

City of Santa Paula

City Council

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



CITY COUNCIL SPECIAL MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, NOVEMBER 15, 2023

4:00 PM - City Council Special Meeting

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

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

BRINGING ITEMS BEFORE THE CITY COUNCIL

You are invited to participate in all Regular City Council meetings. Agendas are posted in the front of Santa Paula City Hall, 970 Ventura Street, Santa Paula, 72 hours in advance of the scheduled meetings. The City Council's regular meetings start at 6:30 p.m. the first and third Wednesday of each month in the City Hall Council Chambers located at 970 Ventura Street in Santa Paula. 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 you wish to speak on. Members of the public may address the Council on items on this agenda only. **Public Comments are limited to 3 minutes.**

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by three hours before the meeting date will be provided to the legislative body before the meeting. Public Comments received after, 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.

SPECIAL MEETING - 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. ROLL CALL

3. PUBLIC COMMENT

At this time, members of the public may comment on any item appearing on the agenda only. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. **Public Comments are limited to three minutes.**

4. ACTION ITEMS

4.A REVIEW OF UNION OIL BUILDING REQUEST FOR PROPOSALS DOCUMENT AND DEFERRED MAINTENANCE PLAN FUNDING DISCUSSION

RECOMMENDATION:

The City Council is requested to:

1. Receive and discuss a presentation from staff regarding a draft Request for Proposals ("RFP") for best use of the building; and
2. Discuss possible options for use of the \$2-million grant ("Grant") for building maintenance.

Presented by: Greg Barnes, Parks & Recreation Director

5. CLOSED SESSION

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

- 5.A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION -
Pursuant to Government Code Section 546956.9(d)(1) - *In re: Aqueous Film-Forming Foams Products Liability Litigation*, Case No. 2:18-mn-2873-RMG

6. CLOSED SESSION REPORT

7. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On _____ at _____ Signed: _____

Julie Latshaw

City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: REVIEW OF UNION OIL BUILDING REQUEST FOR PROPOSALS
DOCUMENT AND DEFERRED MAINTENANCE PLAN FUNDING
DISCUSSION

Date: November 15, 2023

Agenda Item: 4.A

RECOMMENDATION:

The City Council is requested to:

1. Receive and discuss a presentation from staff regarding a draft Request for Proposals ("RFP") for best use of the building; and
2. Discuss possible options for use of the \$2-million grant ("Grant") for building maintenance.

Presented by: Greg Barnes, Parks & Recreation Director

BACKGROUND:

Since July 1, 1993, the City of Santa Paula ("City") has leased the Union Oil Building property located at 1001 East Main Street from Chevron ("Property"), through its affiliate Union Oil Company of California. The lease permitted the City to use the Property to operate an Oil Museum.

On November 16, 2022, in a move that was both unprecedented and unexpected, Chevron offered to donate the Property to the City, including the main building, the rig building, and the parking lot. Chevron also agreed to give the City a \$2-million grant to pay for the costs of deferred maintenance and, for a nominal price, various pieces of memorabilia.

On October 18, 2023, City Council authorized the City Manager to execute a Transfer Agreement to acquire the Union Oil Building property, and all documents necessary to carry out the Transfer Agreement along with authorizing acceptance of the property pursuant to Government Code Section 27281.

In tandem with efforts to negotiate a transfer agreement, City staff has been working with an ad-hoc committee of the Council consisting of the Mayor and Vice Mayor to hold a series of public workshops to receive input from the community on the future use of the building.

Those workshops are now complete and have resulted in the draft Request for Proposals being presented to Council this evening.

ANALYSIS:

As execution of a transfer agreement is now underway, there are two items for Council consideration to provide feedback to staff as the City moves forward in taking over ownership of the Property:

1. Identify, garner, and select potential uses, providers and tenants for the future of the Property through a Request for Proposal ("RFP") process attached as Exhibit C; and
2. Discuss possible options for use of the \$2-million grant ("Grant") that is designated for future maintenance of the building / property. To assist with this discussion, Exhibit B - Deferred Maintenance Report, is attached.

On October 19, 2023, the ad-hoc committee met and discussed a draft of the RFP which was put together based on community feedback gathered during three independent workshop sessions held at the Union Oil Building. A condensed report containing community feedback, which was utilized by the ad-hoc committee, is attached as Exhibit A. All materials, photos and community feedback obtained during the workshops are located on the City's website at <https://www.spcity.org/707/Union-Oil-Building>. The ad-hoc committee thoroughly discussed the proposed RFP and suggested numerous changes to staff which have been incorporated into Exhibit C.

During the study session, staff will provide Council with a presentation covering a revised draft of the RFP and share possible options for use of the funding provided by Chevron for maintenance of the building.

STRATEGIC PLAN:

This item furthers the City's 2023-2025 Strategic Plan in that it will allow the City to preserve a historic resource, attract tourism, and promote the City's standing as a regional leader of the arts, culture, and entertainment reflective of the City's values and history.

FISCAL IMPACTS:

Assuming ownership of the Union Oil Building is accompanied by ongoing maintenance costs that have not been quantified at this time. Any fiscal impacts are dependent on the Council direction provided to staff. Should the \$2 million dollar funds provided for maintenance be depleted immediately, or at some point before the building is able to generate sufficient revenue to cover maintenance costs, the General Fund would need to fund maintenance costs associated with the building.

OPTIONS:

In addition to the recommended action, City Council may:

1. Provide other direction as desirable.

ATTACHMENTS:

[Exhibit A - Community Feedback.pdf](#)

[Exhibit B - Deferred Maintenance Report.pdf](#)

[Exhibit C - RFP Union Oil Building.pdf](#)

EXHIBIT A - COMMUNITY FEEDBACK

Report on Oil Museum Workshops

1. In the span of three months, three workshops were held to gather community input on the future of the Union Oil Building. The first two events were geared towards adults in Santa Paula while the final one was designed for youth input.
2. **Attendance**
 - a. The first two adult orientated events saw about 35 people each. The youth event had 20 youth visitors and about 10 adults.
3. **Historical Background**
 - a. Throughout the workshops, the Union Oil Building's history was mentioned. This included its rich history as being the birthplace of the Union Oil Company in 1890. The building no longer held the company at the turn of the century, but saw its history as a post office, Union Oil office space, and then eventually, a museum. Chevron soon acquired the property, but then has recently decided to donate the historical building to the City of Santa Paula.
4. **Intent of Workshops**
 - a. Three workshops were held to gather community input on the future of the Union Oil Building. The first two events were geared towards adults in Santa Paula while the final one was designed for youth input.
5. **Process**
 - a. Conduct Workshops
 - b. Share feedback with ad hoc committee
 - c. Committee develops and releases RFP
 - d. Committee reviews submitted RFP's and provides recommendations to Council
 - e. Council determines use of space
6. **Community Concerns**
 - a. At the first workshop on July 26, the community brought some concerns to the organizers.
 - i. How can this be made a destination that will entice visitors?
 - ii. How can they incorporate the rig room?
 - iii. How can the stigma over oil be changed?
 - iv. Full answers
 1. Financial burden/feasibility/sustainability
 2. NON-PROFIT RENT-SUBSIDIZED?
 3. SOCIALIZE
 4. *MAINTAIN OIL (UNION) D.N.A. (PRESENTATION OF HISTORY)
 5. "HOW DO WE GET THE WORD OUT ABOUT BUILDING

6. --HARD TO REACH GROUPS/YOUTH"
 7. LEASE/COST PER SQ. - WHAT DOES THIS LOOK LIKE?
 8. DRIVE TOURISM > ENCOURAGE VISITS
 9. MAKE IT A DESTINATION > PEOPLE WILL COME OUT OF THEIR WAY
 10. COMMUNITY INPUT IN PROGRAMMING??
 11. "HOW DO WE MAKE USE OF RIG ROOM??
 - a. --ONLY WORKING RIG IN CA--IT IS A BIG USE OF SPACE"
 12. RFP SUBMITTALS (sic.) SHOULD HAVE MISSION/GOALS
 13. HOW DO WE OVERCOME OIL STIGMA??
 14. VCCD
 15. VC/MOORPARK
- v. Word cloud:

vccd make it a destination > p
 lease/cost per sq. - what
 "how do we get the word o non-profit rent-subsized?
 financial burden/feasibil
 vc/moorpark *maintain oil (union) d.n
 --hard to reach groups/yo
 drive tourism > encourage
 socialize

7. **What types of use?**

- a. The workshop attendants were asked what types of use they could see the Union Oil Building fulfilling. See Fig 2. for all answers. Some answers include:
 - i. Coffee shop
 - ii. Art gallery
 - iii. Historical preservation
 - iv. Youth activities
 - v. Social and community gathering space
 - vi. Learning center
 - vii. Retail
 - viii. Education
 - ix. Full Answers for July 26's workshop:
 1. Coffee shop or OUTDOOR COF. SHOP
 2. Art Gallery in portion of building
 3. Mixed Use
 4. *Historical Preservation (Upstairs preservation)
 5. Rotating Exhibits throughout (Community space)
 6. Providing local history (expanding to include not only oil)

7. *Youth (Educational opportunities) > Activate space to have students visit
 8. Science center (Green, Ecofriendly Energy Education, FUTURE SUSTAINABILITY) > Cover multiple areas (AG, TRANSPORT, Fossils, etc.)
 9. Artist Colony > DS (sic) > educate youth; art installations
 10. VENUE 4 WEDDINGS
- x. Word Cloud for July 26:

rotating exhibits through science center
 *historical preservation
 *youth coffee shop artist colony
 art gallery in portion of
 providing local history mixed use

- 1.
- xi. Full Answers for August 4:
1. HISTORIC PRESERVATION>>DON'T GET RID OF ARTIFACTS, ETC. >>MAKE SURE TO FRESHEN UP EXHIBITS (PRESERVE OFFICES 2ND FLOOR) + TOOLS
 2. MAINTAIN FOOT TRAFFIC
 3. SOCIAL GATHERING SPACE
 4. COMM. GATHERING SPACE
 5. EDUCATION <<FOR YOU>> SPACE<<OPP TO BRING PEOPLE FAR/WIDE>>/USE
 6. RETAIL (SMALL) PERHAPS THROUGH CRAFTS, ETC. (GIVE COMM. PLACE TO BE A PART OF OF)
 7. LEARNING CENTER
 8. EDUCATE ABOUT FUTURE ENERGY/CLIMATE CHG.
 9. THINK OF PROXIMITY IN RELATION TO NEIGHBORING MUSEUMS > HENCE COULD BE SCIENCE CENTER
 10. LOOK AT PARKING LOT PLANNING (CAN IT BE USED IN OTHER + WAYS)
 11. SCIENCE & TECH
 12. SPACE 4 TEACHING/INTEGRATE TEACHERS)
- xii. Word Cloud for August 4:

relation to neighboring m
 comm. gathering space
 maintain foot traffic social gathering space
 historic preservation education retail
 educate about future ener
 look at parking lot plann

- 1.

8. **What types of activities?**

a. The workshop attendants were asked what types of activities they could see in the Union Oil Building. Some answers include:

- i. Lectures
- ii. STEAM activities
- iii. Art exhibits
- iv. Library
- v. Job skill training
- vi. Science center
- vii. Full Answers from July 26:
 - 1. LECTURES (SPEAKER SERIES)
 - 2. MAKER SPACE 4 ED. COMMUNITY
 - 3. FREE OPP. 2 GROW & LEARN
 - 4. WORKFORCE TRAINING (PREPARE YOUTH 4 FUTURE)
 - 5. ART EXHIBITS (ROTATING)
 - 6. *HANDS ON ACTIVITIES - NOT STATIC
 - 7. PARTNERSHIP W SPUSD?
 - 8. ROTATING SCI/TECH EXHIBITS HANDS-ON
 - 9. STEAM ACTIVITIES
 - 10. UR (sic) TECH FOR DISPLAYS/EXHIBITS (ST. FRANCIS DAM)
 - 11. HOW TO ACKNOWLEDGE PAST & CELEBRATE FUTURE
- viii. Word Cloud for July 26:

*hands on activities - no
workforce training (prepa
maker space 4 ed. communi
lectures (speaker series)
free opp. 2 grow & learn
art exhibits (rotating) partnership w spUSD?

- a.
- ix. Full Answers for August 4:
 - 1. LIBRARY
 - 2. ~JOB SKILLS~CRAFTS/PLACE MAKING - MAKERSPACE <<SPACE WHERE YOU CAN SELL ITEMS <<WOODSHOP 3D PRINTERS 4 YOUTH/ADULTS <<SELLING/COOKING
 - 3. COFFEE TRUCK/CART OUTSIDE
 - 4. SCIENCE CENTER/SPACE
 - 5. ~JOB SKILLS~TEACHING OF CRAFTS, ARTS, SCIENCES, ETC.
 - 6. CL. CHANGE/ENERGY EXHIBIT/ACTIVITY
 - 7. SUPPORT LEARNING
- x. Word Cloud for August 4:

climate change
library coffee
job skills
science center/space
support learning

- 1.
9. **Input from Educators on August 4**
 - a. GEOLOGY, HISTORY, EVENTS
 - b. UPSTAIRS
 - c. PRESENCE, GROWTH, STORY OF 20TH CENTURY POTENTIAL.
 - d. UNION OIL., ED, TOURISM RFL.
 - e. UPSTAIRS, EQUIPMENT, -CHILDHOOD
 - f. EXHIBITS., ST. FRANCIS DAM,
 - g. KIDS, GRANDKIDS
 - h. DINOSAURS, PLASTICS
 - i. "FIRST TIME HERE - TIME CAPSUAL (sic)
 - j. - GET BACK TO HEYDAY"
 - k. BOB DAIRY - ORG. BUILDER - CONNECTIONS
 - l. PARKLIFT, COLLECTION, INSPIRATIONAL, TRAFFIC DRAW PEOPLE
 - m. CHARGING ST+A13. @ PROPERTY TO MAKE PEOPLE STOP FUNDING/PARTNERSHIP
10. **Youth Responses**
 - a. At the youth workshop similar questions were asked.
 - b. What would be cool to have inside or make you come back to visit? Popular answers include:
 - i. Arcade
 - ii. Cane's/Chick Fil A
 - iii. Rock Climbing
 - iv. Fossils
 - v. Full Answers Include:
 1. Putting up pictures of people
 2. More fossils
 3. Emotional Supports (sic) Animals
 4. Arcade x2
 5. Art Classes
 6. Ice Cream Shop
 7. After Sch. Program
 8. Games (Video)
 9. Lasertag
 10. Pool
 11. Kanes/ChicFilet (sic)

12. Slime Museum
 13. Rock Climbing
 14. Fossils/Crystals display
 15. Working Art Studio
 16. Haunted House Halloween
 17. Rage Room
 18. Solar/Energy/Wind/Learning
 19. Candy Shop
 20. Pictures of people who visit
 21. Pictures of ghosts
 22. "Active SPACE SOMETHING
 23. Happening Here that means
 24. something to community"
 25. "ANYDAY OF The Week not just
 26. after school"
- vi. Word Cloud:



- 1.
- c. Similarly, the youth were asked, "What would you do if you owned this building?"
- Popular answers include:
- i. Have rock climbing
 - ii. Incorporate a youth center
 - iii. Have food in some capacity
 - iv. "make it a place to chill out"
 - v. Have a place to partake in physical activities; akin to a gym/playground
- vi. Full answers:
1. Fixing Cars (hands-on)
 2. Rock Climbing x3 > physical component
 3. Basketball Courts
 4. Restaurant
 5. Slide outside
 6. Climbing/Ladder
 7. Nintendo Switch
 8. Youth Center x2
 9. "Arcade
 10. - pinball - airhockey - soccer hands on - physical interaction"

11. In & Out
12. Turtles
13. Dance Classes
14. Acting Classes
15. History Museum
16. Kanes Chicken (sic)
17. Robotics
18. Science Center
19. -HANG OUT PLACE-
20. INTERACTIVE
21. place to chill out
22. shared maker space 4 community
23. museum: slime/energy/stem [History of SP]

vii. Word Cloud



viii.

EXHIBIT B -
DEFERRED
MAINTENANCE
REPORT

City of Santa Paula

Oil Museum Deferred Maintenance Report

October 30th, 2023

Project Location:

1001 East Main Street Historic Oil Museum & 1033 East Main Street Vacant Lot

Santa Paula, CA 93060



Prepared By:

**RWC - Robert William Company
Engineering & Land Planning Division
P. O. Box 1025, Santa Paula, CA 93061
216 North 8th Street, Santa Paula, CA 93060
(805) 671-9811**

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1.0 Introduction

The purpose of this summary report is to define and quantify the extent of deferred maintenance required for the California Oil Museum currently owned by Chevron Oil Company. The following is a brief history and description of the existing structure.

The building is listed as no. 996 in the California Historical Landmarks Register and by Ventura County Cultural Heritage Board Landmark no. 36. Originally the building was the Santa Paula Hardware Company Building, and US Post Office. Now it is more commonly referred to as the Union Oil Company Building. The building is historically significant as it is considered the birthplace of the Union Oil Company on October 17, 1890. The main headquarters moved to Los Angeles in 1900; however, afterwards the building continued to serve as a field division office. The Union Oil Museum was established in 1950 and in 1988 Unocal commenced a 2-million-dollar restoration, restoring the building to its original appearance in 1990, for its Centennial Celebration.

As is typical of older structures, additions were added over the years to the original building footprint. The current building comprises a total of three floors: a partial basement, ground level and a second level. The first structure was a two-story building located on the corner of 10th and Main Street. At some point a one-story addition was added to the rear of the building. Later, a storage room was added on the second floor (first floor roof). The ground level (first floor) is divided by a large staircase directly accessed from the outside serving the original Union Oil Co. offices located on the second floor. As part of the restoration a free-standing Rig Building was added to display an original restored and working 1890's oil rig. A fenced courtyard area was created between the existing Oil Museum building and new Rig Building.

The building is built in the Queen Anne style, a type of Victorian architectural style, popular in 1890 through 1910. The walls were constructed of stone, red brick, and concrete. Most of the stone came from Santa Paula Creek except for the Sespe purple sandstone trim coming from a Fillmore Quarry. The renovations on the ground floor included rooms for changing exhibits and California oil industry permanent interactive exhibits. The upstairs of the building was restored to the oil companies' 19th century corporate offices and Board Room.

In 1993, the Oil Museum was leased by the City of Santa Paula for one dollar per year with the city providing annual funds for general operations. In addition, funds have been raised and used for the expansion of the educational programs, field trips for area schoolchildren (learning programs focused on earth science, rocks and minerals, fossils, earthquake, and plate tectonics).

In 2022 Chevron Oil Company and the City of Santa Paula collectively are working towards a property transfer agreement. Included in this agreement, a deferred maintenance budget will be included. This report has been requested by the City of Santa Paula and Chevron Oil Company to review deficiencies in the property. Various consultants named in this report have been retained to identify the deferred maintenance associated with the property and create an overall deferred maintenance budget. The consultant's expertise, experience and qualifications are listed under the consultant's summary, each of them having a minimum of ten years' experience in the related field.

2.0 Consultants Qualifications List:

Alan Forbess – FCG Environmental

Lic. #: 94-1549 (CAC) and #505/504 (CAL)

Years Experience: 25+

Andy Sargisian - Pacific Power Electric

Years Experience: 25+

Cory Cabral – ProActive Access

Lic. #: 630

Years Experience: 10+

Jerome Summerlin - Padres Associates Inc.

C.E.G., C.Hg. I, R.E.A. II

Years Experience: 27+

Jerome Summerlin - Padres Associates Inc.

C.E.G., C.Hg. I, R.E.A. II

Years Experience: 27+

John Mullin - Integrated Fire & Safety

Lic. #: C10-C16-502754

Years Experience: 34

Jose Ramos – JDM Plumbing Specialist Inc.

Lic. #: 866182

Years Experience: 27

Matt Ross – 805 Elite Heat and Air Conditioning

Lic. #: 1071098

Years Experience: 20+

Nick Ciari – 101 Roofing & Construction

Lic. #: 1097038

Year Experience: 47

Scott Taylor – Gold Coast Inspectors

Certified Indoor Environmental Consultant Lic. #: 1510066

Certified Residential Mold Inspector Lic. #: 0707015

ICC Certified Building Inspector Lic. #: 1003194-10

Years Experience: 34

RWC – Robert William Company, LLC Engineering Division

Randy Toedter – Structural Engineer

Lic. #: RCE 37316 & SE 2991

Years Experience: 43

RWC - Robert William Company, LLC A-1 Construction

General Engineer and Building Contractor

Lic. #: 716695 Class A and B

Years Experience: 20+

Report Prepared by Christina Grina

Robert William Company, LLC Engineering Division

Architect and Land Use Planner

Lic. #:C28080

3.0 Building Reports

3.1 Building Inspection

Provider:

Gold Coast Inspectors
Scott C. Taylor
I.C.C. Certified Building Inspector #1003194

4456 Whittier St.
Ventura, CA 93003

Goldcoastinspectors.com scotttaylor@goldcoastinspectors.com

Date of Report:

06/07/2023

Brief Summary:

The Oil Museum building comprises three floors and has a raised basement. Structural and seismic input required by specialists. Potential hazard materials such as: mold, asbestos, radon, and lead to be reviewed by specialists. The basement has several items that need to be addressed: there is evidence of leakage at the stone walls, the temporary sump pump requires maintenance, the foundation concrete may require rebuilding due to possible deterioration, and the electrical connections in the basement require sealing. The exterior façade and windows have cosmetic damage. They require repair and upgrades. The flat roof is in poor condition with water damage present in several areas on the second floor including skylights (see specialist inspection report 2.5). Chimney stacks also require repair for cracks. Flagpole and exterior accessories are in need of repair and/or possible replacement.

The Rig Building is substantially newer construction however there are few items that require repair: the entry doors require moisture damage maintenance, some areas of the wrought iron perimeter fencing in the courtyard have rusted, and the concrete embedded railing supports have rusted/caused cracking.

Exterior electrical outlets in the courtyard need replacement and irrigation system requires a specialist to evaluate the system.

Refer to specialist reports for Plumbing, Electrical, HVAC, and Fire Sprinklers.

See Appendix A for Full Report

3.2 Environmental Testing

3.2.1 Environmental Mold Assessment & Lead Survey

Provider:

FCG Environmental
Alan Forbess
Environmental Testing and Consulting

1009 Mercer Avenue
Ojai, CA 93023

aforbess@fcgenviron.com

Date of Report:

06/05/2023

Brief Summary:

The historic hundred- and thirty-year-old Oil Museum Building is in relatively fair overall condition with some areas in need of abatement. Primarily the areas that require attention are ones that have sustained water damage over the years resulting in varying degrees and types of mold. In addition, problematic material selections including vinyl floor tile, mastic, and the use of lead paint both once considered industry standards in the past, will require abatement to address asbestos, lead, and mold issues. The roof was found to have two problem areas. The parapet wall roofing material layers were found to have 2% Chrysotile and penetrations treated with mastic contained 5% Chrysotile.

There are significant deferred maintenance repairs related to the replacement of the entire roof and waterproofing the Basement. The roof replacement includes all items discussed in this report thereby addressing the environmental roof concerns. Waterproofing, the abatement of all identified areas and additional water damaged areas. New wall and flooring materials will be needed along with re-painting.

See Appendix B for Full Report

3.2.2 Environmental Assessment Report (Chevron) Phase I Oil Building

Provider:

Arcadis U.S. Inc.
Jesus Buenrostro
2839 Paces Ferry Road, Suite 900
Atlanta, GA 30339

www.arcadis.com

Date of Report:

03/28/2023

See Appendix C for Full Report

3.2.3 Environmental Assessment Report (Chevron) Phase I Vacant Property

Provider:

Arcadis U.S. Inc.
Jesus Buenrostro
2839 Paces Ferry Road, Suite 900
Atlanta, GA 30339

www.arcadis.com

Date of Report:

03/28/2023

See Appendix D for Full Report

3.3 Review of Phase I Environmental Assessment

Provider:

Sierra Delta Consultants LLC
Robert I. Eidemiller, REPA # 109717

935 Riverside Avenue, Suite 21
Paso Robles, CA 93446
(805) 239-9294

proposals@seirradeltallc.com

Date of Report:

10/25/2022

Brief Summary:

Please see the review letters on the following four pages

3.3.1 Review of 1033 East Main Street Property (Vacant Lot)

SIERRA DELTA CONSULTANTS LLC

935 Riverside Avenue, Suite 21
Paso Robles, CA 93446
805.239.9294
Fax: 805.239.9309
Email: proposals@sierradeltallc.com

Robb Eidemiller
President and CEO

October 25, 2022

Mr. Bill Lindsay
Robert William Company LLC
917 Railroad Avenue
Santa Paula, CA 93061

Subject: *Review of Phase I Environmental Site Assessment prepared for 1033 East Main Street, Santa Paula, CA 93060 (Subject Property).*

Mr. Lindsay,

As per your request, Sierra Delta Consultants LLC (SDC) has reviewed the following report:

Arcadis U.S., Inc. (Arcadis) – Phase I Environmental Site prepared for 1033 East Main Street, Santa Paula, CA 93060

Upon review, the Arcadis Phase I Environmental Site Assessment (ESA) Report dated March 21, 2023 appears to have been performed in general accordance with the American Society of Testing and Materials (ASTM) E 1527-21, Standard Practice for Environmental Site Assessments.

The following information was provided within the Arcadis Phase I ESA:

The subject property comprises a 0.42-acre parcel with a vacant property improved upon with an asphalt parking lot.

The subject property is owned by Chevron. The subject property currently operates as a parking lot.

The subject property appeared to be developed as a commercial facility from 1927 to at least 1947. From at least 1947 to 2009, the subject property operated as a commercial gas station that contained six (6) fuel USTs and two (2) used oil USTs. From at least 2011 to present day, the subject property is a vacant, asphalt lot.

Within the Conclusions Arcadis noted the following:

3.3.1 Review of 1033 East Main Street Property (Vacant Lot) cont'd

Arcadis has performed a Phase I ESA of the subject property in conformance with the scope and limitations of ASTM Practice E1527-21 for Phase I ESAs. This assessment has revealed the following RECs, CRECs, HRECs, de minimis conditions, and noteworthy conditions as defined in Section 1.2 of this Phase I ESA Report. Other findings, which do not constitute a REC, CREC, HREC, or de minimis condition in the opinion of the Environmental Professional, may be discussed previously in this report.

LUST Incident: The former Unocal #0079 gas station located at the subject property was entered into the State LUST Trust Fund Program based on the following incidents:

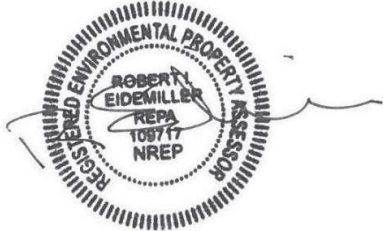
- *On September 27, 1989, a LUST incident was reported and closed on May 28, 1997.*
- *On April 26, 1999, a LUST incident was reported and closed on June 11, 2001.*
- *On May 16, 2001, a LUST incident was reported and closed on October 31, 2001.*
- *On November 28, 2005, a LUST incident was reported and closed on December 7, 2006. The LUST incidents have received closure thus, the LUST incident is a HREC.*

SDC reviewed the State Water Resources Control Board GeoTracker database and confirmed all the LUST cases are closed.

Based on a review of the Phase I ESA, SDC concurs with the conclusions of the Arcadis report.

Respectfully,

Sierra Delta Consultants LLC



Robert I. Eidemiller
Environmental Professional
RIE/jtw

3.3.2 Review of 1001 East Main Street Property (Oil Museum Building)

SIERRA DELTA CONSULTANTS LLC

935 Riverside Avenue, Suite 21
Paso Robles, CA 93446
805.239.9294
Fax: 805.239.9309
Email: proposals@sierradeltallc.com

Robb Eidemiller
President and CEO

October 25, 2022

Mr. Bill Lindsay
Robert William Company LLC
917 Railroad Avenue
Santa Paula, CA 93061

Subject: *Review of Phase I Environmental Site Assessment prepared for 1001 East Main Street, Santa Paula, CA 93060 (Subject Property).*

Mr. Lindsay,

As per your request, Sierra Delta Consultants LLC (SDC) has reviewed the following report:

Arcadis U.S., Inc. (Arcadis) – Phase I Environmental Site prepared for 1001 East Main Street, Santa Paula, CA 93060

Upon review, the Arcadis Phase I Environmental Site Assessment (ESA) Report dated March 28, 2023 appears to have been performed in general accordance with the American Society of Testing and Materials (ASTM) E 1527-21, Standard Practice for Environmental Site Assessments.

The following information was provided within the Arcadis Phase I ESA:

The subject property is comprised of a 0.42-acre parcel with two two-story buildings which are used as oil museum. The remainder of the subject property consists of asphalt-paved parking area and grassy, landscaped areas.

The subject property is owned by Chevron and operates as a museum.

The subject property was constructed in 1890. From 1890 to approximately 1950, the building housed the Union Oil Company corporate office, Santa Paula Hardware, and the Santa Paula post office. In 1950, the building was converted into Union Oil Museum and the upstairs office space was restored for public viewing. Between 1986 and 1994, the second building was constructed to house a rig museum. By 1994, the subject property was largely in its present day configuration.

Within the Conclusions Arcadis noted the following:

3.3.2 Review of 1001 East Main Street Property (Oil Museum Building) cont'd

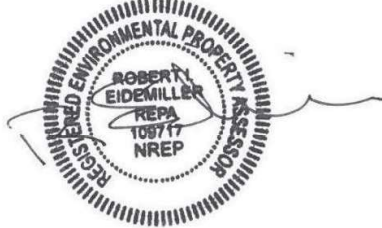
Arcadis has performed a Phase I ESA of the subject property in conformance with the scope and limitations of ASTM Practice E1527-21 for Phase I ESAs. This assessment has revealed the following RECs, CRECs, HRECs, de minimis conditions, and noteworthy conditions as defined in Section 1.2 of this Phase I ESA Report. Other findings, which do not constitute a REC, CREC, HREC, or de minimis condition in the opinion of the Environmental Professional, may be discussed previously in this report.

No RECs, CRECs, HRECs, or de minimis conditions were noted.

Based on a review of the Phase I ESA, SDC concurs with the conclusions of the Arcadis report.

Respectfully,

Sierra Delta Consultants LLC



Robert I. Eidemiller
Environmental Professional
RIE/jtw

3.4 Structural Analysis

Provider:

RWC
Robert William Company
Randy Toedter, SE # 2991

P. O. Box 1025
Santa Paula, CA 93061

rtoedter@rwc-eng.com

Date of Report:

07/15/2023

Brief Summary:

The Union Oil Museum was retrofitted for seismic and updated to a ground motion of 0.2 g (seismic acceleration) in 1986. Copies of this permit and approved plans were observed. A site visit was made to correlate the plans to the existing building. An associate of the Structural Engineer, Kariotis and Associates also verified that the work was executed.

The Oil Museum Staff Room stone door lintel has cracked over the years and requires a new reinforced concrete replacement. Since the wall thickness is 24" in width it may be possible to retain the original stone, stabilize it by adding a continuous metal lintel with the new one cast-in-place behind it.

The quality of foundation concrete in the Basement has been questioned in the initial building inspection report and will require further testing to confirm that the integrity is compromised. Should the concrete strength not meet current code requirements, the recommended retrofit solution would include adding steel reinforcement encased with gunite.

Due to the water leakage in the cupola ceiling and the request to renovate the existing flagpole above, the advisable solution would be to re-frame the cupola roof with a matching metal structure that will allow for a new, durable and code compliant flagpole. An integrated uplight would be incorporated into the new cupola roof construction.

3.5 Roof Inspection

Provider:

101 Roofing & Construction
Nick Ciari

1075 Vaquero Circle
Oxnard, CA 93030

NCiari@101roofing.com, www.101roofing.com

Date of Report:

07/13/2023

Brief Summary:

The Union Oil Museum roof comprises two levels of roof surface both have only one layer of torch down rolled roofing with severe degradation. It is recommended that new parapet counter flashing, new roof hatch with safety rails, new access ladder, scuppers, new elevated HVAC curbs, and new skylights are all required. In addition, all existing roof material to be removed and replaced. Existing deck mounted whirly birds must be replaced with curb mounted gravity vents. In addition, current building codes require a treaded walk path from the roof access point(s) to the AC. The cupola and flagpole assembly will also need to be revised to accommodate a new flag pole (refer to Structural Analysis Report).

3.6 Electrical Inspection

Provider:

Pacific Power Electric
Andy Sargisian, Project Manager

812 Railroad Ave.
P.O. Box 1025
Santa Paula, CA 93061
pacificpowerelec@sbcglobal.net

Date of Report:

10/24/2023

Brief Summary:

Upon completing a thorough inspection of the Oil Museum Building, its roof, the Oil Rig Building, and exterior areas existing electrical systems, Pacific Power Electric has the following comments:

First reviewed was the Oil Museum Building including: the Basement, First Floor, Second Floor, and Roof which will require the following electrical repairs:

The Basement repair items include: the electrical sub-panel requires replacement due to rust, the height of all switches need to be lowered to a maximum of 46," existing plug mounted on ducting removal and relocation to nearby wall, all existing conduit to be strapped, and existing extension cords longer than 5' require replacement with an electrical boxes.

The First Floor repair items include: addition of exit signs at all exit doors, addition of emergency lighting in hallway, all existing conduits to be strapped, existing exposed switch panel wiring is required to be corrected to meet code, and all existing extension cords longer than 5' require replacement with an electrical box. In the Electrical Room, a face plate is required at the Jbox, and all loose items must be removed to allow for clear access.

The Second Floor repair items include: addition of exit signs at all exit doors, stairway, and emergency lighting requires replacement. The sub-panel located in the closet requires 3' clearance in front of the panel to comply with current electrical code. The sub-panel will require relocation or redesign of the electrical closet.

The Roof repair items include: all existing conduit to be strapped, and existing extension cords to the satellite must be replaced with an electrical box. Verification of the usage of the satellite system and HVAC loads is required to determine if adequate.

Next, the Oil Rig Building electrical repair items include: addition of exit signs, and emergency lighting at both sets of double doors, exposed wires at existing switches need to be corrected for code compliance, jbox at the rig motor needs to be secured, and removal of existing extension cords requires installation of electrical boxes.

Finally, the exterior of the Oil Museum complex including the buildings, and courtyard area was reviewed with the following items requiring attention: all exterior lights require checking for bulb replacement, the existing fire bell requires replacement or reconnection to the exterior wall, and all loose items need to be removed to allow for clear access to the Oil Rig Building electrical panel.

3.7 Plumbing Inspection

Provider:

JDM Plumbing
Jose Ramos, General Forman/Project Manager

134 N. 11th St.
Santa Paula, CA 93060

jdmplumbingoffice@gmail.com

Date of Report:

07/13/2023

Brief Summary:

Upon conducting a thorough inspection of the museum's plumbing system, several key findings have been identified. Firstly, there are separate women's and men's restrooms located downstairs, with an additional restroom featuring a mop sink in a private room on the first floor. Furthermore, an extra restroom is present on the second floor. Notably, it has been observed that the floor sink in the basement is experiencing drainage issues due to a malfunctioning pump.

To address these plumbing concerns and ensure optimal functionality and efficiency, several recommendations are proposed:

Primarily, it is advised to undertake a comprehensive update of all restroom facilities. This would include sinks, toilets, and angle stops. Additionally, urgent attention is required for the basement's floor sink, necessitating the installation of a new pump to facilitate proper water drainage into the city's storm drain. Moreover, the sewer pipe's current condition appears in fair condition given its cast iron material. Nevertheless, it is advisable to plan for all waste lines to be replaced in the future. To maintain its condition in the interim, regular hydro-jetting of the sewer line every six months is highly recommended.

3.8 Mechanical Inspection

Provider:

805 Elite Heat and Air Conditioning LLC
Matt Ross

12 Estates Ave,
Ventura, CA 93003

805eliteinfo@gmail.com

Date of Report:

07/25/2023

Brief Summary:

The Oil Museum Building and Oil Rig Building equipment appears to be in poor condition and exceeds fifteen years in age. All heating and cooling elements will require replacement. The existing Oil Museum Building system comprises multiple exterior split systems, it appears that all are 5-ton capacity range units, with the exception one large package unit in the 7-to-10-ton range. In addition, all interior equipment was inspected and will also require replacement due to age. Current access to the exterior units was made difficult due to poor ladder access. Future replacement of the units will also include new access ladders and access pathways. At time of replacement, it is recommended that a mechanical engineer identify new equipment requirements and calculate loads based on current code compliancy. More energy efficient systems will be utilized to treat the designated spaces.

3.9 Fire Inspection

Provider:

IFS - Integrated Fire Safety
John Mullin

1229 N. Ventura Ave.
Ventura, CA 93001

Date of Report:

08/01/2023

Brief Summary:

Fire sprinklers were present on all floors of the Oil Museum Building and the Oil Rig Building. Inspection tags were outdated for all fire extinguishers and inspection records for fire sprinkler systems were not found. It is recommended that this system is immediately tested and regularly tested as a part of an annual maintenance plan. Initial inspection may involve draining of the system and replacing all fire sprinkler heads.

3.10 Site Accessibility Evaluation (CASP)

Provider:

ProActive Access
Cory Cabral, CASp-630

www.ProactiveAccess.com

Date of Report:

07/20/2023

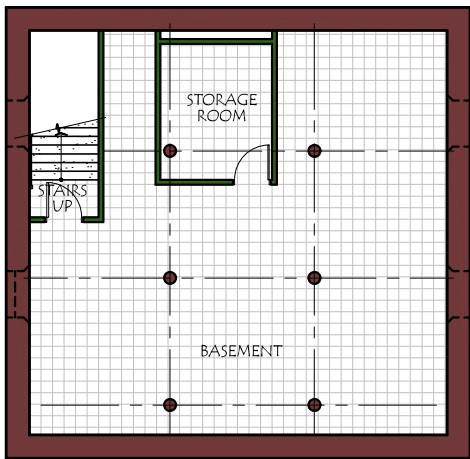
Brief Summary:

The extensive report itemizes every condition in the Oil Museum, Oil Rig Building, courtyard, and general site access. Many of the entrance doors, ramps, stairs, handrails, clearances, trash enclosure, and paths of travel **DO NOT** meet current ADA code requirements. In addition, the existing Toilet Rooms **DO NOT** comply with current codes. The existing guest car parking area, existing path of travel and existing trash enclosure at the rear of the Oil Museum do not comply with current ADA code requirements. It is recommended to initiate a facility update study prior to commencing Oil Museum Building upgrades, and determining future facility uses by the City of Santa Paula.

See Appendix E for Full Report

4.0 Building Plans

4.1 Oil Museum Basement Floor Plan

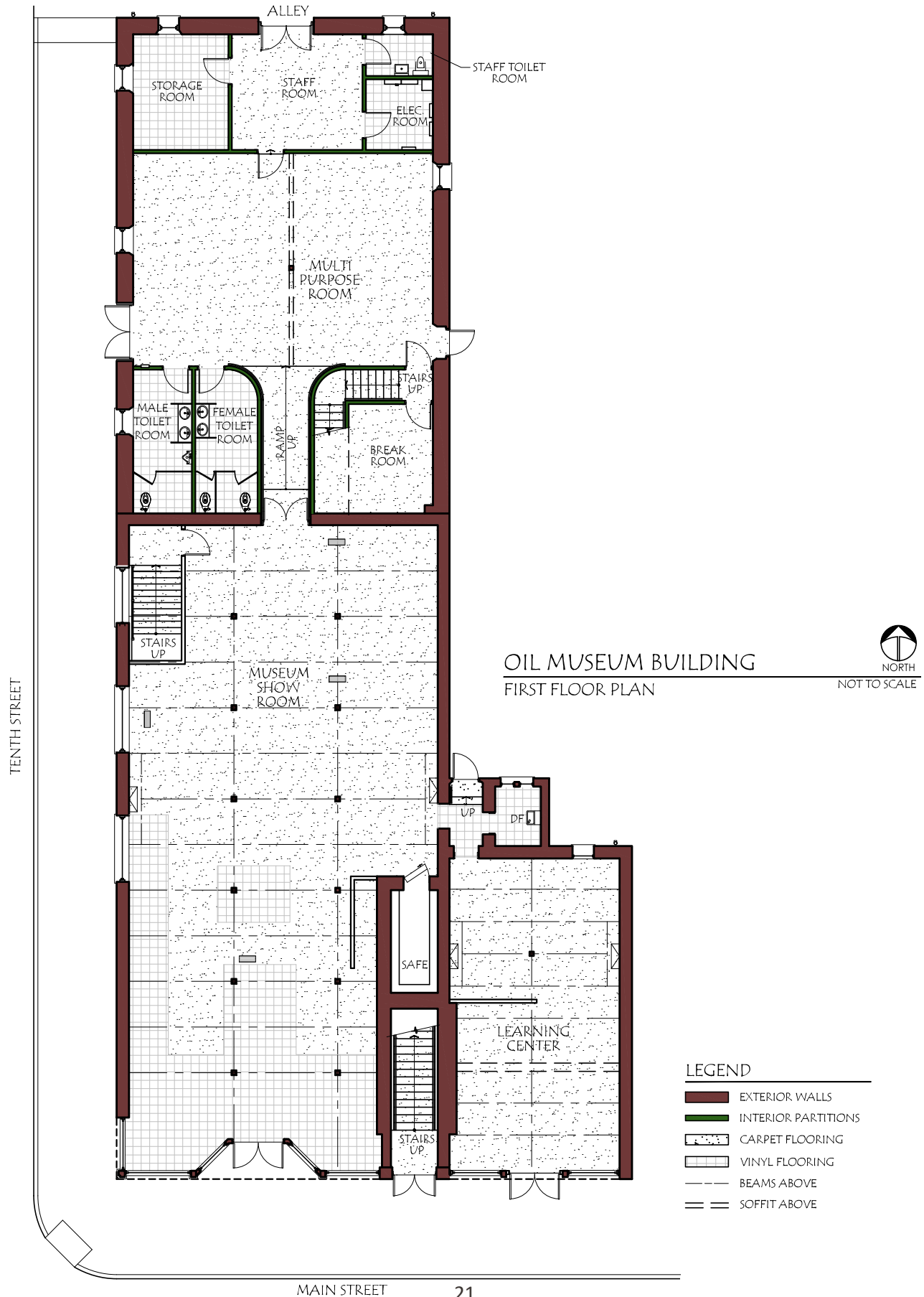


OIL MUSEUM BUILDING
BASEMENT FLOOR PLAN

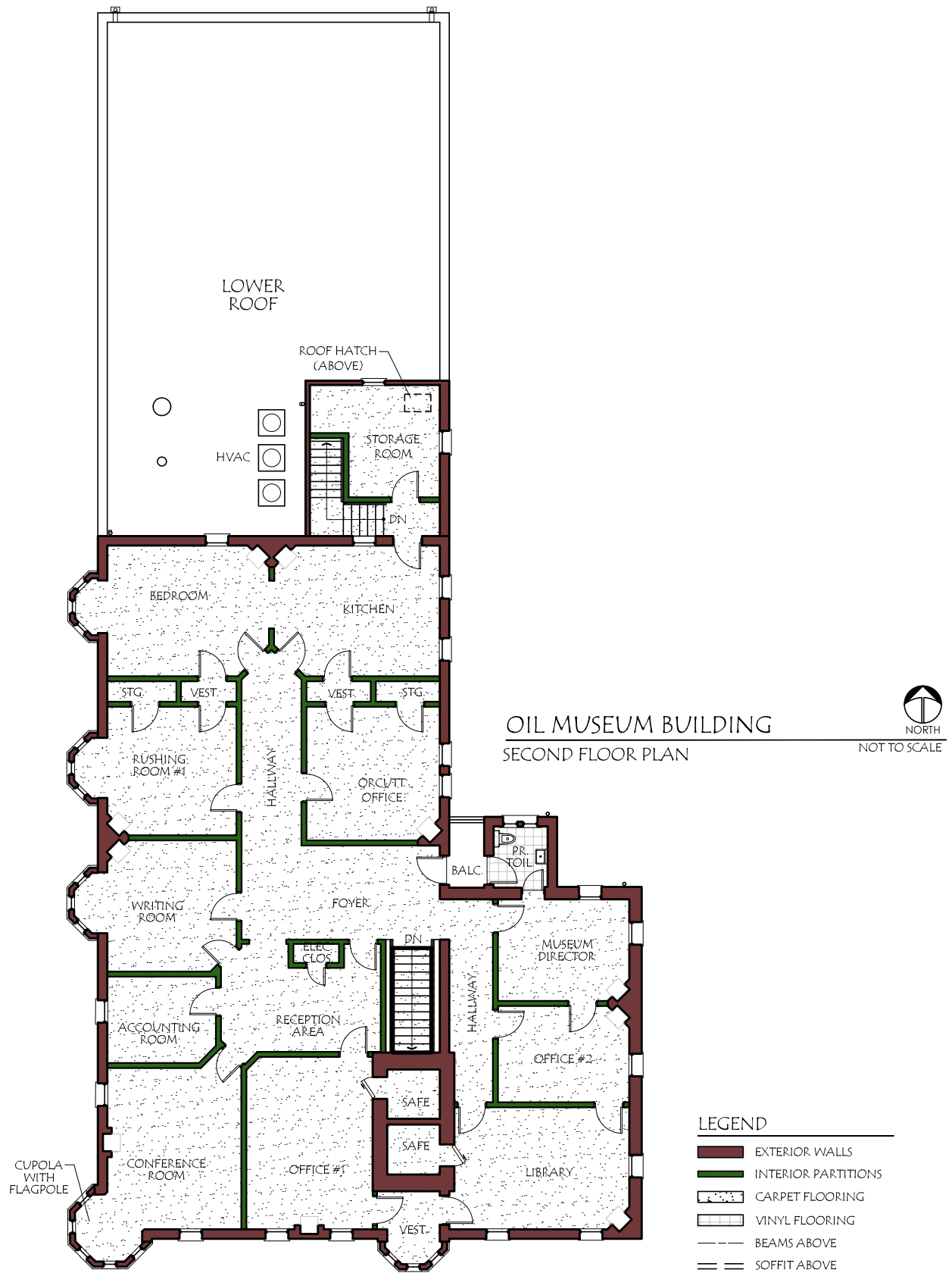


LEGEND	
	EXTERIOR WALLS
	INTERIOR PARTITIONS
	CARPET FLOORING
	VINYL FLOORING
	BEAMS ABOVE
	SOFFIT ABOVE

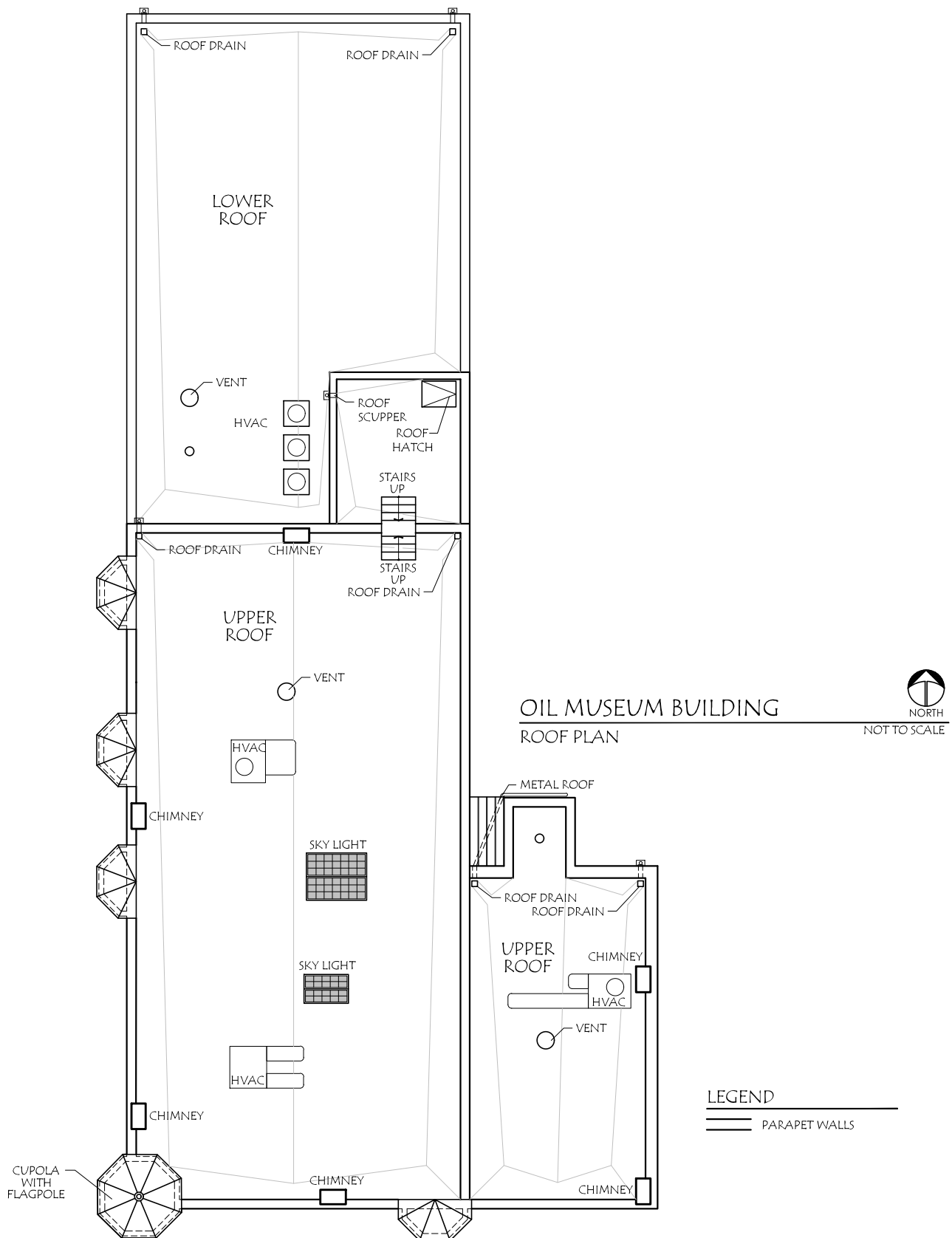
4.2 Oil Museum First Floor Plan



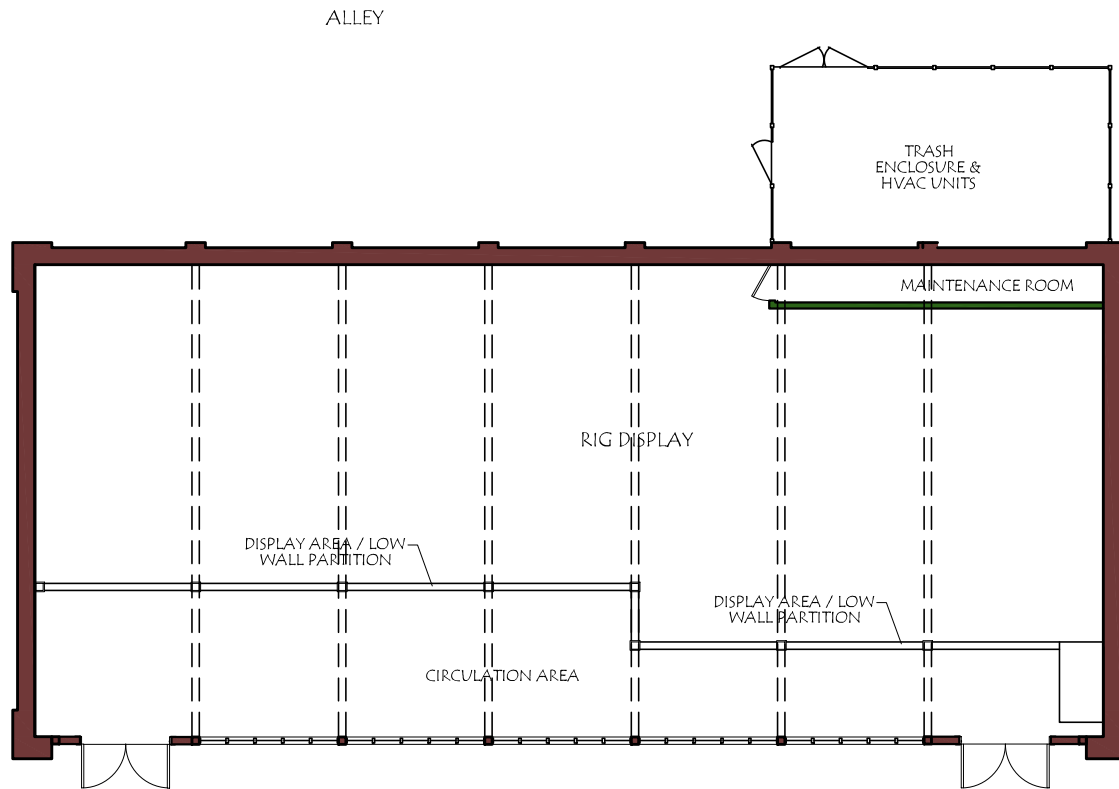
4.3 Oil Museum Second Floor Plan



4.4 Oil Museum Roof Plan



4.5 Oil Rig Building Floor Plan



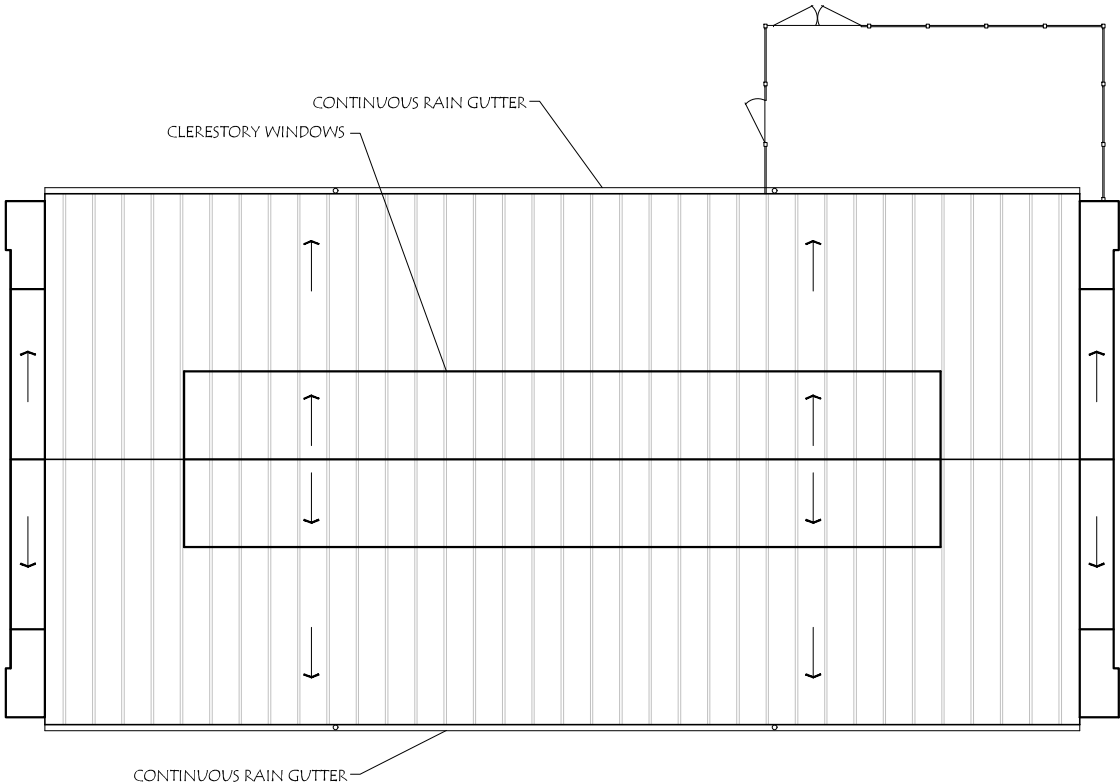
OIL RIG BUILDING
FLOOR PLAN



LEGEND

- EXTERIOR WALLS
- INTERIOR PARTITIONS
- SOFFIT ABOVE

4.6 Oil Rig Building Roof Plan



OIL RIG BUILDING
ROOF PLAN



- LEGEND
- STANDING SEAM METAL ROOF
 - PARAPET WALLS

5.0 Building Photos

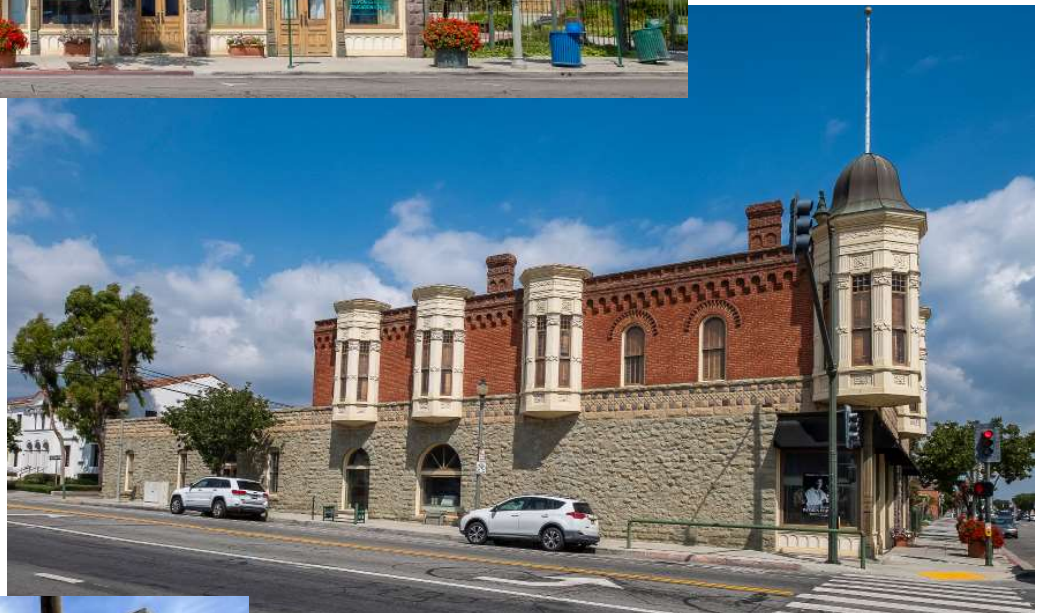
5.1 Oil Museum Exterior



Main Street Elevation



Column Detail



10 th Street Elevation



Alley



Cupola Detail



Side Entrance

5.2 Oil Museum Interior - First Floor



Displays



Museum Showroom



Displays



Multi-Purpose Room



Ceiling Detail

5.3 Museum Interior - Second Floor



Conference Room



Display Hallway

Main Entry Stair
Second Floor



Courtyard View



Cupola Window Detail



Time Period
Display
(Dining Room)



Time Period Display
(Bedroom)



Museum Director Office

5.4 Oil Rig Building



Oil Rig Building & Courtyard Area



Oil Rig Building South Facade



Interior - Oil Rig Display



Courtyard, Oil Museum & Oil Rig Building

5.5 Vacant Lot



Existing Vacant Lot (Parking Area)



Existing Parking Area



**Existing Trash Enclosure &
Oil Rig Building HVAC**

6.0 Cost Summary Analysis

Deferred Projected Maintenance Budget

Oil Museum Building

#	Work	Description	Qty	Remarks
1.00	Abatement			167,780
1.01	Mold			
	1.01.01 Basement - entire floor area	Isolate area w/6 mil. plstc. shgt. and place under neg. pressure w/HEPA filtration equip. Remove/cover/discard stored items, remove imp. drywall 2' beyond extent of impact, abrasively clean wd. frmg. & exp. surfaces.	1,266 sq. ft.	
	1.01.01.01 Storage Room			
	1.01.02 First Floor	Isolate imp. walls/ceilings w/6 mil. plstc. shgt. and place under neg. pressure w/HEPA filtration equip. Remove areas of imp. Lower plaster and remed. mold wall 2' beyond extent of impact, abrasively clean wd. frmg. & exp. surfaces.	297 sq. ft.	* confirm
	1.01.02.01 Toilet Rooms		69 sq. ft.	
	1.01.02.02 Electrical Room		103 sq. ft.	* confirm
	1.01.02.03 Stairwell to Basement*		757 sq. ft.	
	1.01.02.04 Educational Room*			
	1.01.03 Second Floor	Isolate bay window, hallway, east wall area w/6 mil. plstc. shgt. and place under neg. pressure w/HEPA filtration equip. Remove areas of imp. plaster ceiling and remed. mold wall 2' beyond ext. of impact, abr. clean wd. frmg. & exp. Surfaces	51 sq. ft.	
	1.01.03.01 Conference Room		110 sq. ft.	
	1.01.03.02 Hallway		640 sq. ft.	
	1.01.03.03 East Wall Areas		273 sq. ft.	
	1.01.03.04 Kitchen Display Room			
	1.01.04 Roof			
	1.01.04.01 Parapets		512 lin. ft.	Total max.
	1.01.04.01 Cupolas/Flagpole		120 sq. ft.	
	1.01.04.01 Skylights & Access Hatch		66 sq. ft.	
	1.01.04.01 HVAC Equip		60 sq. ft.	estimated
1.02	Asbestos			
	1.02.01 Basement	9" sq. green VFT/debris under post	1 sq. ft.	
	1.02.02 First Floor			
	1.02.02.01 Floor tile @ Storage Room & Toilet Room	12" over 12" sq. beige VFT w/mastic Stg & Toil. Rm.	50 sq. ft.	
	1.02.02.02 Floor tile @ Passing Rm & Stg	12" sq. beige VFT	85 sq. ft.	
	1.02.02.03 Interior plaster on walls	Male & Female Toilet Rooms	TO	
	1.02.03 Second Floor			
	1.02.03.01 Vinyl sheet flooring @ Office #1	VSF Brown	240 sq.ft.	
	1.02.03.02 Mastic @ Bedroom	With felt	Unknown	
	1.02.04 Roof			
	1.02.04.01 HVAC units on South Facing Roof	3 no. incl mastic and tape	50 sq. ft.	
	1.02.04.02 Roofing debris in attic	First floor above Toilet Rooms	Unknown	
	1.02.04.03 Parapet walls		Unknown	
1.03	Lead			
	1.03.01 Basement	Round metal support posts		
	1.03.02 First Floor	Columns, beams, ceilings, doors & windows		
	1.03.03 Second Floor	Windows, doors, fireplace hearth		
	1.03.05 Roof	Windows, doors, transomes		
2.00	Demolition/Needed for Abatement & Maintenance Improvements			84,410
	2.01 Structural elements			
	2.01.01 Basement foundation	Conc. clean up/remove debris	1,567 sq. ft.	
	2.01.02 First Floor	Post abatement if req'd	2,535 sq. ft.	
	2.01.03 Roof	1 ply rf. mtl., flagpole, skylts. Wbirds, scpr & vents	sq. ft.	
	2.02 Walls	Removal of drywall partitions at Basemnt. Stg. Rm		
	2.02 Carpeting (remove all existing)	First Floor, Second Floor and all stairs	2,535 sq. ft.	
	2.03 Access elements	Entrance doors, thresholds, stairs, roof hatch		
	2.04 Electrical (non code compliant only)	Removal of old sockets & Jboxes		
	2.05 Mechanical	Removal of entire exist'g HVAC system		
	2.06 Plumbing	Removal of compr. piping, drnkg. ftn., wtr. htr. , gas lines & angles		
3.00	Structural			193,015
	3.01 Basement foundations	Gunite existing stone walls w/reinf.	994 sq. ft.	
	3.02 Roof Access Hatch	Reframe /enlarge opening	16 sq. ft.	
	3.03 Roof HVAC new platforms w/curbs	est. 3' sq. units w/6" curb	48 sq. ft.	
	3.04 New Flagpole at corner cupola roof	New metal cupola structure w/flagpole & light	1 no.	
	3.05 Double door off alley	Replace exist'g stone lintel with concrete	1 no.	

4.00	New Flooring				277,294	
	4.01	Basement 4.01.01 Epoxy type floor covering?	Labor & mtl's est. \$20 psf	1,266 sq. ft.	additional cost	
	4.02	First Floor 4.02.01 New carpet tile & vinyl base 4.02.01.01 LVT alternative	Labor & mtl's	5,319 sq. ft.		
		4.02.02 New ceramic tile @ wet areas & Elec. Rm.	Labor & mtl's	366 sq. ft.		
	4.03	Second Floor 4.03.01 New carpet tile w/exist'g wood base 4.03.01.01 LVT alternative	Labor & mtl's	3,900 sq. ft.		
				additional cost		
5.00	Walls				143,500	
	5.01	Basement 5.01.01 Stone wall interior repair 5.01.02 Partition wall repair 5.01.03 Stairwell	See structural (above) add waterproofing new w/ 5/8" gypbd type "x" ea side	994 sq. ft. sq. ft. sq. ft.		
	5.02	First Floor 5.02.01 Stone wall interior repair @ Male T. R. 5.02.02 Stone wall interior repair at Staff T. R. & Elec Rm 5.02.03 Partition wall repair @ Male T. R.	Waterproof wall and re tile (170 sq. ft.) Waterproof wall and re tile (220 sq. ft.) new w/ 5/8" gypbd type "x" ea side	170 sq. ft. 220 sq. ft. 70 sq. ft.		
	5.03	Second Floor 5.03.01 Brick wall interior repair	Repair plaster and repaint	228 sq. ft.		
	5.04	Roof 5.04.01 Repair parapet walls as needed 5.04.02 Repair chimney stacks for seismic issues	Repair with anchor straps & mortar	unknown 10 no.		
6.00	Ceilings					76,380
	6.01	First and Second Floor ceiling repair 6.01.01 Plaster ceiling w/lath at cupola only	General Areas Offices			
7.00	Doors Not Included					
	7.01	Interior 7.01.01 Enlarge door openings for ADA compliancy 7.01.02 New ADA compliant doors 7.01.03 Door hardware	ADA compliant handles & closures	no. no. no.		
	7.02	Exterior 7.02.01 Enlarge door openings for ADA compliancy 7.02.02 New ADA compliant doors 7.02.03 Door hardware	Rebuild Entry/exit thresholds Add panic hardware & ADA compliant closure	no. no. no.		
8.00	Toilet Rooms - Full Upgrade & Fixture Replacement					237,127
	8.01	Remodel First Floor Staff Toilet Room 8.01.01 Enlarge /redesign for ADA compliancy	Create separate Janitor Closet w/mop sink			
	8.02	Remodel First Floor Female Toilet Room 8.02.01 Enlarge /redesign for ADA compliancy				
	8.03	Remodel First Floor Male Toilet Room 8.03.01 Enlarge /redesign for ADA compliancy				
	8.04	Remodel Second Floor Private Toilet Room 8.04.01 Enlarge /redesign for ADA compliancy				
9.00	Painting				282,938	
	9.01	Basement 9.01.01 Walls 9.01.02 Ceiling			7' ceiling ht.	
	9.02	First Floor 9.02.01 Walls 9.02.02 Windows and trimwork 9.02.03 Ceiling			12' ceiling ht.	
	9.03	Second Floor 9.03.01 Walls 9.03.02 Windows and trimwork 9.03.02 Ceiling			12' ceiling ht.	
	9.04	Exterior				
10.00	Electrical Allowances (pending)					
11.00	Plumbing (Waste & Supply line Upgrades)				70,450	
	11.01	Interior 11.01.01 Cleanout/hydrojet sewer lines 11.01.02 Replace fixtures and angle stops 11.01.03 Replace basement mop sink & sump pump 11.01.02 Replace exist'g drinking fountain with new one	Future - replace sewer lines (not incl in quote) ADA compliant	1 no.		
	11.02	Exterior 11.02.01 Verify water shut off valves are in working order 11.02.02 Verify Irrigation system is in working order	Replace if needed Replace valves, lines, emitters as req'd			

12.00		Mechanical Allowance			133,200
	12.01	Museum Building install new HVAC system	5 ton split system equip. , ducts & thermostats	3 no.	
13.00		Fire Protection			22,500
	13.01	Fire Sprinklers -update existing system	Install new sprinkler heads	70 no.	
	13.02	Fire extinguishers	Test, re-tag & replace as required		
14.00		Roofing			262,025
	14.01	Reroof entire Museum Building	New HVAC curbs, roof hatch, acces ladder, treaded walk paths, skylights, metal scuppers and pass through drains, flashing, roof to roof ladder, bridge parapet walls & pitch pockets		
15.00		Signage Not Included			
	15.01	Room Id & ADA door signs			
16.00		Misc. Allowance			29,000
	16.01	Update display units to meet ADA code		no.	
	16.02	Update Reception desk to meet ADA code		1 no.	
	16.03	Update ramp @ Display Hall and Multi Purpose Rm	ADA compliant and code compliant handrail	1 no.	
	16.04	Update/Remove awnings @ front façade	Replacement same config. est. 4K ea.	7 no.	
	16.05	Repair broken window	Upstairs Bedroom (North side) 1K est.	1 no.	
	16.06	Repair all window seals	Include with paint bid		
Sub Total					1,979,619

Oil Rig Building					
#		Work	Description	Qty	Remarks
17.00		General Repairs			52,900
	17.01	Access elements	Entry/exit thresholds and hardware		
	17.02	Repair exit door water damage	Sand, treat/repair and reseal doors & side panels	2 no.	
	17.03	Replace HVAC system	New 7-10 ton system equipment	1 no.	
Sub Total					52,900

Overall Site					
#		Work	Description	Qty	Remarks
18.00		General Repairs			23,330
	18.01	2.03.01 Courtyard fence	Replace rusted panels, prime and paint		
	18.02	2.03.02 Access elements	Exterior ramps, drain grates, Museum main entry paving, guardrail supports and trash enclosure		
	18.03	Landscape	Irrigation review/repairs as req'd		
Sub Total					23,330

Total	2,055,849
Engineering and Design fees (20%)	411,170
General overall Contingency (15%)	308,377
Grand Total	2,775,396

6.1 Repair Schedule

The improvements and repairs identified above are projected to be completed within a time frame of twenty-four months. The suggested twenty-four month period may vary depending on current and future use of the facility. The strategy of the deferred maintenance plan is to prioritize the necessary immediate repairs that will prevent any further degradation of the exterior (for example: roof repairs, HVAC system, and exterior elements) while ensuring these improvements are compatible with any future changes.

7.0 Conclusion

This comprehensive summary report has defined and quantified the extent of deferred maintenance required for the California Oil Museum to be considered functional in the future. Substantial additional costs would be incurred should the new owner and/or tenant choose to change the use of the existing museum. However, based on the findings in this report, priority needs to be given to all exterior repairs and Basement drainage issues.

The estimated deferred cost of \$2,775,396 (two million, seven hundred seventy-five thousand, three hundred ninety-six dollars) includes: the recommended abatement, required demolition, addressing minor structural items, roof replacement, wall, and ceiling repairs, upgraded electrical work, upgraded plumbing, compliance of fire sprinkler systems, installation of HVAC equipment and systems, maintenance of window and flooring, interior and exterior paint. This estimated budget DOES NOT HAVE an allowance for related engineering and design fees. Additional building uses will require a review of current accessibility code requirements including but not limited to: all the Toilet Rooms, stairs, ramps, handrails, guardrails, exit doors, interior doors, door hardware, signage, displays, reception desk, parking, path of travel, trash enclosure and vertical circulation.

As an historically registered building, the Oil Museum may be able to waive some of the ADA accessibility code requirements. Once a future use determination is made, then further investigation can determine the required code compliance and associated costs.

8.0 Appendices

- A. Building Inspection Report**
- B. Environmental Mold Assessment & Lead Survey Report**
- C. Environmental Assessment Report (Chevron) Phase I Oil Building**
- D. Environmental Assessment Report (Chevron) Phase I Vacant Property**
- E. Environmental Assessment Report Review**
- F. CASp Report**

EXHIBIT C - REQUEST FOR PROPOSALS (RFP)



CITY OF SANTA PAULA

REQUEST FOR PROPOSAL

PROPOSALS ARE DUE: Not later than 4:00 PM, February 2, 2024 at the City Clerk's office at 970 E. Ventura Street, Santa Paula, CA 93060.

The City of Santa Paula is requesting proposals from qualified organization(s) for the use and revitalization of the historic Union Oil Building located at 1001 E Main St, Santa Paula, CA 93060. The successful organization(s) will lease, rehabilitate, and manage space within this iconic building in the downtown and create a high quality development that contributes to the vitality of the City. The Request for Proposal (RFP) is enclosed. The RFP provides an introduction, schedule, city background, scope of services, deliverables, proposal requirements, insurance requirements, and evaluation criteria among other information.

The successful organizations(s) shall execute a standard licensing agreement with the City to perform the services.

One (1) original, two (2) hard copies, and one searchable pdf on USB drive of the proposal shall be submitted to the following address:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

Proposal shall include a copy of this form and be signed by the company's authorized representative.

I have read, understood, and agree to the terms and conditions on all pages of the RFP. The undersigned agrees to furnish the services stipulated in this RFP.

Company

Address

Name (Print)

Signature

Company Phone No.

Title

City of Santa Paula



Pre-Proposal Meeting

FOR USE OF THE UNION OIL BUILDING

NOVEMBER 27, 2023

**A Pre-proposal Meeting is scheduled at 10:00 A.M.
on December 7, 2023, in person at
Union Oil Building
1003 E. Main St.
Santa Paula, CA 93060**

**Requests for clarification are due by 4:00 P.M. on January 15, 2024, and shall be submitted
in writing to Julie Latshaw at jlatshaw@spcity.org.**

Proposals are due at the City Clerk's office by 4:00 P.M. on February 2, 2024, at:

**City of Santa Paula
City Clerk's Office
970 E. Ventura Street
Santa Paula CA 93060**



ABOUT THE PROPERTY

The Union Oil Building, constructed in 1890, is a significant historical landmark in Santa Paula. It is a unique brick and stone structure with two floors of enriching history. The building has been vacant for three years and is in need of substantial rehabilitation to bring it back to its full potential.

The Union Oil Building, constructed in 1890, is a significant historical landmark in Santa Paula. The building has seen its history as a post office, hardware store, and Union Oil office space until the headquarters moved to Los Angeles in 1900. In 1950 the Union Oil Museum was established, showcasing oil and gas industry equipment, such as an 1890s iron and timber operating drilling rig, historic gas pumps, a recreated 1890s period Union Oil Company corporate headquarters office, and a 1930s period apartment. The Ventura County Cultural Heritage Board designated the building County Landmark #36 in December 1977. The building is a California Historical Landmark (#996) and is listed on the National Register of Historic Places.

The Union Oil Building is a classic 1890 Victorian-Queen Anne two-story design. The ornate corner tower is a compelling exterior feature along with the Italiante brick archways, projecting bay windows, multi-hued carved brownstone and river rock veneers, and cast iron pillar supports. The building is nestled in the heart of our city, our Main Street and downtown district. Main Street is an enchanting blend of multiple eras of architectural styling (1800s-1950s), here you will find local businesses, family owned restaurants, and special community events.



ABOUT SANTA PAULA

The City is located 65 miles northwest of Los Angeles and 14 miles east of Ventura and the coastline of the Pacific Ocean. The City is the geographical center of Ventura County, situated in the rich agricultural Santa Clara River Valley. The City is surrounded by rolling hills and rugged mountain peaks in addition to orange, lemon and avocado groves. In fact, the City is referred to as the “Citrus Capital of the World.”

The City was incorporated on April 22, 1902, as a general law city. The City Council is made up of five members, elected at-large, serving four-year terms. The Mayor is selected for a one-year term from among the members of the City Council. The City operates under a council-manager form of government. The City Council appoints the City Manager and City Attorney. The City Clerk and City Treasurer are elected and serve four-year terms.

The City covers an area of 5.4 square miles and has an estimated population of 30,657, as of October 1, 2023, based on estimates from the United States Census Bureau. The square miles will change slightly with the recent annexation of property to the East of Santa Paula. The City delivers municipal services through six departments- Administration (City Council, City Manager, City Attorney, City Clerk, Personnel, Risk Management, Information Technology, Mobile Home Rent Review and California Oil Museum), Community Services (Community Center, Recreation, Parks, Senior Services, Cable Television, Buildings and Grounds Maintenance), Finance (City Treasurer, Utility Billing and Payments, Accounting and Payroll), Fire (Fire Emergency Services and Building-Code Enforcement), Police, Public Works (Streets, Water, Wastewater, Solid Waste, Transit and Engineering). Wastewater, Transit and Solid Waste services are provided under contract. Library services in Santa Paula are provided by the Blanchard/Santa Paula Library District.

OVERVIEW

On November 16, 2022, the City of Santa Paula announced that Chevron, in partnership with its affiliate Union Oil Company of California, made a generous offer to donate the historic former headquarters of Union Oil Company of California to the City. This donation would include the building, a \$2 million grant to facilitate necessary maintenance, and select memorabilia displayed in the museum. Since December, staff has been conducting due diligence and negotiating a transfer agreement which would establish the City as the permanent owner of the property. In addition, the City established an ad hoc committee to assist in the evaluation of the property transition and future use of the facility.

To ensure broad community involvement in shaping the future of this historic property, the City hosted a series of community workshops over the past several months to gain community input on future uses for the building. After two standing room only workshops, attendees recommended to city staff to host a third workshop event, focused on youth feedback, which was conducted on September 26, 2023. Additional details from the workshops can be found at: <https://www.spcity.org/707/Union-Oil-Building>

Overall Goals:

- Re-establish the building's preeminence in the community.
- Enrich community culture.
- Involve all community members from various generations.
- Bring tourism to the facility and the city as a whole.
- Enhance the building's functional use taking into consideration the wants of the community.
- Possibly function as a mixed use space.



COMMUNITY FEEDBACK – TYPES OF USE

The workshop attendees proposed various uses for the Union Oil Building, including a coffee shop, art gallery, historical preservation site, youth activities hub, and a community gathering space. Other suggestions encompassed a learning center, retail spaces, and an education center.

During the workshops participants emphasized historical preservation, foot traffic, and the building's potential as a social and community gathering space. Education and outreach were central themes, with a focus on broad accessibility. Additionally, the idea of incorporating retail spaces, a learning center, and educating about future energy and climate change remained prominent.

Overall, participants expressed a strong interest in preserving the building's history while transforming it into a vibrant, educational, and community-oriented space.

COMMUNITY FEEDBACK – TYPES OF ACTIVITIES

The workshop attendees provided a wide range of suggestions for activities within the Union Oil Building. These ideas included lectures, STEAM activities, art exhibits, a library, job skill training, and the establishment of a science center.

Additionally, participants emphasized the following:

- importance of hands-on activities, community education, and partnerships with educational institutions.
- the need for rotating exhibits in science and technology, as well as exhibits related to local history, including the St. Francis Dam.
- incorporating a library
- job skills training
- maker space for crafts and item sales
- science center, climate change and energy-related exhibits, and providing support for learning
- Educators emphasized the potential for the building to showcase geology, history, and events, particularly on the second floor.

Feedback from youth workshops underscored desires for physical activities like rock climbing and basketball courts, as well as spaces for relaxation and socialization. The youth envisioned a diverse range of activities, including gaming, arts and acting classes, history museums, and interactive learning spaces.

Overall, the suggestions reflect a strong interest in creating a multifaceted space that caters to education, hands-on experiences, community engagement, and recreational activities for people of all ages.

SCOPE OF SERVICES

The selected entity or organization will be responsible for:

- Tenant Improvements, Alterations, Modifications or Preservation**:
 - At the sole expense of the tenant(s), if you intend to make improvements, alterations or modifications to the building, or parts of the building, please provide a detailed plan along with estimated costs. If you intend to preserve the building or parts of the building, please provide a plan. In both scenarios, please address the plan for any current displays, furniture, etc. which may need to be moved, stored or adjusted by the occupant dependent on the proposal.
- Usage Proposal:
 - Provide a detailed proposal outlining the intended use(s) of the building. This may include commercial, cultural, or community-oriented activities. Elaborate on whether you are interested in the entire building, a portion(s) of the building and outline specific spaces and intended usage(s).
- Timeline:
 - Provide a realistic and achievable timeline for preparations and commencement of operations.
- Financial Plan:
 - Present a detailed financial plan with a minimum 3 year pro forma demonstrating the feasibility of the proposed project. This should include anticipated costs, funding sources, and revenue projections. A financial plan with a 5 year pro forma, anticipated costs, funding sources, and revenue projections is highly desirable.
- Maintenance:
 - Tenant(s) will be responsible for day to day maintenance of the property including landscaping, custodial services, cosmetics, removal and disposal of trash and debris on the property, including parking areas and spaces.

*** Due to the historical nature of the building, there could be limitations to improvements, alterations or modifications.*



PROPOSAL REQUIREMENTS

The proposal shall demonstrate the qualifications, competence, and capacity of the organization(s) to provide the services in accordance with the requirements of the RFP. The proposal shall specify an approach that will meet the RFP requirements.

The proposal shall contain the information as set forth in this section at a minimum. Failure to include this information, or an incomplete response, may be cause for disqualification. The proposals will be used to evaluate and select the most qualified firm or firms.

The proposal shall include the following information as a minimum:

- Transmittal cover letter signed by the person or persons authorized to represent the company.
- Executive summary.
- Company's name, background, and contact person, including corporate office and local office address, city, state, zip code, telephone number, facsimile number, web site address, and electronic mail address.
- Company profile, corporate structure, background, organizational chart and experience.
- Board of Directors Listing including: name, professional affiliation, email address, phone number, and board position
- Descriptions of the proposed staffing plan.
- All existing and past financial relationships including agreements between your company and proposed subconsultants, with current Members of the City Council and City staff, and entities for which said members are employed, or have an interest, both past and present. If there are none, the proposal shall clearly state this. The Members of the City Council can be viewed at <https://www.spcity.org/250/City-Council>.
- A detailed explanation of why the company is best-suited to provide these services, and why participation will make the Project successful. The company's related experience, qualifications, expertise, experience, areas of specialization, and government contracts shall be stated.
- A detailed scope of work addressing the company's approach. Address the scope of services as presented, but include other approaches, items, budgets or considerations; or exceptions and additions. Additionally, please express your rent expectations, accommodations or profit sharing model. **The scope of work should not exceed 10 pages total.**
- Two-years of tax returns for the organization including annual reports.
- Two consecutive years of operating budgets with planned and actual numbers.
- Three to five references.

One (1) original, two (2) hard copies, and one searchable pdf file on USB drive of the proposal shall be submitted at the address set forth below, no later than 4:00 P.M. Friday, February 2, 2024:

City of Santa Paula
City Clerk
970 E. Ventura Street
Santa Paula, CA 93060

The proposal shall be sealed in an envelope. The name and address of the firm shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the firm, e.g. Envelope 1 of 3, as required.

A proposal may be amended only if the City receives such amendment before the deadline stated herein for receiving proposals.

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, or sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. LATE PROPOSALS WILL NOT BE ACCEPTED.

Pre-Proposal Meeting & Site Visit

A pre-proposal meeting and site visit for this RFP will be held on December 7, 2023 at 10:00 a.m. in person at 970 E. Ventura Street, Santa Paula CA 93060.

Before submitting a proposal, each Operator shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Proposal will rely. If the proposed Operator(s) receives an award as a result of its submitted Proposal, failure to have made such investigations and examinations will in no way relieve the proposed operator from its obligation to comply in every detail with all provisions and requirements of the documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the operator for additional compensation.

EVALUATION CRITERIA

From the proposals received, the City will select the most qualified organization(s). Selection will be based on the following:

Criteria	Assigned Value
Years Providing Relevant Services	10
Business Plan / Proposal	30
Financial Resources & Organization Stability	30
Ability to Maintain the Space	15
Tenant Improvements	10
How Does It Serve the Community	5
Total	100



CONTRACT DURATION & SCHEDULE

The duration of the contract will be at a minimum five years and is anticipated to begin in April/May 2024 with the ability to extend the contract annually based on performance and satisfactory terms for the extension.

The tentative schedule for consultant selection is as follows:

Release/advertisement	November 27, 2023
Preproposal Meeting	December 7, 2023
Proposal Due	February 2, 2024
Proposal review	February 2024
Interview Schedule	February/March 2024
Presentation to Council & Staff Recommendation	March 2024
Contract and scope negotiation	March/April 2024
Contract approval by City Council	April/May 2024

Services to be Provided by City

The services to be provided by the City will include the following:

1. General direction to the operating organization(s).
2. RFP advertisement including responding to public inquiries other than bidder inquiries; and distributing bid documents, bidder clarifications, and addenda, if needed.

Other separate professional services to be administered by the City for the Project will include the following:

1. Planning, design, and construction of capital improvement projects.

Right to Reject Any or All Proposals

The City reserves the right to reject any or all proposals or to select the proposal most advantageous to the City. The City reserves the right to verify all information submitted in the proposal. The City reserves the right to amend the RFP or issue a notice of amendment. The City reserves the right to reject any and all proposals and to waive any

informality, irregularity, or technicality in any proposal. The posting of this RFP is not a guarantee that services will be contracted by the City.

The City may reject a proposal from any firm/company who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject a proposal from the firm who is not in a position to perform such a contract satisfactory. The City may reject a proposal from any firm who is in default of payment of taxes, licenses, or other monies due to the City.

No compensation will be made for the cost of preparing any proposal. All submitted materials of a proposal will become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

Evaluations of the proposals will be available for public inspection at the conclusion of the selection process.

Submission of a proposal constitutes acceptance of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted.

A copy of the City's Standard License Agreement to which the organization(s) will be required to enter into with the City is attached as an example.



INSURANCE REQUIREMENTS

Insurance shall be obtained and maintained at all times during the term of the Professional Services Agreement, and not less than the following coverage and limits of insurance under forms of policies satisfactory to the City:

1. Commercial General Liability, limit \$1,000,000 per occurrence to cover bodily injury and property damage.
2. Commercial Automobile Liability, limit \$1,000,000 per occurrence to cover bodily injury and property damage.
3. Workers' Compensation Insurance, Statutory Limits of State of California, including \$1,000,000 Employers' Liability.
4. Professional Liability (errors and omissions) in the amount of \$1,000,000 per occurrence/\$2,000,000 policy aggregate.

Proof of insurance shall be submitted before award of the Professional Services Agreement. The insurance company shall be an admitted carrier in the State of California with an A.M. Best rating of A-IV or better.

All insurance required pursuant to an acceptable services agreement shall:

1. Name the City of Santa Paula, its employees, city council members, officers, and agents as additional insureds.

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into this ____ day of _____ by and between the City of Santa Paula, a municipal corporation ("City") and _____, a [insert entity type] ("Licensee"). City and ____ are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City owns and operates and maintains _____ located at _____ Santa Paula Ca 93060 and all appurtenant buildings, structures and facilities located thereon ("Property").

B. WHEREAS, the City wishes to grant a license to Licensee to enter the Property for the purpose of _____ ("Activity") within the _____ ("Facility"), which is located on the Property.

C. WHEREAS, the City desires to make the Facility available to Licensee to conduct the Activity within the Facility in accordance with the terms in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the common understandings and cooperative relationships between the Parties that relate to _____ access to the Property and use of the Facility for the Activity.

2. **Grant of License.** Subject to the terms and conditions hereinafter set forth, City hereby grants to _____ a revocable, non-exclusive license for the right to enter upon the Property and use the Facility for the Activity (the "License"). _____ acknowledges and agrees that this License is granted solely for use of the Facility for the Activity.

3. **Term.** The term of this Agreement and License shall be from _____ to _____, unless earlier terminated as provided herein.

4. **Fee.** There is currently no fee for use of the Facility. However, the City reserves the right to assess a reasonable fee during the term of this agreement, provided the parties enter into a written amendment..

5. **Termination.** City, through its City Manager or his or her designee, may terminate this Agreement and revoke this License without cause upon providing written notice to _____ no less than thirty (30) days prior to the effective date of termination. _____ may terminate this Agreement without cause upon providing written notice to City no less than thirty (30) days prior to the effective date of termination.

6. **Release of Liability.** All _____ members, their visitors and guests shall sign a City release of liability form prior to participation in the Activity. _____ agrees to provide all said forms to the _____ within five (5) business days of receipt.

7. **Equipment.** _____ shall provide City with a list of equipment owned by the _____ that the _____ is storing, or intends to store, at the Facility. _____ shall provide this list to City and update it yearly no later than _____ of the then current year. City assumes no responsibility or liability for the equipment, or any other personal property, brought to the Facility by the _____.

8. **Keys to Facility.** City will issue _____ up to two (2) sets of keys to the Facility that will be monitored by _____. _____ shall return the keys to the City upon termination or expiration of the term of this Agreement. _____ shall not make any copies of the keys or change any locks to the Facility without the prior written permission of City.

9. **Facility Use.**

a. City will make the Facility available for _____ use _____ through _____ from _____am to _____ pm. _____ members, their guests and visitors shall only have access and permission to use and access the Facility during the days and times set forth herein. Notwithstanding the preceding sentence, _____ members may use the Facility outside the days and times set forth herein with the prior approval of the Parks & Recreation Department Director or his/her designee.

b. City reserves the right to use and access the Facility at any time, including, but not limited to, those days and times that _____ is authorized to use and access the Facility pursuant to this Agreement. When City, in its sole and absolute discretion, has decided to use the Facility for any purpose, _____ shall not be authorized to use or access the Facility. City also reserves the right to close the Facility any specific day or extended period of time. In most cases, the City will give _____ three (3) working days' notice before closing and/or using the Facility.

c. _____ shall pay all for all utilities on days _____ members use the Facility including but not limited to water, electricity, telephone, broadband, and other telecommunications services.

10. **Maintenance.** _____ shall maintain the Facility and the area immediately surrounding the Facility free of litter, trash and other debris. _____ shall cooperate with City staff as requested and shall conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property.

11. **Restoration.** Upon termination or expiration of the term of this Agreement, _____ shall, at its sole cost and expense, promptly, safely, and carefully remove all personal property and any debris and trash from the Facility and restore the Facility to its original condition in which the Facility existed immediately prior to the date of this Agreement. If _____ fails to commence performing the work required by this Section within thirty (30) calendar days following expiration or the earlier termination of this Agreement, or if _____ fails to diligently perform all work required by this Section to its completion, then City shall have the right to perform such work without risk, exposure, or liability and without further notice to _____. In such event, _____ shall reimburse City for all costs and expenses reasonably incurred by City in performing such work, within thirty (30) calendar days of written notice. Upon receipt of payment, City shall return any personal property and other equipment removed by City pursuant to this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Any personal property left at the Facility shall be deemed abandoned if _____ does not claim the property and pay within thirty (30) calendar days of written notice any: (i) outstanding restoration costs; (ii) storage fees; and (iii) other reasonable costs paid by City. In addition to the remedies contained in this Section, City may avail itself of all other rights and remedies under any applicable law.

12. **No Real Property Interest.** It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Facility or Property to _____.

13. **Liens.** _____ shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to _____ actions upon the Property. _____ agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

14. **Indemnification.**

a. To the fullest extent permitted by law, _____ shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Santa Paula, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) this Agreement; (ii) the License; (iii) _____ use of the Property and Facility; (iv) state of repair of the Facility; or (v) presence of _____ personal property. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. _____ obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then _____ indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from _____ duty to indemnify. _____ shall be obligated to defend, in all legal, equitable, administrative, or special proceedings immediately upon tender to _____ of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve _____ from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if _____ asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, _____ shall submit a claim to the City of Santa Paula for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

c. This Section shall survive the termination or expiration of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

15. **Insurance.**

a.

b. _____ shall obtain and maintain during the term of the License the insurance coverages as specified in **Exhibit A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that _____ obtain and maintain such insurance coverages.

16. **Assumption of Risk and Waiver.** To the maximum extent allowed by law, _____ assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, any loss, damage or injury to personal property or Personnel, or any loss damage or injury to any other property of, or under the control or custody of, _____, which is on or near the Property. _____ assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Property or any accident, fire or other casualty on the Property. _____, on behalf of itself and its Personnel as a material part of the consideration for this Agreement, hereby waives all claims and demands against City for any such loss, damage or injury of _____ and/or its Personnel. In that connection, _____ waives the benefit of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

INITIALS OF LICENSEE _____

The provisions of this Section shall survive the termination of this Agreement. As used in this Section, "Personnel" means the _____, or its officers, directors, affiliates, members, volunteers or anyone directly or indirectly employed by _____ or for whose acts _____ is liable.

17. **Notices.** Any notices, requests or approvals given under this Agreement from one party to another shall be in writing and shall be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, by certified mail, return receipt requested to the addresses of the other party as stated in this Section, and shall be deemed to have been received at the time of personal delivery or three (3) days after the date of deposit for mailing. Notices shall be sent to:

If to City: Parks & Recreation Director
 City of Santa Paula
 P.O. Box 569
 Santa Paula, Ca 93061
 Fax: 805-525-4998

If to Licensee: [NAME, TITLE]
 [ADDRESS]

18. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of City and Licensee to the same extent and effect as the same are binding upon and inure to the benefit of the Parties hereto.

FACILITY LICENSE AGREEMENT

19. **Assignment.** This Agreement is personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give City the right to immediately terminate this Agreement.

20. **Amendments and Modification.** This Agreement may be amended, modified or supplemented only by a written Agreement signed by all of the Parties hereto.

21. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

22. **Venue.** Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

23. **Attorneys' Fees.** In the event of a dispute between the Parties with respect to the terms and conditions of this Agreement, the prevailing Party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

24. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

25. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.

26. **Authority to Enter Agreement.** Each of the persons executing this Agreement on behalf of a Party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

27. **Effective Date.** This Agreement shall take effect immediately upon execution by the City.

28. **Entire Agreement.** This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties hereto any rights and remedies hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

[SIGNATURES ON FOLLOWING PAGE]

FACILITY LICENSE AGREEMENT

SIGNATURE PAGE TO FACILITY LICENSE AGREEMENT

CITY OF SANTA PAULA

LICENSEE

Dan Singer, City Manager

Name, Title

APPROVED AS TO FORM:

Monica Castillo, City Attorney

ATTESTED BY:

Julie Latshaw, City Clerk

FACILITY LICENSE AGREEMENT