration issues.

SECTION 4: Membership and Appointments.

The Mayor is authorized to appoint up to two members of the City Council to serve on the Committee. The City Manager or designee shall provide staff support.

SECTION 5: Sunset.

The Committee shall automatically sunset upon the earlier of**:** (a) presentation of final recommendations to the City Council; or (b) six (6) months from the date of this Resolution, unless extended by Council.

SECTION 6: Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 3rd day of September, 2025.

_____
Pedro A. Chavez, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

_____
Dan Singer, City Manager

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss
CITY OF SANTA PAULA)

I, Julie Latshaw, City Clerk of the City of Santa Paula, California, DO HEREBY CERTIFY that above RESOLUTION NO. 7588 was duly passed and adopted by the City Council of the City of Santa Paula at a regular meeting thereof held on the 3rd day of September, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this 3rd day of September, 2025.

Julie Latshaw, City Clerk
Of the City of Santa Paula,
California
(SEAL)

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: September 3, 2025

Agenda Item: 13.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

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

ANALYSIS:

In accordance with the Council's adopted Manual of Procedural Guidelines, Section 5.1, Councilmember Crosswhite and Mayor Chavez have each introduced a new request for Council's consideration (see Attachment B & C, respectively). Council is provided the opportunity to review these requests and discuss placing either of them, or none of them, on a future agenda or taking other appropriate action. Staff and the City Attorney will be available to respond to questions posed by the Council in considering whether to agendize these requests and weigh any priorities.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

Attachment A - Future Agenda Items.pdf
Attachment B - Council Agenda Request Form_MOU for Use of Laborers.pdf
Attachment C - Council Agenda Request Form - Mobile Home Rent Control Ordinance.pdf

Santa Paula City Council Tentative Agenda Schedule

	Regular Meeting September 17 - 6:30pm	
Admin	Department of Insurance Presentation	
PW	Public Works Department Report	
Fire	Ventura County Fire Department Report	
Admin	SPUSD Crossing Guard Agreement	
PD	SRO Agreement	
PD	Animal Services Agreement	
P&R	Teague Park Restroom Purchase	
PW	Santa Maria Industrial Park Reimbursement of Fees Request	
Finance	Master Fee Schedule	
Admin	VC Museum Changes in Operations	
Admin	Chamber of Commerce Engagement Agreement	
HR	Labor Agreements (CSO)	
CDD	Athen's Rate Increase Request	
CDD	Railroad Depot Lease	
	Regular Meeting October 1 - 6:30pm	
Admin	City Managers Department Report	
P&R	Parks & Recreation Department Report	
CDD	People's Self Help Loan	
CDD	SPIRIT of Santa Paula Funding MOU	
PW	Hwy 150 Lighted Crosswalks Award of Contract	
PW	TDA Funding Allocation	
	STUDY SESSION TOPICS	
P&R	Oil Museum Concept Discussion	Sept 17
Admin	Review of Council Procedural Guidelines	Oct 1
Admin	No Smoking Ordinance	3rd Qtr.
Finance	Development Impact Fees (DIF)*	3rd Qtr.
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	TBD

Updated 8/28/25

Santa Paula City Council Tentative Agenda Schedule

	FUTURE AGENDA ITEMS	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	Oct
PW	5-Year Pavement Management Plan – Cycle 2	Nov
PD	COPS Law Enforcement Funds	Oct
CDD	Central Business District Live Entertainment Ord 1339	TBD
Legal	Fire MOU Amendment for Station 26	TBD
CDD	Downtown Vacancies Options*	TBD
CDD	Downtown Parking Inventory and Options*	TBD
P&R	Teague Park Restroom	Oct

Activities associated with the Council's Strategic Plan*

Updated 8/28/25

Agenda Request Form

For Council Discussion Purposes

Name:	**Proposed Meeting Date:**	**Date:**
Jenny Crosswhite	October/November	8/15/2025

Type:

Recognition _____ Proclamation _____ Policy _____

Resolution _____ Ordinance _____ Other x MOU _____

Title:

MEMORANDUM OF UNDERSTANDING FOR USE OF LABORERS HIRING HALL

General Description:

Explore entering into a Memorandum of Understanding (MOU) for the temporary use of Laborers to supplement the city's workforce on an as-needed basis.

I could provide the city with sample agreements as a starting place for discussion and to limit the need for the city to create an MOU from scratch.

There is no "upfront" cost to enter into the agreement other than staff time. Ongoing costs would only be incurred as supplemental workers were requested under this agreement.

Purpose / Objective:

The purpose is in no way to take away from our existing city employees, only to supplement the workforce on a temporary basis, as-needed, with skilled workers to assist the city in reaching their accelerated pavement management goals.

Staff Use Only

Est. Fiscal Impact: $Unknown	**Budgeted:** Yes ☐ No ☒	**Est. Time Impact:** 12-20 hours attorney time

Anticipated Start Date:	**Anticipated Completion Date:**
Oct/November	December 2025
Strat Plan Consistency?	**Gen Plan or SPMC Consistency?**
No	Not excplicitly
Assigned to (Department):	**Assigned to (Person):**
City Attorney	Monica Castillo
Committee Assignment:	
N/A, however it is subject to labor bargaining	

Agenda Request Form

For Council Discussion Purposes

Name: Pedro A Chavez	**Proposed Meeting Date:** September 17, 2025	**Date:** 8/27/2025

Type:

Recognition _____ Proclamation _____ Policy _____

Resolution _____ Ordinance X _____ Other _____

Title:

Discussion on Amending Mobile Home Rent Control Ordinance

General Description:

Existing mobile home park rent control ordinance is outdated and requires review.

Purpose / Objective:

Request amending mobile home park ordinance to address changing community needs, clarify outdated provisions, close loopholes, and ensure consistency with state regulations.

Staff Use Only

Est. Fiscal Impact: $ 5,000 - 10,000	**Budgeted:** Yes ☒ No ☐	**Est. Time Impact:** 20-40 hours

Anticipated Start Date: October 2025	**Anticipated Completion Date:** February 2026
Strat Plan Consistency? Yes	**Gen Plan or SPMC Consistency?** Yes
Assigned to (Department): City Attorney & Community Development	**Assigned to (Person):** Monica Castillo
Committee Assignment: Housing & Homeless Committee	