

City of Santa Paula

City Council

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



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, MAY 15, 2024

6:30 PM - City Council Regular Meeting

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

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

CITY COUNCIL REGULAR MEETING

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

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

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

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

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

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

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

HOW TO VIEW ON YOUR TELEVISION, COMPUTER, OR MOBILE DEVICE: Watch from home live on the local Channel 10, or view the live feed on the city website at the following link: <https://www.spcity.org/523/Public-Meeting-Agendas>

NOTE: Special and Closed Sessions are not recorded and not available on Channel 10 or live feed on the city website.

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

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

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. PUBLIC COMMENT

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

6. PRESENTATIONS

6.A NATIONAL SMALL BUSINESS MONTH - PROCLAMATION

6.B **FINANCE DEPARTMENT REPORT**

RECOMMENDATION:

Staff recommends that the City Council receive and file the FY 2023/2024 Activity Report for the Finance Department.

6.C **PARKS & RECREATION DEPARTMENT ACTIVITY REPORT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Parks & Recreation Department's Activity Report for the period of January 1, 2024, to April 30, 2024.

Presented by: Gregory Barnes, Parks & Recreation Director

7. **CITY COUNCIL REPORTS**

8. **CITY MANAGER REPORTS**

9. **CONSENT CALENDAR**

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

9.A **APPROVAL OF MINUTES**

- **City Council Regular Minutes May 1, 2024**

RECOMMENDATION:

Staff recommends Council approve minutes.

9.B **APRIL 2024 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for April 2024, starting check number 336983 and ending check number 337250.
2. Review and accept the "Certification of Salaries" for the pay period ending dates April 5th, 2024, through April 19th, 2024.

9.C **WATER RECYCLING FACILITY PROCUREMENT POLICY WAIVER
VENDOR LIST**

RECOMMENDATION:

Staff recommends that the City Council:

Adopt Resolution No. 7517 approving exemption of certain suppliers from purchasing policy (§ 41.08 of Santa Paula Municipal Code) in accordance with state law, for purchases of goods and services related to the listed equipment at the WRF as recommended by Staff.

9.D **PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST
CONSULTING GROUP FOR PLAN REVIEW AND INSPECTION SERVICES
FOR BUILDING & SAFETY, AND ENGINEERING/GRADING.**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year Professional Services Agreement with Interwest Consulting Group to provide building plan review and inspection services, with a not-to-exceed amount of \$80,000 per fiscal year, subject to review by City Attorney.

2. Take such additional, related action that may be desirable.

10. PUBLIC HEARING

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

10.A

RESOLUTION NO. 7515 DECLARING THE CITY'S INTENT TO GRANT A FRANCHISE TO ESVOLTA, LP FOR UNDERGROUND INTERCONNECTION AND TRANSMISSION EQUIPMENT IN, ALONG, ACROSS, UPON, AND UNDER CERTAIN PUBLIC STREETS AND RIGHT-OF-WAY WITHIN THE CITY OF SANTA PAULA

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 7515 and schedule a public hearing for June 5, 2024 to discuss and consider the adoption of an Ordinance granting a franchise to esVolta, LP to use or lay and use interconnection and transmission wiring and appurtenances for the purpose of transmitting and distributing electricity in, along, across, upon, and under certain public streets and right-of-way within the City of Santa Paula.

Presented by: Tom Tarantino, Planning & Economic Development Manager

10.B

VENTURA COUNTY WATERSHED PROTECTION DISTRICT'S BENEFIT ASSESSMENT PROGRAM FOR FY 2024-2025

RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing;
2. Receive testimonial and documentary evidence from the public, if any;
3. Close the public hearing;
4. Adopt Resolution No. 7516 authorizing the City Manager to allow City participation in the Ventura County Watershed Protection District's Benefit Assessment Program for FY 2024-25 and continue the City's

assessment of \$37.74 per Benefit Assessment Unit (BAU) per year to fund a portion of the City's Stormwater Management Program.

Presented by: Clete J. Saunier, Public Works Director

11. ACTION ITEMS

11.A 5-YEAR PAVEMENT MANAGEMENT PLAN UPDATE RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the updated 5-Year Cycle 1 Pavement Management Plan
2. Provide staff direction on recommendations related to 5-Year Cycle 2 Pavement Management Plan

Presented by:

Clete J. Saunier, Director of Public Works
Robert Woodward, m6 Consulting, City Engineer

11.B MAIN STREET CROSSWALKS CONTRACT AWARD RECOMMENDATION:

Staff recommends that the City Council:

1. Award a Construction Contract to J.L. Plank Inc. dba Cen-Cal Construction for the construction of the Main Street Crosswalk Improvements in the amount of \$803,803 and authorize the City Manager to execute the contract in a form approved by the City Attorney;
2. Authorize the City Manager or his designee to approve contract change orders to the Construction Contract as required and verified by staff in an amount not to cumulatively exceed \$80,380.30 and an allowance of \$80,380.30 for construction management, inspection, materials testing, and engineering support services for the Main Street Crosswalk Improvements project.
3. Approve budget adjustments as noted in the Fiscal Impacts section Table 1.

Presented by: Clete Saunier, Public Works Director

11.C THIRD QUARTER FISCAL REPORT RECOMMENDATION:

Staff recommends that the City Council

1. Approve Resolution No. 7518 Adopting a Balanced Budget Policy
2. Approved the budget allocation noted in the Fiscal Impacts Section

Presented by: Finance Director Christy Ramirez

11.D ANALYSIS OF SANTA PAULA MUNICIPAL CODE RELATED TO VEHICLE

CRUISING

RECOMMENDATION:

It is recommended that the City Council:

Provide direction to staff as needed, regarding what changes to make to the City's Municipal Code, if any.

Presented By: Seth Merewitz, Interim City Attorney

11.E **APPOINTMENTS TO COMMISSIONS AND COMMITTEES**

RECOMMENDATION:

Staff Recommends that the City Council:

1. Appoint applicants to the Affordable Housing Trust Fund Oversight Committee.

Presented by: Julie Latshaw, City Clerk

12. ITEMS FOR FUTURE AGENDAS

12.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items and give consideration to one Councilmember request for future discussion and action.

Presented by: Dan Singer, City Manager

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On _____, at _____ Signed: _____

Julie Latshaw

City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: FINANCE DEPARTMENT REPORT

Date: May 15, 2024

Agenda Item: 6.B

RECOMMENDATION:

Staff recommends that the City Council receive and file the FY 2023/2024 Activity Report for the Finance Department.

BACKGROUND:

Accounts Receivable

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

Accounts Payable

Finance processes disbursements to cover financial commitments of the City, maintains files for all City payments to vendors and contractors, and issues business license and utility deposit refunds. January through March of FY 23/24, accounts payable staff processed 2,627 invoices totaling over \$12.5 million dollars. This total consists of \$6.4 million in bond payments, \$4.7 million in payroll related expenses such as the unfunded accrued liability payment and regular taxes.

Purchasing

Staff continues to work with various departments to issue requests for proposals, assist in purchasing of materials, and processing purchase orders and requisitions. Over 29 new purchase orders were created between January and March 2024 totaling \$1.1 million.

Business and Dog Licenses

On January 1, 2024, the Business License tax payment period began for the calendar year and are deemed as delinquent as of February 10, 2024. These licenses will be in effect until December 31, 2024. Finance staff worked through their busiest time of year for business licenses (Jan-Feb), processing hundreds of payments, following up on missing items, and

fielding hundreds of calls monthly. Unfortunately, due to budget constraints we are unable to fill this full-time position at this time, so our Accounting Specialist continues to pull double duty.

Utility Billing

Staff continues to work with residents on utility payments and providing available assistance to avoid shutoffs when possible, communicating shutoff language in line with the Senate Bill 998 requirements. Shutoff trends are lower than what was experienced prior to the pandemic.

MISCELLANEOUS

In the first and second quarter of the 23/24 Fiscal Year, Finance staff has also:

- Assisted with Sports Park Contract Administration
- Assisted with Redtail development discussions
- Worked on completing the 2022 and 2023 audit
- Assisted with FEMA reimbursement requests
- Extended a job offer for the Customer Service Representative position
- Attended the California Society of Municipal Finance Officers annual conference
- Worked with Water staff to address meter and billing issues. Additional information will be included in staff's presentation to Council.

ANALYSIS:

None.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

None

OPTIONS:

Council may:

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

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: PARKS & RECREATION DEPARTMENT ACTIVITY REPORT

Date: May 15, 2024

Agenda Item: 6.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Parks & Recreation Department's Activity Report for the period of January 1, 2024, to April 30, 2024.

Presented by: Gregory Barnes, Parks & Recreation Director

BACKGROUND:

From the period of January 1st through April 30th, the Parks and Recreation Department worked on and executed the following:

RECREATION & COMMUNITY SERVICES

Youth Classes	Number of Participants
Piano	18
Folklorico Dance	31
Archery	73
Taekwondo	94
Gymnastics	258

Youth Sports	Number of Participants
Cheer Squad	148
Basketball	608

City Corps

City Corps Leader Trainees worked a total of 2,149 hours completing 457 projects across the city, some of these projects include:

- Event Logistics
- Town Keeping

- Assists with the Water Division
- Senior Nutrition (Meal Preparation and Delivery)
- Graffiti Abatement
- Tree Healthcare

California PAL Youth Apprenticeship Readiness Accelerator (YARA)

The California PAL Youth Apprenticeship Readiness Accelerator is a pre-apprenticeship program in collaboration with LiUNA who utilizes the Multi-Craft Core Curriculum of the NABTU (North America's Building Trades Unions) to help hands-on problem-solvers enter a new career path through accelerated training and introductions to local building trades and registered apprenticeships. This 12-week pre-apprenticeship is available to youth and young adults in Santa Paula from ages 16-24 and will cover:

- The Construction Industry
- Tools and Materials
- Construction Health & Safety
- Blueprint Reading
- Basic Math for Construction
- Heritage of the American Worker
- Diversity in the Construction Industry
- Green Construction
- Financial Literacy

An advisory council has been formed, comprised of City Staff, Santa Paula Unified School District Staff and various Community Organizations. These collaborators will actively develop and execute the implementation of YARA and share the roles of the Advisory Council, which include:

- Lending industry related expertise
 - Academic Tutoring for GED, Diploma or Advanced Learning/College
 - Financial Literacy
 - Resume Building/Interviewing Skills
- Assist with recruitment efforts
- Participate in YARA Program Volunteer Opportunities
 - CAL PAL Life After High School Conference
 - Building Projects
 - Graduation Week Activities

Recruitment has begun, those interested can submit an application online (<https://yara.californiapal.org/santapaula-santabarbara-application/>). Our first cohort begins on June 27th.

Adult Classes	Number of Participants
Archery	31

Adult Sports	Number of Participants
Pickleball	118
Kickball	6 Teams: 90 Participants

COMMUNITY EVENTS

Over the past four months the Department has hosted and collaborated on a number of

community events, these events include:

Easter Egg Hunt

On Saturday, March 23, Teague Park transformed into a hub of excitement during the city's annual Easter Egg Hunt. From 11:00 AM to 2:00 PM, families enjoyed wagon train rides, bouncing fun in inflatable houses, browsing through goods from local vendors, and pictures with the Easter Bunny. It was a successful event filled with laughter, exploration, and the spirit of togetherness. Over 550 residents came out to Teague Park and over 2,500 eggs were distributed.

Arbor Day

On April 6th, community members came together at 9:00 AM at Railroad Plaza Park for a brief ceremony and to plant nine trees. Thank you to everyone who participated in making our community greener and more vibrant.

Santa Paula Beautiful

The department hosted a volunteer cleanup and beautification event on April 20th. The focus was Railroad Plaza Park, the rose garden, the bike path and the Moreton Bay Fig Tree. Over a hundred volunteers participated in the beautification event, all of which were treated to lunch.

Union Oil Building Dedication & 122nd Anniversary

Thanks to the generous support of Chevron, the historic California Union Oil building now stands as a proud addition to our city's rich heritage. This remarkable contribution adds to the cultural and architectural significance of Santa Paula, further enriching our community. On April 27th, we commemorated the 122nd anniversary of Santa Paula's incorporation as a city. The special dedication event and anniversary brought together residents from all walks of life to honor our past, celebrate our present, and look forward to the future of Santa Paula.

Santa Paula Proud Volunteer Program

We currently have 242 volunteers, up 92 volunteers since the last department report. These 242 volunteers assist with everything from delivering a warm meal to seniors to coaching basketball. During this time period volunteers logged 1,363 hours, nearly double the number of hours when compared to the last department report, this is in part due to the utilization of the new volunteer tracking software. These 1,363 volunteer hours equate to a value of \$43,343.40 according to independentsector.org and givingcompass.org.

SENIOR SERVICES

There are over 250 seniors currently participating in various programs and classes at the Senior Center. These classes include:

- Enhanced Fitness
- Mat Yoga
- Chair Yoga
- Creative Writing Club
- Knitting Club
- Zumba

The Senior Center programming continues to include monthly movies and luncheons which are hosted in the auditorium. During this time the Senior Center hosted four luncheons all of which averaged over 100 attendees.

Senior Nutrition Program

From January 1st till April 30th of 2024 the Senior Nutrition Program served the following number of meals:

Congregate Meals	3,354
Homebound Delivery Meals	4,591
Meals Served FY to Date (April 30th)	18,314

Santa Paula Master Plan for Aging

The Santa Paula Master Plan for Aging is in its early stages, laying the groundwork for a future that prioritizes the well-being of our older residents. Initial steps include assessing the needs of seniors, identifying areas for improvement in accessibility, healthcare, and social services. The plan envisions a future where aging residents can thrive independently, and efforts are underway to establish the foundational framework necessary for achieving this goal. As the plan gains momentum, the focus remains on building a strong foundation that will support a vibrant and inclusive community for individuals as they age in Santa Paula. Since the last department report a workgroup has been formed and has met to draft a scope of work to solicit to consulting firms.

PARKS & FACILITIES

During this time period our Parks & Facilities staff have:

- Completed installation of baseball/softball bollards, involving the placement of 8 yards of concrete, footings, grading, rebar placement, and installation of new fencing at George Harding Park.
- Successfully installed the backsplash in the administration conference room, finalizing the project.
- Implemented re-seeding project at Las Piedras Park, which encompassed aerating, grading low spots, re-seeding, verti-cutting, and the application of topsoil to enhance the park's aesthetic appeal and functionality.
- Coordinated and completed weed abatement efforts with Cal Fire at the Barranca and Water Recycling facility, ensuring compliance with safety regulations and maintaining the integrity of our infrastructure.
- Undertook comprehensive maintenance of the Moreton Bay Fig Tree area, including roto-tilling the surrounding soil, installing new irrigation, and applying fresh mulch, enhancing the vitality and aesthetics of this iconic landmark.
- Conducted monthly "Lunch & Learns" with staff to enhance skills and knowledge, fostering a culture of continuous improvement and professionalism.
- Assisted with organizing and preparing for the Arbor Day event, which included the planting of 9 trees and 2 shrubs, contributing to the beautification of our city.
- Prepared community center for mural installation.

Work Orders Issued	2,198
Work Orders Completed	2,190

Tree Maintenance Report

Planted	10
Removed/Fallen	1
Pruned	91

Fagan Barranca Park Master Plan

Staff is working alongside a local landscape architect to create a Barranca Park Master Plan. A conceptual design has been completed. Staff anticipates holding a number of community events over the next 6-8 months to garner input and support.

ADMINISTRATION

- Continued to work with RWC (Project Management) on various CIP projects. These projects include:
 - City Hall Campus Security Fencing
 - Phase I Police Department Remodel
 - Teague Park Restrooms
 - Mill Park Restrooms
 - Community Center Emergency Generator
 - SPPD Generator
 - 10th Street Beautification Project
 - Community Center Storage Facility
 - Recreation Park
 - Youth Center Feasibility Study
 - After meeting with current youth center participants, a conceptual design has been completed. City and RWC staff have begun meeting with youth center participants to review designs and gather input.
 - Received Tree City USA designation for the third year in a row.
 - Submitted the CAL Fire Greenhouse Gas Reduction Grant reimbursement for \$278,272 for Eucalyptus fuel removal at both Teague and Barranca Park.
 - Welcomed Kassidy Straetz as a new youth commissioner to the Recreation Commission.
 - Staff attended the 2024 California Parks and Recreation Society Connections Conference in Palm Springs in March.
 - Finalized the Community Center Mural project in partnership with the Santa Paula Chamber of Commerce.
 - Worked alongside the Rotary Club Fireworks Committee to secure a vendor for the 4th of July event.
 - Along with the Union Oil Building RFP Committee, reviewed submitted RFPs and conducted in person interviews with potential future users.

Facility Rentals

Cultural Arts Building	7
Train Depot	15
Community Center	25

Park Rentals & Reservations

Recreation Park	3
McKevett Park	17
Las Piedras Park	24
Teague Park	93
Harding Park	245

Permits, Banners & Other Transactions

Film Permits	0
Main Street Banner	1
Teague Park Banner	2
Special Event Permits	4

ANALYSIS:

None.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

No fiscal impact.

OPTIONS:

None.

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES

- City Council Regular Minutes May 1, 2024

Date: May 15, 2024

Agenda Item: 9.A

RECOMMENDATION:

Staff recommends Council approve minutes.

BACKGROUND:

An account of all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meeting proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available. Unless requested by a majority of the quorum, the minutes may be approved without reading.

ANALYSIS:

None.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan, however, the Minutes shall constitute the official record of the Legislative Body.

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

None.

ATTACHMENTS:

[2024.05.01 City Council Regular Minutes.pdf](#)



**CITY OF SANTA PAULA
City Council Regular Meeting
May 1, 2024, 6:30 PM
MINUTES**

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Cornejo called the meeting to order at 6:30 p.m.

2) INVOCATION

Father Tom provided the Invocation.

3) FLAG SALUTE

Councilmember Juarez led the flag salute.

4) ROLL CALL

Members Present: Leslie Cornejo, Pedro A Chavez, Carlos Juarez, and Andy Sobel

5) PUBLIC COMMENT

Elvia Hernandez was called to speak providing pictures of sidewalks at the intersection of Ojai and Harvard, with safety issues, including the need of lights.

6) PRESENTATIONS

6.A) SANTA PAULA FUTBOL CLUB XTREME RECOGNITION

Manny Elizarraraz was called to speak recognizing the Santa Paula Futbol Club Xtreme members for numerous championships.

Mayor Cornejo presented recognition certificates to the Santa Paula Futbol Club Xtreme members Jonathan Castaneda, Erick Magana, Hector Ramirez, Oscar Mendez, Ramiro Guillen, Jonathan Sierra, Emilio Magana, Sebastian Magana, Adrian Rosales, Aldo Alvarado, Erwin Hernandez, Steven Arevalo, Diego Magana, Jaret Mosqueda, Jordan Flores, Joseph Meza, Johnny Alvarado, Acsin Franco, and Head

Coach Ricardo Saldana, and Assistant Coachs Jimmy Flores and Javier Magana.

6.B) MIGRANT SPEECH AND DEBATE RECOGNITION

Cynthia Salas and Mike Winters were called to speak on the Migrant Speech and Debate.

Mayor Cornejo presented Certificates of Recognition for their part in the Migrant Speech and Debate to Bianey Mina, Yuleydi Mina, Ernesto Adame, Kevin Lopez Jaramillo, Ashley Mina and David Tellez.

6.C) OLDER AMERICANS' MONTH PROCLAMATION

Mayor Cornejo presented the Older Americans' Month Proclamation to Renee Bell with the Parks & Recreation Commission.

6.D) 2024 NATIONAL PUBLIC WORKS WEEK PROCLAMATION

Mayor Cornejo provided the 2024 National Public Works Week Proclamation to Public Works Director Clete Saunier, and Public Works staff Frank Almazan, Alejandro Manero, Isaac Calderon, Andrew Sumanting, and City Engineering Consultant Bob Woodward.

6.E) PUBLIC WORKS DEPARTMENT ACTIVITY REPORT FOR DECEMBER 2023 - MARCH 2024

Public Works Director Clete Saunier presented the Public Works Department Activity Report for December 2023 - March 2024.

7) CITY COUNCIL REPORTS

Councilmember Juarez:

Attended Santa Paula Beautiful event; Police Department volunteers appreciation event; State of the City; Dedication of the Union Oil Building and celebration of 122-year Anniversary of the City of Santa Paula; Art Show at Odd Fellows; and announced upcoming Cruise Night.

Councilmember Sobel:

Attended the monthly Birthday Celebration; Economic Development Committee; State of the City; Cycle Cal Coast; Leadership Academy; K-9 Foundation fundraiser; Isabella Project for Early Childhood Education; and sat in on a call for climate action plan.

Vice Mayor Chavez:

Table until the next meeting.

Mayor Cornejo:

Attended Santa Paula Beautiful event; Police Department volunteers appreciation event; provided State of the City speech; Dedication of the Union Oil Building.

8) CITY MANAGER REPORTS

City Manager Singer:

Attended all the same events; Union Oil Building was a highlight with a corporation gift to our community; Leadership Academy; and announced upcoming events.

9) CONSENT CALENDAR

9.A) APPROVAL OF MINUTES

City Council Special Minutes April 17, 2024

City Council Regular Minutes April 17, 2024

9.B) AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH m6 CONSULTING, INC.

9.C) AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PHOENIX CIVIL ENGINEERING FOR THE HARVARD BOULEVARD WATER AND SEWER PIPELINE REPLACEMENT AND PAVING REHABILITATION PROJECT

9.D) WATER RECYCLING FACILITY CHEMICAL SUPPLY AGREEMENT

9.E) VENTURA COUNTY GRANT FUNDING AGREEMENT AND BUDGET APPROPRIATION

Motion: Approve Consent Calendar.

Moved by Pedro A Chavez, seconded by Andy Sobel

Vote: Motion carried 4-0

Yes: Leslie Cornejo, Pedro A Chavez, Carlos Juarez, Andy Sobel

10) PUBLIC HEARING

10.A) REVIEW THE 2023 MILITARY EQUIPMENT ANNUAL REPORT AND RENEW ORDINANCE 1315, APPROVING THE MILITARY EQUIPMENT FUNDING, ACQUISITION AND USE POLICY FOR THE SANTA PAULA POLICE DEPARTMENT.

Mayor Cornejo opened the public hearing.

Commander Eric Starna presented information on the Police Department's Annual Military Equipment Report approving the Military Equipment Funding, Acquisition and Use policy.

With no public comments, Mayor Cornejo closed the public hearing.

Motion: Approve the Police Department's Annual Military Equipment Report approving the Military Equipment Funding, Acquisition and Use policy as required by Government Code 7072 (AB 481), and renew Ordinance 1315.

Moved by Andy Sobel, seconded by Carlos Juarez

Vote: Motion carried 4-0

Yes: Leslie Cornejo, Pedro A Chavez, Carlos Juarez, Andy Sobel

11) ACTION ITEMS

11.A) AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AMENDMENTS

Jonathan Royas, Deputy City Manager presented this item.

Motion: Approve amendments to recent ARPA reallocations; and Adopt Resolution No. 7514 memorializing an amendment to the ARPA allocations.

Moved by Andy Sobel, seconded by Carlos Juarez

Vote: Motion carried 4-0

Yes: Leslie Cornejo, Pedro A Chavez, Carlos Juarez, Andy Sobel

11.B) APPOINTMENT TO THE MEASURE T OVERSITE COMMITTEE

City Clerk Julie Latshaw presented this item.

Motion: Approve appointment of applicant Edd Bond to the Measure T Oversight Committee.

Moved by Andy Sobel, seconded by Pedro A Chavez

Vote: Motion carried 4-0

Yes: Leslie Cornejo, Pedro A Chavez, Carlos Juarez, Andy Sobel

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

City Manager Dan Singer introduced Battalion Chief Pedro Aragon. Announced the Joint City Council and Planning Commission special meeting is scheduled for May 9th, covering the Municipal Code review process, and the projects and programs outlined in the Housing Element. Attorneys with Best, Best and Krieger are currently working on recommendation to update the Municipal Code for the Cruising Ordinance.

13) ADJOURNMENT

Mayor Cornejo adjourned the meeting in memory of Gary Nasalroad at 8:15 p.m.

ATTEST:

Julie Latshaw, City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: APRIL 2024 WARRANTS AND CERTIFICATIONS

Date: May 15, 2024

Agenda Item: 9.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for April 2024, starting check number 336983 and ending check number 337250.
2. Review and accept the "Certification of Salaries" for the pay period ending dates April 5th, 2024, through April 19th, 2024.

BACKGROUND:

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

Presented in the attached documents:

- a) CERTIFICATION OF ACCOUNTS PAYABLE CHECKS by check number range and dates. It also discloses any voided checks.
- b) EXPENSE REPORTS showing the amount and funds accounts payable came from.

The "Check Report" depicts the following columns:

- c) AP-ACCOUNTS PAYABLE for the vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check number (entitled 'number').
- d) PY-PAYROLL for benefit payments, insurance, retirement, etc. Benefits payable on behalf of City staff.
- e) Bank Code Summary by payment type.
- f) Fund Summary by fund the accounts payables utilized.

CERTIFICATION OF SALARIES

This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates April 5th, 2024, through April 19th, 2024.

ANALYSIS:

See the attachments for expense breakdown by respective fund.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

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

ATTACHMENTS:

[April 2024 AP and PR Certifications.pdf](#)

EXHIBIT A:
CERTIFICATION OF SALARIES

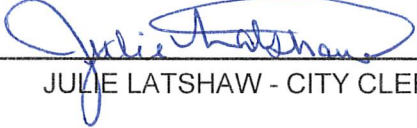
CERTIFICATION OF SALARIES

BEG. CHK #: 148430
ENDING CHK #: 148442

PAYROLL ENDING: 4/05/2024
PAY DATE: 04/12/2024

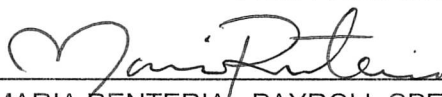
100	GENERAL FUND	\$	329,368.28
104	GENERAL FUND-MEASURE T	\$	75,257.86
206	STORMWATER PROGRAM	\$	551.49
280	STATE GAS TAX FUND	\$	13,883.97
405	AAA-AREA AGCY ON AG	\$	2,095.83
610	SEWER ENTERPRISE FUND	\$	7,572.02
620	WATER ENTERPRISE FUND	\$	67,817.92
702	EQUIP. MAINT. FUND	\$	11,681.09
		\$	508,228.46

CERTIFICATION
ALLOWED BY THE CITY COUNCIL



JULIE LATSHAW - CITY CLERK 5/8/24 DATED



PREPARED BY:


MARIA RENTERIA - PAYROLL SPECIALIST 5/6/24 DATED



BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR 5/7/24 DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,168.16	329,368.28
104-GENERAL FUND-MEASURE T	1,719.21	75,257.86
206-STORMWATER PROGRAM	8.21	551.49
280-STATE GAS TAX	343.76	13,883.97
405-AAA (AREA AGCY ON AGING)	88.75	2,095.83
610-SEWER	135.20	7,572.02
620-WATER	1,436.71	67,817.92
702-EQUIPMENT MAINTENANCE	247.00	11,681.09
Grand Total:	10,147.00	508,228.46

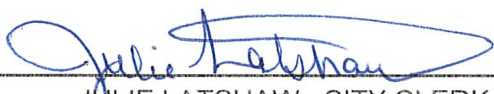
CERTIFICATION OF SALARIES

BEG. CHK #: 148443
ENDING CHK #: 148452

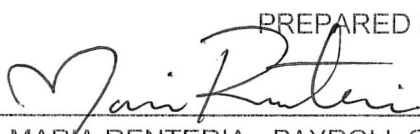
PAYROLL ENDING: 04/19/2024
PAY DATE: 04/26/2024

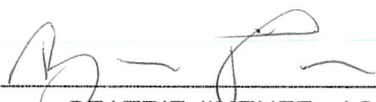
100	GENERAL FUND	\$	340,950.42
104	GENERAL FUND-MEASURE T	\$	76,853.98
206	STORMWATER PROGRAM	\$	550.63
280	STATE GAS TAX FUND	\$	16,720.60
405	AAA-AREA AGCY ON AG	\$	1,856.41
610	SEWER ENTERPRISE FUND	\$	7,722.85
620	WATER ENTERPRISE FUND	\$	64,346.25
702	EQUIP. MAINT. FUND	\$	11,681.09
		\$	520,682.23

CERTIFICATION
ALLOWED BY THE CITY COUNCIL


JULIE LATSHAW - CITY CLERK 5/8/24
DATED



PREPARED BY:

MARIA RENTERIA - PAYROLL SPECIALIST 5/6/24
DATED


BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR 5/7/24
DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,363.16	340,950.42
104-GENERAL FUND-MEASURE T	1,721.01	76,853.98
206-STORMWATER PROGRAM	8.22	550.63
280-STATE GAS TAX	424.78	16,720.60
405-AAA (AREA AGCY ON AGING)	76.70	1,856.41
610-SEWER	139.70	7,722.85
620-WATER	1,369.93	64,346.25
702-EQUIPMENT MAINTENANCE	247.00	11,681.09
Grand Total:	10,350.50	520,682.23

EXHIBIT B:
CERTIFICATION OF ACCOUNTS
PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	336983	THRU:	336983	DATED:	April 1,2024
CHECK NO.:	336984	THRU:	336984	DATED:	April 3,2024
CHECK NO.:	336993	THRU:	337097	DATED:	April 4,2024
CHECK NO.:	337098	THRU:	337098	DATED:	April 8,2024
CHECK NO.:	337099	THRU:	337099	DATED:	April 9,2024
CHECK NO.:	337100	THRU:	337109	DATED:	April 10,2024
CHECK NO.:	337117	THRU:	337235	DATED:	April 18,2024
CHECK NO.:	336985	THRU:	336990	DATED:	April 4,2024
CHECK NO.:	337110	THRU:	337115	DATED:	April 12,2024
CHECK NO.:	337236	THRU:	337241	DATED:	April 26,2024
CHECK NO.:	337250	THRU:	337250	DATED:	April 30,2024

DRAFT:	992211	THRU:	992214	DATED:	April 3,2024
DRAFT:	992215	THRU:	992215	DATED:	April 10,2024
DRAFT:	992216	THRU:	992216	DATED:	April 3,2024
DRAFT:	992217	THRU:	992217	DATED:	April 10,2024
DRAFT:	992218	THRU:	992222	DATED:	April 17,2024
DRAFT:	992223	THRU:	992223	DATED:	April 24,2024

VOIDED CHECK NO.:	336762	THRU:	336762	DATED:	April 4,2024
VOIDED CHECK NO.:	336963	THRU:	336963	DATED:	April 3,2024
VOIDED CHECK NO.:	337188	THRU:	337188	DATED:	April 18,2024
VOIDED CHECK NO.:	337243	THRU:	337249	DATED:	April 26,2024

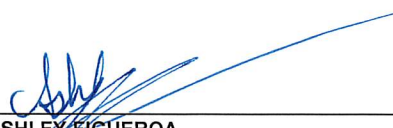
COUNCIL MEETING DATE: May 15, 2024

AMOUNT OF CERTIFICATION: \$ 2,057,567.21

DISTRIBUTION BY FUND

100 GENERAL FUND	\$479,157.87
103 CABLE TELEVISION FUND	\$2,777.50
104 PROF/CONTR SVCS-OTHER	\$98,424.10
115 RECREATION PROGRAM	\$4,171.94
206 STORMWATER PROGRAM	\$563.71
225 GENERAL GOVT FACILITIES	\$20,842.00
280 STATE GAS TAX	\$86,131.79
281 LOCAL TRANSPORTATION TAX/LTF/TDA	\$2,722.50
405 AAA (AREA AGENCY ON AGING	\$2,234.18
412 AMERICAN RESCUE PLAN	\$85,102.41
500 HILLSBOROUGH OPEN SPACE MAINT	\$400.00
504 HARVEST CFD EA1	\$2,250.00
610 SEWER ENTERPRISE	\$303,716.35
620 WATER ENTERPRISE	\$344,863.00
702 EQUIPMENT MAINTENANCE FUND	\$30,533.95
800 CASH DEPOSIT TRUST FUND	\$591,486.32
803 HARDING PARK TRUST	\$8,004.50
	\$2,063,382.12

Variance of \$5,814.91 due to reversals in April re-issued in May.

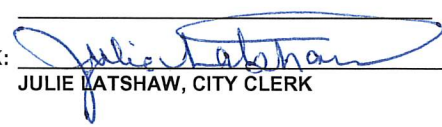
PREPARED BY: 
ASHLEY FIGUEROA
ACCOUNTING SPECIALIST

REVIEWED BY: 
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: May 7, 2024

EXCEPT: _____

CITY CLERK: 
JULIE LATSHAW, CITY CLERK



Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	479,157.87
103 - CABLE TELEVISION	2,777.50
104 - GENERAL FUND-MEASURE T	98,424.10
115 - GENERAL RECREATION PRO	4,171.94
206 - STORMWATER PROGRAM	563.71
225 - GENERAL GOVT FACILITIES	20,842.00
280 - STATE GAS TAX	86,131.79
281 - LOCAL TRANSPORTATION TDA	2,722.50
405 - AAA (AREA AGCY ON AGING)	2,234.18
412 - AMERICAN RESCUE PLAN	85,102.41
500 - HILLSBOROUGH OPEN SPACE	400.00
504 - HARVEST CFD EA1	2,250.00
610 - SEWER	303,716.35
620 - WATER	344,863.00
702 - EQUIPMENT MAINTENANCE	30,533.95
800 - MISC DEPOSITS	591,486.32
803 - HARDING PARK TRUST	8,004.50
Grand Total:	2,063,382.12



City of Santa Paula, CA

Check Report

By Check Number

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
015999	CHARTER COMMUNICATIONS HOLDING, LLC	04/04/2024	Regular	0.00	-3,586.60	336762
010910	VARNER, SCOTT	04/03/2024	Regular	0.00	-5,889.37	336963
013292	SANTA PAULA ANIMAL RESCUE CENTER (SPARC	04/01/2024	Regular	0.00	12,500.00	336983
010910	VARNER, SCOTT	04/03/2024	Regular	0.00	5,889.37	336984
014854	AERZEN USA CORPORATION	04/04/2024	Regular	0.00	2,500.00	336993
015448	ALL CITY MANAGEMENT SERVICES, INC.	04/04/2024	Regular	0.00	26,443.71	336994
015896	ALONSO TOOLS, LLC	04/04/2024	Regular	0.00	313.87	336995
015498	AMAZON CAPITAL SERVICES	04/04/2024	Regular	0.00	3,377.87	336996
016446	AMBRIZ, YANET	04/04/2024	Regular	0.00	428.00	336997
011522	AQUA-TECH SERVICES	04/04/2024	Regular	0.00	2,665.00	336998
011297	ASSOCIATION OF WATER AGENCIES OF VENTUI	04/04/2024	Regular	0.00	2,910.00	336999
011738	AT&T CALNET 3	04/04/2024	Regular	0.00	506.93	337000
011354	AT&T MOBILITY	04/04/2024	Regular	0.00	3,741.57	337001
016121	AT&T MOBILITY NATIONAL ACCOUNTS, LLC	04/04/2024	Regular	0.00	875.00	337002
016062	BANNER BANK	04/04/2024	Regular	0.00	11,191.25	337003
011253	BAY ALARM COMPANY	04/04/2024	Regular	0.00	42.50	337004
014680	BEST BEST & KRIEGER LLP	04/04/2024	Regular	0.00	91,798.10	337005
016092	BULLOCK, TARA	04/04/2024	Regular	0.00	1,088.77	337006
015398	BUNNIN CHEVROLET OF SANTA PAULA	04/04/2024	Regular	0.00	55.14	337007
012679	CAL-STATE AUTO PARTS	04/04/2024	Regular	0.00	118.49	337008
016120	CANYON SPRINGS ENTERPRISES	04/04/2024	Regular	0.00	212,633.82	337009
012390	CARDOZA, DANIEL HENRY	04/04/2024	Regular	0.00	240.00	337010
011089	CAROLLO ENGINEERS	04/04/2024	Regular	0.00	4,446.00	337011
015999	CHARTER COMMUNICATIONS HOLDING, LLC	04/04/2024	Regular	0.00	936.31	337012
016255	CITYGATE ASSOCIATES, LLC	04/04/2024	Regular	0.00	2,531.63	337013
016167	COASTAL PRINTING	04/04/2024	Regular	0.00	21.65	337014
011149	COSTCO WHOLESALE	04/04/2024	Regular	0.00	1,247.04	337015
011148	COUNTY OF VENTURA	04/04/2024	Regular	0.00	174.83	337016
012801	COUNTY OF VENTURA	04/04/2024	Regular	0.00	400.00	337017
010932	COUNTY OF VENTURA IT SERVICES	04/04/2024	Regular	0.00	2,999.47	337018
011164	CRANE PRINTING	04/04/2024	Regular	0.00	1,076.01	337019
016447	DE LA MORA, CHRISTINA	04/04/2024	Regular	0.00	1,221.00	337020
012948	DIAL SECURITY 2021	04/04/2024	Regular	0.00	44.40	337021
013724	DIRECT TV	04/04/2024	Regular	0.00	115.24	337022
013975	DODOS DESIGN - GARCIA, DAVID	04/04/2024	Regular	0.00	561.61	337023
015438	ENCOMPASS CONSULTANT GROUP	04/04/2024	Regular	0.00	872.50	337024
010385	ENVIRONMENTAL HEALTH DIVISION	04/04/2024	Regular	0.00	785.60	337025
016126	ENVISION VTA FD AUTO LLC	04/04/2024	Regular	0.00	1,001.19	337026
010187	F M PEARCE Company	04/04/2024	Regular	0.00	2,325.51	337027
010395	FAMCON PIPE & SUPPLY, INC.	04/04/2024	Regular	0.00	953.45	337028
014291	FEDEX	04/04/2024	Regular	0.00	89.96	337029
010405	FERGUSON ENTERPRISES INC #1350	04/04/2024	Regular	0.00	265.93	337030
010406	FERGUSON WATERWORKS #1083	04/04/2024	Regular	0.00	251.27	337031
010440	FGL ENVIRONMENTAL, INC	04/04/2024	Regular	0.00	7,739.00	337032
014342	FLOORING 101	04/04/2024	Regular	0.00	240.83	337033
012437	FMP UNIFORM CO.	04/04/2024	Regular	0.00	17.24	337034
010432	FRANK'S PAINT & HARDWARE	04/04/2024	Regular	0.00	357.04	337035
010432	FRANK'S PAINT & HARDWARE	04/04/2024	Regular	0.00	1,495.00	337036
014061	FRONTIER COMMUNICATIONS	04/04/2024	Regular	0.00	4,119.59	337037
010441	FRUIT GROWERS SUPPLY CO	04/04/2024	Regular	0.00	367.33	337038
015937	GARCIA, RONALD	04/04/2024	Regular	0.00	428.00	337039
010797	GAS COMPANY, THE	04/04/2024	Regular	0.00	2,104.29	337040
016298	GEIGER ENTERPRISES, INC	04/04/2024	Regular	0.00	2,789.58	337041
015222	GOODSUITE	04/04/2024	Regular	0.00	48.72	337042

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010481	GRAINGER	04/04/2024	Regular	0.00	628.72	337043
012800	GRANITE CONSTRUCTION COMPANY	04/04/2024	Regular	0.00	2,843.46	337044
014369	GS1 WATER SOLUTIONS, INC.	04/04/2024	Regular	0.00	13,791.84	337045
010537	HOUSE SANITARY SUPPLY	04/04/2024	Regular	0.00	3,680.84	337046
010552	ICMA RETIREMENT CORPORATION	04/04/2024	Regular	0.00	375.00	337047
013711	INDEPENDENT ORDER OF ODD FELLOWS	04/04/2024	Regular	0.00	2,826.22	337048
014988	INFRASCALE INC.	04/04/2024	Regular	0.00	1,590.91	337049
010582	INTERNATIONAL CODE COUNCIL, INC.	04/04/2024	Regular	0.00	296.61	337050
015708	JIMENEZ, BRENDA	04/04/2024	Regular	0.00	428.00	337051
016343	JOEDICKER, LINA A.	04/04/2024	Regular	0.00	450.00	337052
014735	JOHNSON CONTROLS SECURITY SOLUTIONS	04/04/2024	Regular	0.00	811.71	337053
013812	KG ASSOCIATES, INC.	04/04/2024	Regular	0.00	2,036.99	337054
010629	KIMBALL MIDWEST	04/04/2024	Regular	0.00	355.06	337055
016095	LA CASA DE CERAMICA LLC	04/04/2024	Regular	0.00	786.60	337056
013544	LARRY WALKER ASSOCIATES, INC.	04/04/2024	Regular	0.00	2,382.50	337057
011468	LOS ANGELES COUNTY AUDITOR CONTROLLER	04/04/2024	Regular	0.00	1,031.00	337058
010061	LOWE'S	04/04/2024	Regular	0.00	341.66	337059
015633	M6 CONSULTING, INC.	04/04/2024	Regular	0.00	32,777.52	337060
016440	MAINTENANCE GLOBAL SERVICES LLC	04/04/2024	Regular	0.00	4,179.54	337061
010129	MASAHISA, OTAGIRI	04/04/2024	Regular	0.00	41.07	337062
014436	MINER'S ACE HARDWARE	04/04/2024	Regular	0.00	965.03	337063
016052	NATURAL GREEN LANDSCAPE, INC.	04/04/2024	Regular	0.00	3,250.00	337064
010237	OFFICE DEPOT	04/04/2024	Regular	0.00	1,121.65	337065
012691	O'REILLY AUTOMOTIVE STORES, INC.	04/04/2024	Regular	0.00	1,267.92	337066
012844	PARKHOUSE TIRE SERVICES, INC.	04/04/2024	Regular	0.00	2,197.95	337067
015335	PAVEMENT COATING CO.	04/04/2024	Regular	0.00	152.51	337068
016305	PEREZ, JOSE LUIS	04/04/2024	Regular	0.00	242.00	337069
013739	QUADIENT FINANCE USA, INC.	04/04/2024	Regular	0.00	1,064.56	337070
014869	READYREFRESH BY NESTLE	04/04/2024	Regular	0.00	447.33	337071
016299	RICO APPAREL	04/04/2024	Regular	0.00	435.31	337072
010047	ROBERT HALF	04/04/2024	Regular	0.00	2,521.88	337073
014548	SAF-T-FLO WATER SERVICES	04/04/2024	Regular	0.00	627.38	337074
014129	SAM HILL & SONS, INC	04/04/2024	Regular	0.00	51,353.75	337075
011263	SANTA PAULA SELF STORAGE	04/04/2024	Regular	0.00	755.00	337076
010711	SANTA PAULA TIMES	04/04/2024	Regular	0.00	648.40	337077
016084	SANTA PAULA TOGETHER	04/04/2024	Regular	0.00	6,500.00	337078
013467	SATICOY UPHOLSTERY - ZUNIGA, RUTILIO	04/04/2024	Regular	0.00	824.64	337079
016445	SLIGER, NINETTE	04/04/2024	Regular	0.00	428.00	337080
010795	SOUTHERN CALIFORNIA EDISON	04/04/2024	Regular	0.00	23,131.53	337081
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICA	04/04/2024	Regular	0.00	11,610.50	337082
015809	STANDARD SITE RENTALS INC.	04/04/2024	Regular	0.00	806.46	337083
016177	STEIGER, JEFFREY S.	04/04/2024	Regular	0.00	4,000.00	337084
015285	SUPERIOR PRINTING & GRAPHICS	04/04/2024	Regular	0.00	628.19	337085
015001	SYNAGRO-WWT, INC.	04/04/2024	Regular	0.00	34,122.13	337086
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	04/04/2024	Regular	0.00	1,551.66	337087
010903	USA BLUE BOOK	04/04/2024	Regular	0.00	78.44	337088
016448	VARGAS, CYNDY	04/04/2024	Regular	0.00	1,221.00	337089
010975	VENTURA REGIONAL SANITATION DISTRICT	04/04/2024	Regular	0.00	155,016.59	337090
011539	VERIZON WIRELESS	04/04/2024	Regular	0.00	3,711.26	337091
015849	VIRANI, SHAWN	04/04/2024	Regular	0.00	777.00	337092
010978	VULCAN MATERIALS COMPANY	04/04/2024	Regular	0.00	786.52	337093
013539	WAGE WORKS, INC.	04/04/2024	Regular	0.00	100.00	337094
016350	WALTON, DOYLE	04/04/2024	Regular	0.00	1,345.75	337095
013550	WHITE CAP, L.P.	04/04/2024	Regular	0.00	40.72	337096
012294	WREN OAK TREE FARM	04/04/2024	Regular	0.00	950.00	337097
015999	CHARTER COMMUNICATIONS HOLDING, LLC	04/08/2024	Regular	0.00	3,586.60	337098
013878	CALIFORNIA RURAL WATER ASSOCIATION	04/09/2024	Regular	0.00	575.00	337099
011464	BUSINESS CARD	04/10/2024	Regular	0.00	6,024.58	337100
011464	BUSINESS CARD	04/10/2024	Regular	0.00	5,061.21	337101
011464	BUSINESS CARD	04/10/2024	Regular	0.00	334.92	337102
011464	BUSINESS CARD	04/10/2024	Regular	0.00	52.50	337103

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
011464	BUSINESS CARD	04/10/2024	Regular	0.00	846.92	337104
011464	BUSINESS CARD	04/10/2024	Regular	0.00	4,111.38	337105
011464	BUSINESS CARD	04/10/2024	Regular	0.00	519.58	337106
011464	BUSINESS CARD	04/10/2024	Regular	0.00	478.52	337107
011464	BUSINESS CARD	04/10/2024	Regular	0.00	1,147.67	337108
011464	BUSINESS CARD	04/10/2024	Regular	0.00	1,051.54	337109
010055	ACCUSOURCE INC	04/18/2024	Regular	0.00	424.11	337117
016170	AGUILAR, DON	04/18/2024	Regular	0.00	767.76	337118
010378	ALBERTSON'S/SAFEWAY	04/18/2024	Regular	0.00	485.60	337119
015896	ALONSO TOOLS, LLC	04/18/2024	Regular	0.00	129.36	337120
015498	AMAZON CAPITAL SERVICES	04/18/2024	Regular	0.00	9,448.94	337121
011522	AQUA-TECH SERVICES	04/18/2024	Regular	0.00	100.00	337122
016125	ARANDA, MIKE	04/18/2024	Regular	0.00	5,400.00	337123
012677	AUTOZONE	04/18/2024	Regular	0.00	38.84	337124
015318	BADGER METER	04/18/2024	Regular	0.00	479.29	337125
015218	BARAJAS, DAVID	04/18/2024	Regular	0.00	415.00	337126
015877	BERMUDEZ POLYGRAPH	04/18/2024	Regular	0.00	600.00	337127
016455	BIG BOX GROUP	04/18/2024	Regular	0.00	2,200.00	337128
011211	BNY MELLON	04/18/2024	Regular	0.00	1,500.00	337129
014870	BOYD & ASSOCIATES	04/18/2024	Regular	0.00	270.00	337130
011094	BRAGG INVESTMENT COMPANY, INC.	04/18/2024	Regular	0.00	441.52	337131
016092	BULLOCK, TARA	04/18/2024	Regular	0.00	780.00	337132
015398	BUNNIN CHEVROLET OF SANTA PAULA	04/18/2024	Regular	0.00	36.46	337133
012170	CALIFORNIA ELECTRIC SUPPLY-VENTURA	04/18/2024	Regular	0.00	191.09	337134
012679	CAL-STATE AUTO PARTS	04/18/2024	Regular	0.00	795.21	337135
011336	CDCE INC.	04/18/2024	Regular	0.00	940.00	337136
015999	CHARTER COMMUNICATIONS HOLDING, LLC	04/18/2024	Regular	0.00	166.76	337137
016255	CITYGATE ASSOCIATES, LLC	04/18/2024	Regular	0.00	8,239.88	337138
011406	COFFELT, JOHN	04/18/2024	Regular	0.00	2,781.13	337139
011306	CONSOLIDATED ELECTRICAL DISTRIBUTOR	04/18/2024	Regular	0.00	489.91	337140
011133	CONSTRUCTION & RIGGING SUPPLY	04/18/2024	Regular	0.00	104.03	337141
016228	COPWARE, INC	04/18/2024	Regular	0.00	965.00	337142
010418	CORELOGIC SOLUTIONS, LLC	04/18/2024	Regular	0.00	280.00	337143
016452	COVANTA HOLDING COMPANY	04/18/2024	Regular	0.00	598.00	337144
014331	CULLIGAN WATER	04/18/2024	Regular	0.00	81.85	337145
012191	DATAPROSE, LLC	04/18/2024	Regular	0.00	5,064.44	337146
016263	DCH THOUSAND OAKS-F, INC	04/18/2024	Regular	0.00	2,042.47	337147
011811	DE LAGE LANDEN	04/18/2024	Regular	0.00	3,012.82	337148
013724	DIRECT TV	04/18/2024	Regular	0.00	108.99	337149
013975	DODOS DESIGN - GARCIA, DAVID	04/18/2024	Regular	0.00	256.00	337150
015787	E & M ELECTRIC AND MACHINERY, INC.	04/18/2024	Regular	0.00	11,545.00	337151
016126	ENVISION VTA FD AUTO LLC	04/18/2024	Regular	0.00	164.50	337152
015739	EWING IRRIGATION PRODUCTS INC.	04/18/2024	Regular	0.00	680.67	337153
010395	FAMCON PIPE & SUPPLY, INC.	04/18/2024	Regular	0.00	11,970.89	337154
010847	FARMERS IRRIGATION	04/18/2024	Regular	0.00	10,377.03	337155
010406	FERGUSON WATERWORKS #1083	04/18/2024	Regular	0.00	252.44	337156
014348	FERRIS, SABRINA ZAN	04/18/2024	Regular	0.00	395.24	337157
010440	FGL ENVIRONMENTAL, INC	04/18/2024	Regular	0.00	1,500.00	337158
015835	FLORES, ELIXEO	04/18/2024	Regular	0.00	107.30	337159
010432	FRANK'S PAINT & HARDWARE	04/18/2024	Regular	0.00	822.25	337160
014061	FRONTIER COMMUNICATIONS	04/18/2024	Regular	0.00	838.67	337161
010441	FRUIT GROWERS SUPPLY CO	04/18/2024	Regular	0.00	460.75	337162
010451	GARDEN MARKET	04/18/2024	Regular	0.00	750.25	337163
010797	GAS COMPANY, THE	04/18/2024	Regular	0.00	1,189.35	337164
015222	GOODSUITE	04/18/2024	Regular	0.00	1,458.62	337165
013561	GOVERNMENTJOBS.COM, INC.	04/18/2024	Regular	0.00	4,428.68	337166
010481	GRAINGER	04/18/2024	Regular	0.00	238.87	337167
012800	GRANITE CONSTRUCTION COMPANY	04/18/2024	Regular	0.00	1,554.30	337168
013017	HERITAGE VALLEY EYE CARE	04/18/2024	Regular	0.00	225.00	337169
014826	HERNANDEZ, LIZ	04/18/2024	Regular	0.00	130.00	337170
016127	HOMELAND LANGUAGE SERVICES LLC	04/18/2024	Regular	0.00	1,021.29	337171

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010537	HOUSE SANITARY SUPPLY	04/18/2024	Regular	0.00	2,473.37	337172
013711	INDEPENDENT ORDER OF ODD FELLOWS	04/18/2024	Regular	0.00	2,951.22	337173
011546	INTEGRATED WASTE MANAGEMENT DIVISION	04/18/2024	Regular	0.00	468.94	337174
010595	J & H ENGINEERING GENERAL CONTRACTOR, IN	04/18/2024	Regular	0.00	7,064.92	337175
015967	J. ARTHUR GUTIERREZ	04/18/2024	Regular	0.00	1,625.00	337176
012750	JORDANO'S INC. AND SUBSIDIARIES	04/18/2024	Regular	0.00	643.33	337177
010629	KIMBALL MIDWEST	04/18/2024	Regular	0.00	222.36	337178
011796	LANDS' END BUSINESS OUTFITTERS	04/18/2024	Regular	0.00	78.97	337179
014388	LANE, NICK	04/18/2024	Regular	0.00	349.99	337180
015971	LEXISNEXIS COPLOGIC SOLUTIONS, INC	04/18/2024	Regular	0.00	960.00	337181
011807	LIVESCAN EXPRESS, INC.	04/18/2024	Regular	0.00	44.00	337182
010061	LOWE'S	04/18/2024	Regular	0.00	938.04	337183
015633	M6 CONSULTING, INC.	04/18/2024	Regular	0.00	6,825.00	337184
013591	MADLAND TOYOTA - LIFT	04/18/2024	Regular	0.00	372.82	337185
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	04/18/2024	Regular	0.00	6,500.00	337186
014436	MINER'S ACE HARDWARE	04/18/2024	Regular	0.00	1,712.06	337187
	Void	04/18/2024	Regular	0.00	0.00	337188
016052	NATURAL GREEN LANDSCAPE, INC.	04/18/2024	Regular	0.00	10,750.00	337189
015450	NORTHERN DIGITAL, INC.	04/18/2024	Regular	0.00	875.00	337190
016454	OPEN SKY PRODUCTIONS LLC	04/18/2024	Regular	0.00	22,500.00	337191
012691	O'REILLY AUTOMOTIVE STORES, INC.	04/18/2024	Regular	0.00	1,783.96	337192
012844	PARKHOUSE TIRE SERVICES, INC.	04/18/2024	Regular	0.00	3,363.37	337193
015443	PASSPORT LABS, INC.	04/18/2024	Regular	0.00	1,143.78	337194
015335	PAVEMENT COATING CO.	04/18/2024	Regular	0.00	216.06	337195
016305	PEREZ, JOSE LUIS	04/18/2024	Regular	0.00	286.00	337196
016353	PLAYCORE WISCONSIN INC.	04/18/2024	Regular	0.00	13,849.95	337197
016451	POLITICAL DATA INTELLIGENCE, LLC	04/18/2024	Regular	0.00	673.97	337198
016292	PONDELLA, VIVIAN	04/18/2024	Regular	0.00	104.00	337199
011781	RAMIREZ, JOSE FRANCISCO	04/18/2024	Regular	0.00	111.00	337200
012635	RAUL'S SMOG	04/18/2024	Regular	0.00	855.66	337201
014869	READYREFRESH BY NESTLE	04/18/2024	Regular	0.00	64.97	337202
010047	ROBERT HALF	04/18/2024	Regular	0.00	3,986.80	337203
010520	RP RENTALS	04/18/2024	Regular	0.00	151.55	337204
010376	SAFETY-KLEEN SYSTEMS, INC.	04/18/2024	Regular	0.00	208.69	337205
014129	SAM HILL & SONS, INC	04/18/2024	Regular	0.00	3,282.92	337206
011203	SAN LUIS BUTANE DISTRIBUTORS, A CORP.	04/18/2024	Regular	0.00	117.94	337207
013292	SANTA PAULA ANIMAL RESCUE CENTER (SPARC	04/18/2024	Regular	0.00	12,500.00	337208
012477	SANTA PAULA ROTARY CLUB	04/18/2024	Regular	0.00	1,500.00	337209
012332	SANTA PAULA SUPER STORE	04/18/2024	Regular	0.00	20.37	337210
010711	SANTA PAULA TIMES	04/18/2024	Regular	0.00	46.00	337211
014310	SCELZI ENTERPRISES, INC	04/18/2024	Regular	0.00	39,772.59	337212
016000	SCHMIDT, KENNETH L.	04/18/2024	Regular	0.00	26.80	337213
013909	SITEONE LANDSCAPE SUPPLY, LLC	04/18/2024	Regular	0.00	53.83	337214
010785	SMART & FINAL	04/18/2024	Regular	0.00	332.48	337215
010795	SOUTHERN CALIFORNIA EDISON	04/18/2024	Regular	0.00	80,608.79	337216
010804	SPENCER, PAUL F	04/18/2024	Regular	0.00	3,661.06	337217
015016	SPL LANDSCAPE INC.	04/18/2024	Regular	0.00	4,650.00	337218
015809	STANDARD SITE RENTALS INC.	04/18/2024	Regular	0.00	2,702.23	337219
010812	STATE CONTROLLER'S OFFICE	04/18/2024	Regular	0.00	3,000.00	337220
016257	STEIN, ANDREW T.	04/18/2024	Regular	0.00	768.57	337221
010823	SUN BADGE CO, INC	04/18/2024	Regular	0.00	525.19	337222
015728	THE COUNSELING TEAM INTERNATIONAL	04/18/2024	Regular	0.00	2,000.00	337223
016378	THE LEW EDWARDS GROUP	04/18/2024	Regular	0.00	6,500.00	337224
012070	TRAFFIC TECHNOLOGIES	04/18/2024	Regular	0.00	46.38	337225
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	04/18/2024	Regular	0.00	952.50	337226
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN	04/18/2024	Regular	0.00	152.65	337227
015818	URM TECHNOLOGIES, INC.	04/18/2024	Regular	0.00	75.00	337228
010903	USA BLUE BOOK	04/18/2024	Regular	0.00	326.44	337229
013736	V.C.T.C.	04/18/2024	Regular	0.00	313.00	337230
010910	VARNER, SCOTT	04/18/2024	Regular	0.00	5,889.37	337231
015186	VENTURA COUNTY AUTO SUPPLY, INC.	04/18/2024	Regular	0.00	1,173.59	337232

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
011258	VIC'S PLUMBING SUPPLY, INC.	04/18/2024	Regular	0.00	50.27	337233
013550	WHITE CAP, L.P.	04/18/2024	Regular	0.00	25.20	337234
013843	YOUNG, DUNCAN JAMES	04/18/2024	Regular	0.00	1,664.05	337235
011010	WILLDAN ENGINEERING	04/26/2024	Regular	0.00	495,643.55	337242
	Void	04/26/2024	Regular	0.00	0.00	337243
	Void	04/26/2024	Regular	0.00	0.00	337244
	Void	04/26/2024	Regular	0.00	0.00	337245
	Void	04/26/2024	Regular	0.00	0.00	337246
	Void	04/26/2024	Regular	0.00	0.00	337247
	Void	04/26/2024	Regular	0.00	0.00	337248
	Void	04/26/2024	Regular	0.00	0.00	337249

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	804	238	0.00	1,693,754.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	10	0.00	-9,475.97
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	804	248	0.00	1,684,278.48

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
010331	RELiance STANDARD LIFE INSURANCE	04/04/2024	Regular	0.00	5,001.41	336985
011103	COLONIAL LIFE & ACCIDENT	04/04/2024	Regular	0.00	2,070.17	336986
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	04/04/2024	Regular	0.00	621.75	336987
010371	METLIFE SBC	04/04/2024	Regular	0.00	266.14	336988
010331	RELiance STANDARD LIFE INSURANCE	04/04/2024	Regular	0.00	557.23	336989
014422	RELiance STANDARD LIFE INSURANCE	04/04/2024	Regular	0.00	3,764.52	336990
011688	CALIFORNIA STATE DISBURSEMENT UNIT	04/12/2024	Regular	0.00	185.07	337110
010553	ICMA RETIREMENT TRUST-457	04/12/2024	Regular	0.00	13,040.87	337111
010554	ICMA RETIREMENT TRUST-457 (PT)	04/12/2024	Regular	0.00	1,176.86	337112
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	04/12/2024	Regular	0.00	1,020.00	337113
010291	SEIU LOCAL 721	04/12/2024	Regular	0.00	469.60	337114
010898	UNITED WAY OF VENTURA COUNTY	04/12/2024	Regular	0.00	11.00	337115
011688	CALIFORNIA STATE DISBURSEMENT UNIT	04/26/2024	Regular	0.00	185.07	337236
010553	ICMA RETIREMENT TRUST-457	04/26/2024	Regular	0.00	13,040.87	337237
010554	ICMA RETIREMENT TRUST-457 (PT)	04/26/2024	Regular	0.00	1,039.85	337238
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	04/26/2024	Regular	0.00	1,020.00	337239
010291	SEIU LOCAL 721	04/26/2024	Regular	0.00	469.60	337240
010898	UNITED WAY OF VENTURA COUNTY	04/26/2024	Regular	0.00	11.00	337241
010554	ICMA RETIREMENT TRUST-457 (PT)	04/30/2024	Regular	0.00	18.00	337250
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	04/03/2024	Bank Draft	0.00	63,406.53	992211
010420	INTERNAL REVENUE SERVICE	04/03/2024	Bank Draft	0.00	44,453.26	992212
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	04/03/2024	Bank Draft	0.00	14,132.76	992213
014872	STATE OF CALIFORNIA EDD - SDI	04/03/2024	Bank Draft	0.00	1,423.52	992214
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S	04/10/2024	Bank Draft	0.00	75,456.06	992215
013539	WAGE WORKS, INC.	04/03/2024	Bank Draft	0.00	743.38	992216
013539	WAGE WORKS, INC.	04/10/2024	Bank Draft	0.00	425.24	992217
010420	INTERNAL REVENUE SERVICE	04/17/2024	Bank Draft	0.00	46,172.29	992218
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	04/17/2024	Bank Draft	0.00	14,394.28	992219
014872	STATE OF CALIFORNIA EDD - SDI	04/17/2024	Bank Draft	0.00	1,460.03	992220
013539	WAGE WORKS, INC.	04/17/2024	Bank Draft	0.00	1,097.53	992221
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	04/17/2024	Bank Draft	0.00	65,497.80	992222
013539	WAGE WORKS, INC.	04/24/2024	Bank Draft	0.00	657.04	992223

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	111	19	0.00	43,969.01
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	133	13	0.00	329,319.72
EFT's	0	0	0.00	0.00
	244	32	0.00	373,288.73

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	915	257	0.00	1,737,723.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	10	0.00	-9,475.97
Bank Drafts	133	13	0.00	329,319.72
EFT's	0	0	0.00	0.00
	1048	280	0.00	2,057,567.21

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2024	2,057,567.21
			2,057,567.21

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: WATER RECYCLING FACILITY PROCUREMENT POLICY WAIVER
VENDOR LIST

Date: May 15, 2024

Agenda Item: 9.C

RECOMMENDATION:

Staff recommends that the City Council:

Adopt Resolution No. 7517 approving exemption of certain suppliers from purchasing policy (§ 41.08 of Santa Paula Municipal Code) in accordance with state law, for purchases of goods and services related to the listed equipment at the WRF as recommended by Staff.

BACKGROUND:

The Water Recycling Facility (WRF) has been in operation continuously since 2010 and is designed to treat wastewater flows up to 4.2 million gallons per day (MGD) with a peak operating capacity of 7.0 MGD. The WRF is maintained and operated by the Ventura Regional Sanitation District (VRSD). Blowers at the WRF are vital equipment and are used in various processes such as, in primary treatment with the aeration tanks, and in secondary treatment with the membrane bioreactors and aerobic digesters. With a total of ten blowers throughout the facility, their primary function is to provide correct air flow via diffusers to ensure the wastewater is treated properly at the aforementioned processes. Without functional blowers the plant cannot operate.

ANALYSIS:

The Public Contract Code section 3400 permits a public agency to designate a particular brand or trade name of any equipment, so long as it has made a finding described in the invitation for bids or request for proposals regarding the need for particular brand or trade name equipment, and so long as other requirements are met. Public agencies may directly pre-purchase equipment from single sources without complying with competitive bidding requirements if the equipment can only be obtained from one source or if undertaking a bid for the equipment would be futile.

The Public Contract Code requires public agencies to comply with competitive bidding requirements when the cost of a public project exceeds \$5,000.00. (Pub. Contract Code §§ 20161, 20162.). The purchase of materials and supplies for a public project must also be competitively bid if the cost of the materials and supplies exceed \$5,000.00. (Pub. Contract

Code §§ 20161, 20162; SPMC § 41.08). California law, however, permits a public agency, to dispense with the competitive bid process where “competitive bidding works an incongruity and is unavailing as affecting the final results, or where it does not produce any advantage or is practically impossible to obtain what is required...” (Hodgeman v. City of San Diego (1942) 53 Cal.App.2d 610, 618.) In such instances, where it is generally recognized in a particular industry that there is only one source for a commodity or service, a public agency may contract directly with that source without bidding. (Id.; Los Angeles Gas & Electric Corporation v. Los Angeles (1920) 188 Cal. 307.) The rationale is that public agencies should not be forced into proceeding with the competitive bid process for procurement of such a commodity or service if doing so would result in no competitive bid advantage for the public agency. (San Diego Service Authority for Freeway Emergencies v. Superior Court (1988) 198 Cal.App.3d 1466). Additionally, there is a legal exception to this typically applicable statutory competitive bidding requirements when a public agency determines that such a competitive selection/public bidding process would produce no competitive advantage for the public agency or would be futile because the nature of the procurement (See Graydon v. Pasadena Redevelopment Agency, et al. (1980) 104 Cal. App 3d 631, 635.).

The treatment process at the WRF includes specialized equipment that in some cases can only be serviced by the original equipment manufacturer (OEM) for a variety of reasons. Or in some cases, only a single authorized local distributor exists for replacement parts for a given piece of equipment. This has created historical challenges in adhering to the City’s purchasing guidelines, particularly regarding the requirement to obtain three competitive bids for the informal bid process for purchases between \$5,000 and \$50,000 (per § 41.08 of Santa Paula Municipal Code). Additional bidders often cannot be located due to lack of a competitive market or are unable to provide comparable bids to the services that would be provided by the OEM, leading to delays in the procurement process. In some cases, using bidders other than the OEM for servicing or replacement parts may cause the voiding of equipment warranties. In order to sole source repairs or procurement of replacement parts to the OEMs of existing WRF equipment currently, staff would need to include the item on a regular council meeting agenda and present it to City Council for approval.

Due to the urgency and critical nature of these repairs oftentimes these procurements cannot wait until the next City Council meeting to be included on the agenda. Staff has worked with MKN & Associates and VRSD to determine vendors/equipment manufacturers that should be exempted from bidding procedures per § 41.08 of Santa Paula Municipal Code based on the finding that a competitive market does not exist and the City will not gain a competitive advantage by using the bidding procedures. Additionally, per § 41.10, the City Council has the authority to waive the purchasing procedures otherwise required by the Santa Paula Municipal Code when required or desirable and in conformance with state law. Staff is requesting a waiver for the following manufacturers and suppliers:

- Aerzen: As the OEM for the aeration, digester and MBR blowers at the WRF, Aerzen possesses the expertise in servicing and maintaining these critical components of the treatment process. The existing blowers at the WRF are nearing the end of their useful life and have required multiple emergency repairs. Major servicing or repairs on blowers most recently occurred in July 2022, May 2023 and March 2024. Given the critical role of these blowers in the treatment process, maintenance and expedient procurement of replacement parts is crucial to maintaining operational efficiency and meeting the community's water treatment needs. Staff recommends waving the informal bid process requirements for Aerzen.

- **AVEVA Select California:** AVEVA provides the software used to manage supervisory control and data acquisition (SCADA) at the WRF. AVEVA Select California is the exclusive sales, support, and training organization in California for AVEVA. Their partnership ensures seamless integration, reliable support services, and access to the latest software updates. The plant cannot utilize another SCADA management software without significant consultant costs to convert the plant to a new software system. Staff recommends waiving the informal bid process requirements for AVEVA Select California.
- **Hach:** As the provider of annual maintenance agreements for all Hach instrumentation at the WRF, Hach's maintenance agreements cover a wide range of critical instrumentation essential for water quality monitoring and regulatory compliance. The confidentiality obligations outlined in section 12, Proprietary Information, of the terms and conditions of the annual agreement, prohibit the transfer or disclosure of technical data in service and maintenance manuals without Hach's consent, restricting the ability to obtain comparable maintenance services from other sources. Staff recommends waiving the informal bid process requirements for Hach.
- **Huber Technology:** The headworks screens and screw press at the WRF were manufactured by Huber Technology, a well-known supplier of treatment equipment for wastewater treatment facilities. Huber maintains a service organization to service its equipment with their certified Huber technicians. Huber is the only authorized source of repair parts and services for the existing Huber equipment at the WRF. Staff recommends waiving the informal bid process requirements for Huber Technology.
- **WesTech Engineering, LLC:** As the OEM of the grit removal and grit classifier systems at the WRF, WesTech brings specialized expertise and technology crucial for effective repairs and maintenance. WesTech is the sole supplier available for replacement parts due to the proprietary nature of their equipment. Staff recommends waiving the informal bid process requirements for WesTech Engineering, LLC.
- **Royal Industrial Solutions:** Royal is the sole authorized local distributor for Allen-Bradley parts and associated programming software (Studio 5000). Allen-Bradley components play a pivotal role in the WRF's control and automation systems. As the only authorized distributor in the local area, Royal offers access to authentic Allen-Bradley parts, technical expertise, and timely support services. Given the critical importance of the electrical components needed at the WRF, Staff recommends waiving the informal bid process requirements for Royal Industrial Solutions.
- **BioAir Solutions:** The BioAir team designed and supplied the biotrickling filter odor control system at the WRF in September 2021. The odor control system is crucial to minimize odor problems and ensure compliance with the Ventura County Air Pollution Control District (VCAPCD) permit to discharge air containing hydrogen sulfide (H₂S). With BioAir Solutions as the sole bidder for repairs and maintenance, the WRF can ensure the warranty for the system remains active, providing assurance of continued system reliability and adherence to VCAPCD standards. Staff recommends waiving the informal bid process requirements for BioAir Solutions.
- **Koch Membrane Systems:** As the OEM of the membrane bioreactor (MBR) system at the WRF, Koch's understanding of the MBR system's design, components, and operational

requirements ensures efficient and reliable performance in wastewater treatment processes. Koch's access to authorized replacement parts, technical documentation, and support services is integral to the maintenance and repair of the existing MBR system. Utilizing Koch's expertise and resources, the City can minimize risks associated with system downtime and ensure the continuity of the warranty by avoiding the involvement of other parties in the maintenance and repairs of Koch systems. Staff recommends waiving the informal bid process requirements for Koch Membrane Systems.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

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

FISCAL IMPACTS:

The City can significantly reduce administrative and augmented staff consultant costs associated with soliciting multiple bids from vendors that cannot supply the equipment or services needed. Additionally in most cases, limiting purchases to the specific vendors listed will maintain equipment warranty coverage and adhere to manufacturer specifications. This action will mitigate potential liabilities and maximize the longevity and efficiency of critical infrastructure assets at the WRF.

OPTIONS:

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

1. Do not adopt Resolution No. 7517 approving exemption of the listed suppliers from § 41.08 of Santa Paula Municipal Code. This action may significantly delay future critical equipment maintenance, repair and replacement and may impact WRF operations in the event of equipment failure.

ATTACHMENTS:

[Exhibit A - Resolution No. 7517 - WRF Procurement Waiver.pdf](#)

EXHIBIT A

Resolution 7517

RESOLUTION NO. 7517

A RESOLUTION APPROVING AN EXEMPTION OF CERTAIN SUPPLIERS FROM PURCHASING POLICY OF THE SANTA PAULA MUNICIPAL CODE FOR PURCHASES OF GOODS AND SERVICES RELATED TO THE LISTED EQUIPMENT AT THE WATER RECYCLING FACILITY AS RECOMMENDED BY STAFF

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

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

- A. The City of Santa Paula (“District”) is generally required to comply with the public bidding requirements of Public Contract Code § 20160 *et seq.*
- B. The Public Contract Code competitive bidding requirements typically apply to any construction and/or installation contract involving expenditures over specific dollar thresholds.
- C. The Public Contract Code section 3400 permits a public agency to designate a particular brand or trade name of any equipment, so long as it has made a finding described in the invitation for bids or request for proposals regarding the need for particular brand or trade name equipment, and so long as other requirements are met.
- D. Public agencies may directly pre-purchase equipment from single sources without complying with competitive bidding requirements if the equipment can only be obtained from one source or if undertaking a bid for the equipment would be futile.
- E. The Public Contract Code requires public agencies to comply with competitive bidding requirements when the cost of a public project exceeds \$5,000.00. (Pub. Contract Code §§ 20161, 20162.)
- F. The purchase of materials and supplies for a public project must also be competitively bid if the cost of the materials and supplies exceed \$5,000.00. (Pub. Contract Code §§ 20161, 20162; SPMC § 41.08).
- G. The Santa Paula Municipal Code provides the City Council with the authority to waive the purchasing procedures otherwise required by the Santa Paula Municipal Code when required or desirable and in conformance with state law.
- H. California law, however, permits a public agency, to dispense with the competitive bid process where “competitive bidding works an incongruity and is unavailing as affecting the final results, or where it does not produce any advantage or is practically impossible to obtain what is required . . . “ (Hodgeman v. City of San Diego (1942) 53 Cal.App.2d 610, 618.) In such instances, where it is generally recognized in a particular industry that there is only one source for a commodity or service, a public agency may contract directly with that source without bidding. (Id.; Los Angeles Gas & Electric Corporation v. Los Angeles (1920) 188 Cal. 307.) The rationale is that public agencies should not be forced into proceeding with the

competitive bid process for procurement of such a commodity or service if doing so would result in no competitive bid advantage for the public agency. (San Diego Service Authority for Freeway Emergencies v. Superior Court (1988) 198 Cal.App.3d 1466.) Additionally, there is a legal exception to this typically applicable statutory competitive bidding requirements when a public agency determines that such a competitive selection/public bidding process would produce no competitive advantage for the public agency or would be futile because the nature of the procurement (See *Graydon v. Pasadena Redevelopment Agency, et al.* (1980) 104 Cal. App 3d 631, 635.).

- I. The Water Recycling Facility (WRF) has been in operation continuously since 2010 and is designed to treat wastewater flows up to 4.2 million gallons per day (MGD) with a peak operating capacity of 7.0 MGD.
- J. Blowers at the WRF are vital equipment and are used in various processes such as, in primary treatment with the aeration tanks, and in secondary treatment with the membrane bioreactors and aerobic digesters. With a total of ten blowers throughout the facility, their primary function is to provide correct air flow via diffusers to ensure the wastewater is treated properly at the aforementioned processes. Without functional blowers the plant cannot operate.
- K. The treatment process at the WRF includes specialized equipment that in some cases can only be serviced by the original equipment manufacturer (OEM) for a variety of reasons or in some cases, only a single authorized local distributor exists for replacement parts for a given piece of equipment;.
- L. This has created historical challenges in adhering to the City's purchasing guidelines, particularly regarding the requirement to obtain three competitive bids for the informal bid process for purchases between \$5,000 and \$50,000 (per § 41.08 of Santa Paula Municipal Code).
- M. Additional bidders often cannot be located due to lack of a competitive market or are unable to provide comparable bids to the services that would be provided by the OEM, leading to delays in the procurement process and in some cases, using bidders other than the OEM for servicing or replacement parts may cause the voiding of equipment warranties.
- N. In order to sole source repairs or procurement of replacement parts to the OEMs of existing WRF equipment currently, staff would need to include the item on a regular council meeting agenda and present it to City Council for approval. Due to the urgency and critical nature of these repairs oftentimes these procurements cannot wait until the next City Council meeting to be included on the agenda; and
- O. Staff has worked with MKN & Associates and VRSD to determine vendors/equipment manufacturers that should be exempted from bidding procedures per § 41.08 of Santa Paula Municipal Code based on the finding that a competitive market does not exist and the City will not gain a competitive advantage by using the bidding procedures (See Exhibit "A"); and

- P. In accordance with Santa Paula Municipal Code § 41.10 and in conformance with state law, the City Council wishes to waive the purchasing requirements otherwise required by the Santa Paula Municipal Code in order to continuously operated the WRF.
- Q. The facts contained in this Resolution demonstrate that separately bidding and/or awarding the additional work would provide no competitive advantage and would be futile because of the: (i) need for continuity the OEM, (ii) potential delay in completion of all of the bidding requirements per § 41.08 of Santa Paula Municipal Code, (iii) the need to preserve the original contractor's warranty and performance obligations over all work on the WRF equipment, including construction defect obligations, (v) demonstrated success of the original contractor's work on the WRF equipment; and (vi) avoidance of any inefficiencies that a new contractor might experience attempting to repair WRF equipment.

SECTION 2. *Factual Findings and Conclusions.* The City Council find that the following facts exist and makes the following conclusions.

- A. For all of the reasons set forth herein, the City Council hereby waives the typically applicable competitive bidding requirements of § 41.08 of Santa Paula Municipal Code for certain suppliers for purchases of goods and services related to the listed equipment at the Waste Recycling Facility based on the "no competitive bid advantage" allowed pursuant to applicable California law.
- B. The City Council authorizes and delegates authority to the City Manager, or his designee, to finalize and execute any additional agreements, payments and/or necessary actions to ensure implementation of this Resolution.

SECTION 3. This Resolution becomes effective immediately upon adoption and will remain effective until superseded by a subsequent resolution.

PASSED AND ADOPTED this 15th day of May, 2024.

Leslie Cornejo, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Seth Merewitz, Acting City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

EXHIBIT A – VENDOR LIST

- Aerzen: As the OEM for the aeration, digester and MBR blowers at the WRF, Aerzen possesses the expertise in servicing and maintaining these critical components of the treatment process. The existing blowers at the WRF are nearing the end of their useful life and have required multiple emergency repairs. Major servicing or repairs on blowers most recently occurred in July 2022, May 2023 and March 2024. Given the critical role of these blowers in the treatment process, maintenance and expedient procurement of replacement parts is crucial to maintaining operational efficiency and meeting the community's water treatment needs.
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- Royal Industrial Solutions: Royal is the sole authorized local distributor for Allen-Bradley parts and associated programming software (Studio 5000). Allen-Bradley components play a pivotal role in the WRF's control and automation systems. As the only authorized distributor in the local area, Royal offers access to authentic Allen-Bradley parts, technical expertise, and timely support services.
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- Koch Membrane Systems: As the OEM of the membrane bioreactor (MBR) system at the WRF, Koch's understanding of the MBR system's design, components, and operational requirements ensures efficient and reliable performance in wastewater treatment processes. Koch's access to authorized replacement parts, technical documentation, and support services is integral to the maintenance and repair of the existing MBR system. Utilizing Koch's expertise and resources, the City can minimize risks associated with system downtime and ensure the continuity of the warranty by avoiding the involvement of other parties in the maintenance and repairs of Koch systems.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST
CONSULTING GROUP FOR PLAN REVIEW AND INSPECTION
SERVICES FOR BUILDING & SAFETY, AND ENGINEERING/GRADING.

Date: May 15, 2024

Agenda Item: 9.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a three-year Professional Services Agreement with Interwest Consulting Group to provide building plan review and inspection services, with a not-to-exceed amount of \$80,000 per fiscal year, subject to review by City Attorney.
2. Take such additional, related action that may be desirable.

BACKGROUND:

Over the past several years, due to reduced staffing levels, the Building and Safety Department has engaged a Professional Services Consultant for plan reviews and commentary on significant building projects. Utilizing an external consultant has proven beneficial, especially with fluctuating project caseloads, allowing existing staff to focus on daily operations. Historically, the low frequency of large projects has not warranted the hiring of additional staff.

ANALYSIS:

Given the recent surge in development activity and new construction, it is advantageous to continue using a consulting group to effectively manage these increasing demands. Utilizing a consultant, such as Interwest Consulting Group, enables us to maintain our current staffing levels while efficiently addressing project requirements. Since 2018, Interwest has delivered exemplary plan check and project review services, proving essential in supporting the ongoing commercial, industrial, and residential developments in Santa Paula, including significant projects in East Area 1 and 2. With a robust team of over 350 employees, Interwest is well-equipped to handle our most complex development review challenges.

Due to their outstanding service and deep familiarity with our community's development landscape, we are pursuing a sole-source justification to renew our contract with Interwest.

Over the past three years, they have provided a wide range of services and demonstrated flexibility in scaling their support based on our needs. This includes offering additional staffing for critical roles such as Plan Check Engineers, Plans Examiners, Fire Plans Examiners, Building Inspectors, California Accessibility Specialists (CASP) Services, and Permit Technicians. Based on their proven track record and capacity to meet our development demands, we recommend renewing the Professional Services Agreement with Interwest for another three-year term, with a not-to-exceed amount of \$80,000 annually, subject to future amendments if necessary.

STRATEGIC PLAN:

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

Objective 1. Streamline the application and permitting processes for businesses. Utilization of contract building inspection, plan review and code compliance services will improve customer service through improvements to one-stop development permitting and review processes.

FISCAL IMPACTS:

The contract is budgeted at \$240,000 over three years with a not-to-exceed amount of \$80,000 per fiscal year, and included in the adopted budget (100-5-1001-209). Should plan review demands exceed this budget, staff will request additional approval from the council. The contract includes a provision for review and potential adjustment in the third year, contingent upon future budget approvals.

OPTIONS:

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

1. Decline to approve the proposed Professional Services Agreement with Interwest Consulting Group for plan review and inspection services for building & safety, and engineering/grading.; and/or
2. Refer the matter back to Staff with further direction.
3. Reject Staff's Recommendation

ATTACHMENTS:

[ATTACHMENT A - Professional Services Agreement with Interwest Consulting Group.pdf](#)
[EXHIBIT A - Proposal for Services.pdf](#)

**CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of May 2024, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Interwest Consulting Group, Inc., a Colorado corporation with its principal place of business at 444 N. Cleveland Ave., Loveland, CO 80537 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 General Description of Services.

City desires to engage Consultant to render such professional Building and Safety plan review services ("Services") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "A." The annual compensation shall not exceed **Eighty Thousand Dollars (\$80,000.00)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by

Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

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

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

3.3.11 Insurance.

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

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Interwest Consulting Group
11171 West Shaw Ave., Suite 102
Fresno, CA 93711
ATTN: Elizabeth Alsky

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Dan Schultz

Such notice shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named above; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named above; (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier; or (iv) on the date and time of delivery shown in the records of the transmitting party after transmission by facsimile machine or email to the recipient named above.

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of these Services or another project, provided that any such use not within the purposes intended by this Agreement

or on a project other than these Services without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than these Services it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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

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

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

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

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

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

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

3.7.14 Amendment; Modification. No supplement, modification, or amendment of

this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA AND
INTERWEST CONSULTING GROUP, INC.**

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

CITY OF SANTA PAULA

INTERWEST CONSULTING GROUP, LLC

Approved By:

DAN SINGER
CITY MANAGER

By: _____
PAUL MESCHINO
Its: PRESIDENT

Approved as to Form:

Printed Name: _____

Best Best & Krieger LLP
City Attorney

By: _____
DAVID KNIFF
Its: ASSISTANT SECRETARY

Attested By:

Printed Name: _____

Julie Latshaw,
City Clerk

EXHIBIT A

PROPOSAL FOR SERVICES



CITY OF SANTA PAULA



Proposal – Plan Review and
Inspection Services for Building & Safety,
and Engineering/Grading

MAIN PROPOSAL CONTACT:
Elizabeth Alsky
Account Manager
949.731.4000
ealsky@interwestgrp.com

www.interwestgrp.com



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Cover Letter

1



October 10, 2023

City of Santa Paula
Building Department
970 Ventura Street
Santa Paula, CA 93060



1171 West Shaw Ave., Suite 102
Fresno, CA 93711

RE: Proposal for Plan Review and Inspection Services for Building & Safety, and Engineering/Grading

Dear Mr. Leach,

Interwest Consulting Group (Interwest) is pleased to present this proposal to extend our services to provide building inspection services to the City of Santa Paula (City). Interwest maintains the largest staff of building safety professionals in California. With a deep bench of more than 400 professionals dedicated to providing building safety services to our clients, our team of well-qualified staff is available to assist the City as-needed to meet workload demands.

Interwest has served the City of Santa Paula since May 2018, providing building department plan review of construction drawings to ensure compliance with City adopted Building Codes, related municipal code, and other City requirements. Interwest assigns staff with the necessary experience, qualifications, and personality to address the City's building department needs. Our experienced inspection team will provide the full spectrum of the required services efficiently and effectively. Our goal is to provide timely, technically sound, and customer-centric services to support the City of Santa Paula's departments.

Interwest's core values of Integrity, Teamwork, Continued Improvement, Service and Respect, create a positive work environment and strongly contribute to our best-in-class client satisfaction results and employee retention. We strive to work collaboratively with our partners, including the Community Development Department and other City personnel, applicants, and designers to resolve issues as efficiently as possible to expedite processes with our focus being the successful delivery of services.

Elizabeth Alsky will be the **Account Manager and the Primary Contact** for the City and may be reached at 949.731.4000 or ealsky@interwestgrp.com. **Faye Yuan, CBO, CASp** and **Bill Hayes, CBO, ICC** will be the **Project Managers** for this opportunity and may be reached at 858.436.6211 | fyuan@interwestgrp.com and 909.568.9749 | whayes@interwestgrp.com.

Signing Authority: As President of Interwest Consulting Group, I am authorized to sign and bind any agreements that may result from this proposal and will provide contract support to the proposed Interwest Team. Should any questions arise, please contact me at 619.372.9962 or via email at pmeschino@interwestgrp.com. **We are excited to continue to partner with the City of Santa Paula and work together to create a better future for the community.**

Respectfully submitted,

Paul Meschino, President of Interwest Consulting Group

Approach to Services

2





2 | Approach to Services

Ability to Perform Scope of Services

Interwest has extensive experience and a proven track record of seamlessly integrating building plan review, building inspection, building official services, and community development technician services as-needed, in a cost-effective manner. Our services consist of providing a single staff member or a complete team. [We tailor our staff to fit your specific needs. We are currently providing building plan review services to the City and have performed numerous plan reviews for a variety of project types.](#)

WHAT THE CITY CAN EXPECT FROM THEIR INTERWEST TEAM

We are very familiar with the City's processes, local concerns, expected turnaround times, and the level of service required to continue providing outstanding support to the Building Safety Department. This in-depth understanding and insight into the City's preferences makes us uniquely qualified to continue providing these services without a "getting to know you" phase that can sometimes lead to service interruptions. Our staff's quality and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.

All Interwest Team Members will:

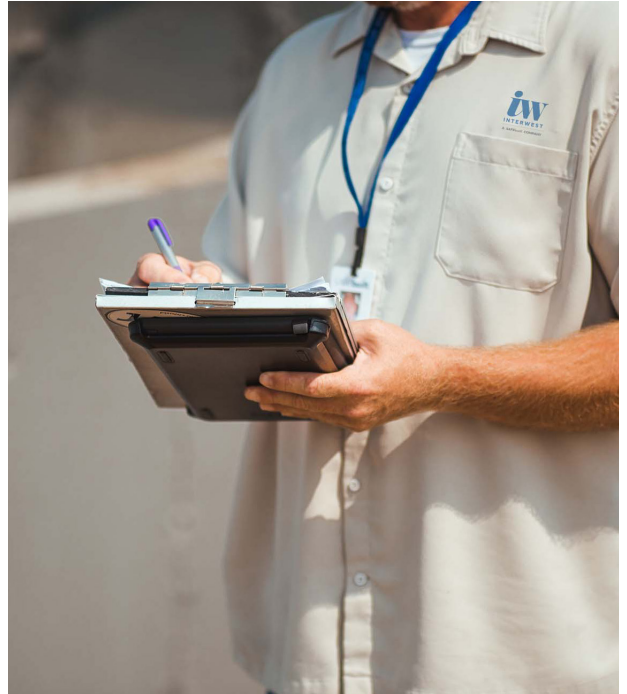
- ✓ Wear/display proper identification.
- ✓ Possess/maintain the licenses/certifications required to perform compliant plan reviews, building inspection and permitting services.
- ✓ Be knowledgeable of design principles, local zoning, and topographical site plans.
- ✓ Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- ✓ Offer exemplary customer service while performing their duties and interacting with City staff, elected and appointed officials, construction firms, and the public.
- ✓ Attend meetings as required by the City.
- ✓ Always exhibit professional and courteous conduct and an appropriate appearance during interactions.
- ✓ Meet all job safety requirements and OSHA safety standards.

Building Inspection Services

Building inspectors qualified to perform residential and commercial inspections can be made available as-needed during normal business hours (40 hours/week). Inspectors can also be flexible to assist during special off-hours by request with advance notice.

The assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans as well as identify issues of non-compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.

We understand that municipal codes are frequently updated, so we will ensure that the projects we are inspecting are compliant with current code requirements. More specifically, we will ensure compliance with Title 24 California Building Codes, parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, and 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historic buildings.



Interwest's ICC/CASp certified inspectors have performed both building and fire inspection services on a wide variety of construction projects including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings, and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.

Interwest's inspectors will provide field inspections including site inspections of projects to verify conformance with approved drawings and specifications, which will include a review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights, and any other applicable conditions. At the completion of inspections, Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service.

We understand that personality and customer service are crucial to on-the-job success; therefore, we have selected inspectors who are well-versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC and/or CASp certified as required.

INSPECTOR QUALIFICATIONS & CERTIFICATIONS

Interwest retains inspectors who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. All Interwest inspectors are ICC-certified. Inspection personnel assigned will be able to read, understand, and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing, and to work effectively with contractors, the public, and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools, and safety used in building inspection and the most current building standards.

VIRTUAL INSPECTIONS (OPTIONAL)

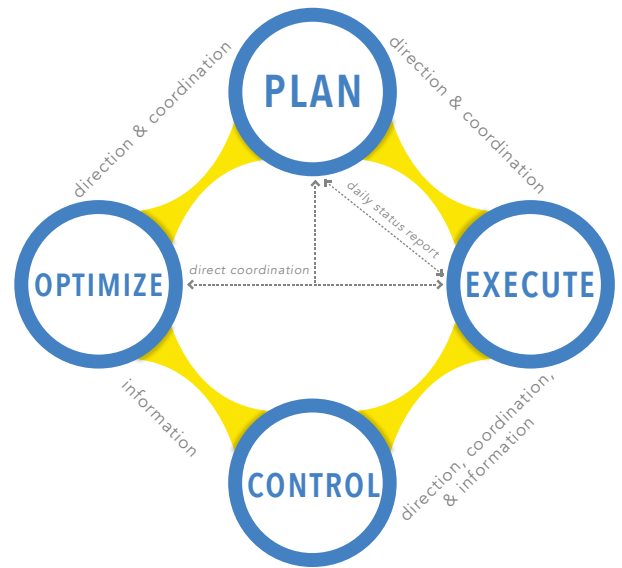
If the City desires, our staff has begun providing Remote Video Inspections (RVI), which allows for the inspection of a building or building systems using already available video technology. RVI is intended to be a complete and thorough inspection that meets the minimum requirements of the California Codes and local ordinances.

PROJECT MANAGEMENT APPROACH

Our project management approach begins with applying our Plan, Execute, Control, Optimize (PECO) philosophy. The PECO framework, illustrated to the right, is based on our team's experience and industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, the Interwest team delivers a project management approach that combines the right people, processes, and tools to perform the Scope of Services requirements. Our support for the City requires a methodology to operate and maintain all areas of service efficiently. The Interwest team's process is structured to streamline our resources and provide responsive services. Successful execution of building support services starts with a responsive team structure that can anticipate and address resource needs.

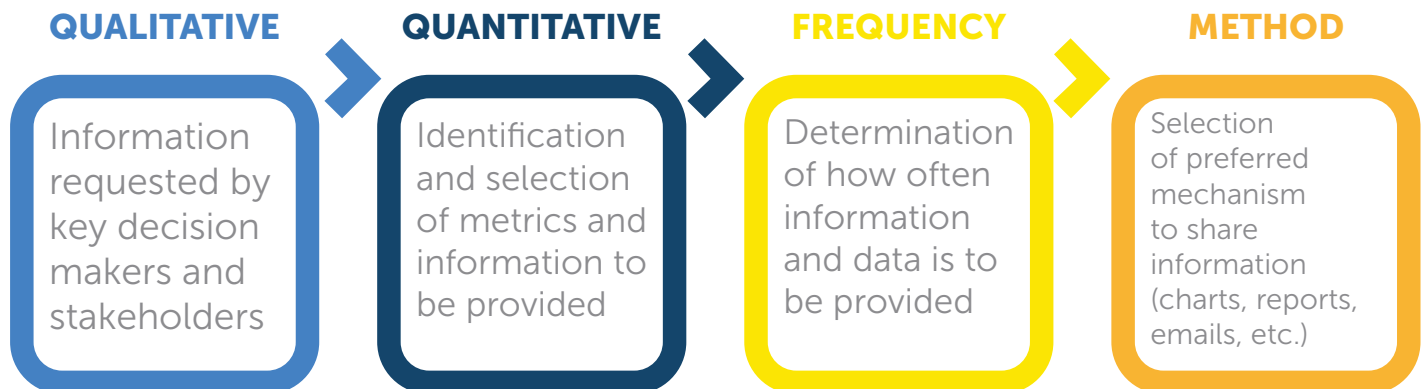
Our team works on multiple tasks simultaneously, and our organizational structure supports the staff in overseeing this process effectively. **Faye Yuan, CBO, CASp, Project Manager**, will ensure overall project performance and completion.



The PECO framework delivers a contract management approach that combines the right people, processes, and tools to perform contract work.

APPROACH TO COMMUNICATION & COORDINATION

A key factor to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time. Our priority is to ensure the best possible experience working with our team—with minimum impact on the City and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the City and Interwest. Everyone involved must be aware of the progress and changes they can expect going forward. We will prepare communications that can be shared with all City staff, detailing what to expect during contract transition and moving forward. We work with you to develop a schedule and format to meet your needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the City. We ensure our work effort is clearly communicated to the City throughout the contract's life, adjusting as necessary. The following is a summary of our communication plan:



Schedule

We consistently complete plan reviews within the time frames (or faster!) for the City of Santa Paula. We work hard to accommodate any turn-around schedule desired by a jurisdiction. Multi-disciplinary reviews are typically performed in our offices, but we are available for onsite work when required and whenever possible. We understand both the City and the project applicant are looking for quality reviews within a defined time frame. Our staff will meet or exceed the City's required turnaround time. **Faye Yuan, CBO, CASp, Project Manager**, will be responsible for managing the time schedule and assuring schedule compliance, as well as overseeing resource allocation of our key personnel committed to the City of Santa Paula. We can quickly adjust our staff or staffing levels to match changes in activity to ensure a high level of customer service is maintained. We have picked staff uniquely qualified and experienced to deliver the exact services requested. In addition, we are skilled at assessing time commitments, developing an accurate work plan, and applying dedicated, professional personnel.

MAXIMUM DELIVERY TIMES FOR BUILDING PLAN REVIEW (COMMERCIAL & RESIDENTIAL)

(Note: More complex projects will require additional time)

TYPE OF JOB	TURNAROUND TIME FIRST CHECK	TURNAROUND TIME RECHECK
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days

Quality Control/Quality Assurance

Interwest prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk. To ensure quality, Interwest has implemented a Quality Assurance/Quality Control (QA/QC) program where our Project Manager performs random quality evaluations of our staff throughout the year. Interwest's QA/QC activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system).
- Our Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Periodic peer review of plan reviews.
- Staff feedback as necessary for any discrepancies or improvements needed.
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets.
- Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided.
- Sending periodic customer satisfaction surveys for feedback on work performed and services provided.
- Interwest uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.
- Given Interwest's comprehensive approach to management and plan review, the probability of risk is low. As part of our QA/QC process, we ensure that Interwest standards are met. We involve the City in the entire process to maintain transparency.



References

3



3 | References

At Interwest, we believe that client satisfaction and repeat business with these clients are the ultimate indicators of our firm's success. We encourage you to contact the references below to provide testimony of our capability to perform your requested services, adhere to schedules and budgets, and exceed expectations.



CITY OF VERNON: BUILDING SAFETY, BUILDING OFFICIAL, AND PLAN REVIEW SERVICES

Dan Wall, Director of Community Development
dwall@ci.vernon.ca.us
323.583.8811 x305



CITY OF SAN FERNANDO: BUILDING INSPECTION AND PLAN REVIEW SERVICES

Kanika Kith, Director of Community Development
kkith@sfcity.org
818.898.7316



CITY OF LAKE FOREST: BUILDING SAFETY SERVICES

Gayle Ackerman, Director of Community Development
gackerman@lakeforestca.gov
949.461.3463



CITY OF LAGUNA WOODS: BUILDING SAFETY SERVICES

Rebecca Pennington, Development Programs Analyst
rpennington@cityoflagunawoods.org
949.639.0561

Fee Schedule

4



4 | Fee Schedule

Billing Rates

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Services provided in excess of regular hours per day, nights, and weekends will be invoiced at 140% the listed fees (Expedited). There is no charge for courier or shipping services for plan review conducted off-site. Mileage while performing City duties reimbursed at current IRS rate.

CLASSIFICATION

HOURLY BILLING RATE

Building Safety Services

Certified Building Official.....	\$160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	\$155
Supervising Structural Engineer	\$185
Senior Structural Engineer.....	\$175
Senior Plans Examiner.....	\$140
CASp.....	\$125
Inspector III.....	\$110
Inspector II.....	\$100
Inspector I.....	\$90
Permit Technician.....	\$80
Fire Protection Engineer	\$155
Senior Fire Plans Examiner	\$130
Fire Plans Examiner/Fire Inspector.....	\$120
ICC Building Plans Examiner	\$120
Senior Code Enforcement Officer.....	\$135
Code Enforcement Officer.....	\$125
Trainee	\$75

Engineering

Principal-in-Charge.....	\$245
Principal Engineer.....	\$220
City Surveyor	\$215

City Engineer	\$215
Project Manager	\$200
Traffic Engineer	\$195
Transportation Engineer	\$200
Supervising Engineer	\$195
Senior Engineer	\$190
Licensed Land Surveyor	\$185
Engineering Associate III	\$155
Engineering Associate II	\$145
Engineering Associate I	\$135
Survey Technician	\$125
Senior Engineering Technician	\$125
Engineering Technician III	\$125
Engineering Technician II	\$110
Engineering Technician I	\$100
Student Trainee	\$50
Grading Plans Examiner	\$160

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Tom Tarantino, Planning & Economic Development Manager

Subject: RESOLUTION NO. 7515 DECLARING THE CITY'S INTENT TO GRANT A FRANCHISE TO ESVOLTA, LP FOR UNDERGROUND INTERCONNECTION AND TRANSMISSION EQUIPMENT IN, ALONG, ACROSS, UPON, AND UNDER CERTAIN PUBLIC STREETS AND RIGHT-OF-WAY WITHIN THE CITY OF SANTA PAULA

Date: May 15, 2024

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 7515 and schedule a public hearing for June 5, 2024 to discuss and consider the adoption of an Ordinance granting a franchise to esVolta, LP to use or lay and use interconnection and transmission wiring and appurtenances for the purpose of transmitting and distributing electricity in, along, across, upon, and under certain public streets and right-of-way within the City of Santa Paula.

Presented by: Tom Tarantino, Planning & Economic Development Manager

BACKGROUND:

On January 23, 2024, the Planning Commission adopted Resolution No. 3857, approving an application submitted by esVolta, LP ("esVolta") to modify the existing Conditional Use Permit (2020-CUP-05) for the esVolta/Black Walnut battery energy storage project at 211 N. 12th Street to remove the proposed 15,000-SF warehouse building, reflect a City-approved 5G cell tower which is anticipated to be constructed onsite prior to commencement of construction of the BESS, updated street paving, and related minor landscaping, lighting and parking changes, and find the project Categorically Exempt from the California Environmental Quality Act based on §15304 and §15332 of Title 14 of the CA Code of Regulations.

Pursuant to Condition of Approval No. 32 of that Resolution, esVolta, on behalf of itself, its heirs and assigns, agreed to enter into a franchise agreement with the City for the installation of a private underground distribution line located in the public right-of-way on 13th Street connecting the two parcels (APNs 101-0-183-435 and 101-0-241-185) upon which their separate, fully-entitled, battery energy storage system projects are located.

The Resolution being considered at this meeting concerns the granting of a franchise under the modified 2020-CUP-05 approved by the Planning Commission in January 2024. Various

iterations of this project and related approvals, however, date back nearly five years. For historical reference, on September 1, 2021, the City Council adopted Resolution No. 7358, declaring the City's intent to grant esVolta, LP an electric franchise under the original 2020-CUP-05 following a public hearing to be scheduled no longer than sixty (60) days after the passage of that Resolution, pursuant to the Franchise Act of 1937 (Chapter 2 of Division 3 of the California Public Utilities Code). Due to complications caused by the COVID pandemic and unanticipated changes to the project timeline, that next public hearing never took place, and the franchise agreement was never granted under the original CUP.

Should the City Council approve Resolution No. 7515 at tonight's meeting, a public hearing would be scheduled for the June 5, 2024 City Council meeting, wherein an Ordinance will be introduced to grant the requested franchise and have its first reading waived. A second reading and adoption of the Ordinance would then take place at the June 19, 2024 City Council meeting.

ANALYSIS:

Pursuant to California Public Utilities Code Section 6201 et. seq. ("Franchise Act of 1937"), the City Council may "grant a franchise to any person, firm, or corporation...to use, or to construct and use, poles, wires, conduits, and appurtenances for transmitting and distributing electricity for all purposes...upon the public streets, ways, alleys, and places" within the City.

The City negotiated a franchise with esVolta pursuant to the provisions of the Franchise Act of 1937, which provides a statutory scheme for setting franchise fees and establishes procedures for granting franchises. The law requires that this type of franchise must be granted by an Ordinance (functionally, a franchise agreement) at a duly noticed public hearing.

Material terms of the proposed franchise ordinance include the following:

- **Term:** esVolta is proposing a term of 20 years.
- **Fee:** During the life of the franchise esVolta would pay the City an annual sum of \$750.00, subject to annual adjustment in accordance with the same percentage of increase as reflected in the "Consumer Price Index for All Urban Consumers All Items - United States (1967 = 100)" compiled by the Bureau of Labor Statistics of the United States Department of Labor (Price Index). In no event, however, shall the annual fee be less than the annual fee payable as of the effective date of the Ordinance.
- **Relocation of Facilities:** The franchise would require esVolta to relocate, at its own expense, any of its facilities in the public right-of-way when necessary to accommodate a public project such as widening of a street or construction of storm drains or sewers.
- **Work within the Public Streets:** The franchise would require esVolta to coordinate with the City Engineer when work will be performed within the public streets, including a requirement that the streets be restored to the City's reasonable satisfaction following the completion of the work.

Prior to the public hearing on the adoption of a proposed franchise ordinance, the law states that the City must adopt and publish a resolution of intention to grant the franchise. Staff therefore recommends that the City Council adopt the proposed Resolution attached to this staff report.

Public Notification

Notice of Public Hearing for this item was published in the Santa Paula Times on May 3, 2024, pursuant to the public noticing requirements for franchise agreements as provided in Gov. Code section 6062.

Environmental/CEQA

The project was determined by the Planning Commission to be Categorically Exempt from the California Environmental Quality Act based on §15304 and §15332 of Title 14 of the CA Code of Regulations.

STRATEGIC PLAN:

The proposed franchise agreement is a critical component in the successful operation of two new battery energy storage facilities within the City of Santa Paula, thereby aligning with the following 2023-2025 City Council Strategic Plan goals:

- *C3: Infrastructure, Transportation & Mobility - Green Initiatives.* BESS installations are at the cutting edge of new power options and reduce overall consumption by retaining excess power.
- *E7: Public Safety & Emergency Preparedness - Emergency Response.* While not a direct power backup to the City, BESS installations do contribute to overall grid stability by providing power to the entire electrical system in times of emergency.

FISCAL IMPACTS:

Total Fees

Under the proposed flat fee calculation, the City is guaranteed a total of \$15,000 (\$750 flat annual fee x 20 years), with the possibility of increased fees due to the CPI escalator.

Flat Fee Calculation

Prior franchise agreements of similar scope have utilized a rather complex fee calculation formula of *"two percent (2%) of the gross annual receipts arising from its use, operation or possession of the franchise, except that this payment shall not be less than one percent of the gross annual receipts derived from the sale of electricity within the limits of the City"* (as defined by § 6231 of the California Public Utilities Code).

In this case, the applicant is proposing a simpler flat/escalator formula for the fee calculation based on a mutual desire to avoid the costly and time-consuming process of auditing yearly receipts and to reduce uncertainty around the payment amount. As an analog, the applicant's franchise agreement with VCTC for the same line crossing beneath the railway corridor requires a one-time \$1,000 processing fee, plus \$300 annual payments with a CPI escalator (i.e. \$7,000 guaranteed total over the life of the agreement).

Though highly unlikely, the situation does exist where the 2% gross annual receipts amount

could exceed the \$750 flat fee payment to the City. However, the cost of staff time involved in calculating and auditing those receipts would likely offset or exceed any gains over the flat amount, particularly over the course of the 20 year agreement.

OPTIONS:

In addition to the recommended action, the City Council may consider the following:

1. Reject adoption of the proposed Resolution regarding the City's intention to grant an electric franchise to esVolta
2. Propose an alternative date for holding the public hearing regarding the proposed franchise agreement with esVolta
3. Provide alternative direction to staff

ATTACHMENTS:

[A - CC Resolution No. 7515](#)

[B - PC Resolution No. 3857 inc. Conditions of Approval.pdf](#)

[C - Site Diagram for Franchise Agreement.pdf](#)

ATTACHMENT A

CC RESOLUTION NO. 7515

RESOLUTION NO. 7515

A RESOLUTION OF THE CITY COUNCIL OF SANTA PAULA DECLARING THE CITY'S INTENT TO GRANT A FRANCHISE TO ESVOLTA, LP TO USE OR TO LAY AND USE, INTERCONNECTION AND TRANSMISSION WIRING AND APPURTENANCES FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRICITY IN, ALONG, ACROSS, UPON AND UNDER CERTAIN PUBLIC STREETS AND RIGHTS-OF-WAY WITHIN THE CITY OF SANTA PAULA.

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

SECTION 1: The City Council finds and declares that:

- A. On January 23, 2024, the Planning Commission approved an application submitted by esVolta, LP, a Delaware limited partnership registered to do business in California ("esVolta"), for a modification to the existing Conditional Use Permit (Project No. 2020-CUP-05) to construct and operate a battery energy storage system at 211 N. 12th Street ("Project"). Pursuant to Condition of Approval No. 32, esVolta on behalf of itself, its heirs and assigns, agreed to enter into a franchise agreement with the City of Santa Paula ("City") for the installation of a private underground distribution line located in the public right-of-way on 13th Street connecting two parcels (APNs 101-0-183-435 and 101-0-241-185).
- B. Pursuant to this Planning Commission approval, esVolta, a manager/member of Black Walnut Energy Storage, LLC, a Delaware limited liability company registered to do business in California, submitted an application to the City requesting that it be granted an electric franchise pursuant to the Franchise Act of 1937 (Chapter 2 of Division 3 of the California Public Utilities Code) ("Franchise"). The proposed term of the Franchise is twenty (20) years and, if granted, would require esVolta to pay the City during the life of the Franchise, an annual sum of Seven Hundred Fifty Dollars (\$750.00), subject to annual adjustment in accordance with the same percentage of increase as reflected in the "Consumer Price Index for All Urban Consumers All Items - United States (1967 = 100)" compiled by the Bureau of Labor Statistics of the United States Department of Labor (Price Index). In no event, however, shall the annual fee be less than the annual fee payable as of the effective date of the Ordinance.
- C. Pursuant to California Public Utilities Code Section 6202, the City Council, as the legislative body of the City, may "grant a franchise to any person, firm, or corporation...to use, or to construct and use, poles, wires, conduits, and appurtenances for transmitting and distributing electricity for all purposes . . . upon the public streets, ways, alleys, and places" within the City.

- D. Granting of the Franchise will serve the public good, as it will generate income for the City and decrease the likelihood of electricity interruptions within the City and surrounding areas via improved grid stability.

SECTION 2: *Intent.* The City Council declares its intent to grant the Franchise to esVolta following a public hearing to be scheduled at least twenty (20) days but no longer than sixty (60) days after the passage of this Resolution.

SECTION 3: *Public Notice.* The City Clerk is directed to publish a notice at least once within fifteen (15) days after the passage of this Resolution in a newspaper of general circulation within the City of Santa Paula, of the time, date, and place of hearing of objections to the granting of said franchise to esVolta in the following form:

“NOTICE OF INTENTION TO GRANT FRANCHISE

NOTICE IS HEREBY GIVEN, that esVolta, a Delaware limited partnership registered to do business in California, has filed its application with the City of Santa Paula requesting that the City Council grant it a franchise for a twenty (20) year term, under the Franchise Act of 1937, to install and maintain an underground distribution line necessary or proper for transmitting and distributing electricity for any and all lawful purposes under, along, across, and upon the public right-of-way on 13th Street, between Main Street and the Southern Pacific Railroad tracks, connecting two parcels (APNs 101-0-183-435 and 101-0-241-185).

If the franchise is granted to it, esVolta, its successors and assigns, hereinafter designated Grantee, will, during the franchise term, pay to the City an annual sum of Seven Hundred Fifty Dollars (\$750.00), subject to annual adjustment in accordance with the same percentage of increase as reflected in the “Consumer Price Index for All Urban Consumers All Items - United States (1967 = 100)” compiled by the Bureau of Labor Statistics of the United States Department of Labor (Price Index). In no event, however, shall the annual fee be less than the annual fee payable as of the effective

date of the Ordinance. Such fees will be paid annually from the date of the granting of the franchise applied for, and in the event such payment shall not be made said franchise will be forfeited.

The City Council of the City of Santa Paula proposes to grant the franchise for a twenty (20) year term.

NOTICE IS HEREBY FURTHER GIVEN, that any and all persons having any objections to the granting of the franchise may appear before the City Council on June 5, 2024, at 6:30 p.m., at Santa Paula City Hall, located at 970 E. Ventura Street, Santa Paula, CA 93060, and be heard thereon; and

NOTICE IS HEREBY FURTHER GIVEN, that at any time not later than the hour so set for hearing objections, any person interested may make written protest stating objections against the granting of the franchise, which protest must be signed by the protestant and delivered to the City Clerk of the City, and the Council shall at the time set for hearing such objections, proceed to hear and pass upon all protests so made.”

[SIGNATURES ON NEXT PAGE]

PASSED AND ADOPTED this 15th day of May, 2024.

Leslie Cornejo, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Seth Merewitz, Interim City Attorney

ATTACHMENT B

PC RESOLUTION NO. 3857
&
CONDITIONS OF APPROVAL

RESOLUTION NO. 3857

**A RESOLUTION OF THE SANTA PAULA PLANNING COMMISSION APPROVING
A MODIFICATION TO CONDITIONAL USE PERMIT NO. 2020-CUP-05
[BATTERY ENERGY STORAGE SYSTEM (“BESS”) AND RELATED ONSITE AND
OFFSITE IMPROVEMENTS AT 211 N. 12TH STREET] TO REMOVE THE
PROPOSED 15,000-SF WAREHOUSE BUILDING, REFLECT A CITY-APPROVED 5G
CELL TOWER WHICH IS ANTICIPATED TO BE CONSTRUCTED ONSITE PRIOR TO
COMMENCEMENT OF CONSTRUCTION OF THE BESS, UPDATED STREET
PAVING, AND RELATED MINOR LANDSCAPING, LIGHTING AND PARKING
CHANGES, AND FIND THE PROJECT CATEGORICALLY EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT BASED ON §15304 AND §15332
OF TITLE 14 OF THE CA CODE OF REGULATIONS
(2.54-ACRE PARCEL, APN: 101-0-183-435)**

PROJECT NO. 2020-CUP-05

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

SECTION 1: The Planning Commission finds and declares that:

- A. On September 15, 2020, Mr. Rishad Olpadwala, Vice President of Development, filed an application on behalf of esVolta, LP, a Delaware limited partnership registered to do business in California (“Applicant”), for Project No. 2020-CUP-05, a battery energy storage system to be located at 211 N. 12th Street on land designated as APN 101-0-183-435 (“Property” or “Project Site”).
- B. The Project was reviewed by the City’s Planning Division for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code.
- C. The Planning Division reviewed the design review application for the Project, and determined it complies with the Design Review Guidelines set forth in the City of Santa Paula Development Code (Chapter 16.226).
- D. The City Planning Division reviewed the project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”), the regulations promulgated there under (14 Cal. Code of Regulations §§15000, *et seq.*, the “CEQA Guidelines”), and the City’s Environmental Guidelines (“Santa Paula Guidelines”; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as “CEQA Regulations”).
- E. The Planning Division completed its review and scheduled a public hearing regarding the application before Commission for May 4, 2021.

- F. On May 4, 2021, the Planning Commission opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Commission by the Applicant.
- G. The Planning Commission considered the information provided by City staff, public testimony, and the applicant's representative(s) and approved Resolution No. 3825 subject to the project's Conditions of Approval.
- H. On April 19, 2022, the Santa Paula Planning Division ministerially approved Project No. 22-MM-02: Time Extension #1 (12 months) for originating project 20-CUP-05 (BESS "Black Walnut"). Time extension #1 extended the project entitlements for Project No. 20-CUP-05 to April 19, 2023.
- I. On July 18, 2023, the Santa Paula Planning Division ministerially approved Project No. 23-MM-01: Time Extension #2 (12 months) for originating project 20-CUP-05 (BESS "Black Walnut"). Time Extension #2 extended the project entitlements for Project No. 20-CUP-05 to July 19, 2024. Consideration in this decision was given by the Director regarding the residual effects of the COVID-19 pandemic, and the processing delays caused by the City's ongoing staffing shortage.
- J. On August 9, 2023, esVolta, LP, filed an application for a modification to their approved Conditional Use Permit (20-CUP-05) to remove the proposed 15,000-SF warehouse building and make other related minor changes to the approved project plans, including, but not limited to, reflecting a City-approved 5G cell tower onsite.
- K. On January 23, 2024, the Planning Commission opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Planning Commission by the Applicant.
- L. The Planning Commission considered the information provided by City staff, public testimony, and the applicant's representative(s). This Resolution, and its findings, are made based upon the evidence presented to the Planning Commission at its January 23, 2024 hearing including, without limitation, the staff report submitted by the Planning Division.

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

- A. The Applicant previously received a Conditional Use Permit (20-CUP-05) to allow a utility-scale Battery Energy Storage System (BESS) in the Commercial/Light Industrial zoning district that interconnects to the nearby 'Santa Paula I' BESS project at 132 N. 13th St. via the Southern California Edison (SCE) Wakefield substation ("Project").
- B. The Project Site is a 2.54-acre vacant and fenced parcel improved with an approximately 680-square foot, one-story structure (not a part of this project)

located within an area of other commercial/light industrial and residential uses.

- C. The Project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan.
- D. The Project would be required to comply with all applicable development standards and be constructed in accordance with contemporary building codes and City policies in effect at the time of permit submittal.
- E. The proposed land uses and business operations and activities are consistent with the uses allowed on the property and are not anticipated to result in any significant level of damage or nuisance from noise, glare, smoke, odors, fumes, dust, or vibration. Additionally, the potential for hazards to persons or property from explosion, contamination or fire would be considered to be of relatively low risk.
- F. Adherence with the recommended Conditions of Approval, included herein, will ensure that the proposed Project will avoid health and safety risks to persons and/or property in the Project vicinity.

SECTION 3: *General Plan and Zoning.* The proposed Project conforms to the City's General Plan and Title 16 of the SPMC as follows:

- A. The Santa Paula General Plan land use designation for the property is Mixed-Use Commercial/Light Industrial/Residential and the zoning district is Commercial-Light Industrial (C-LI). The property is also within the Housing Opportunities (HO) overlay zone.
- B. Pursuant to the General Plan, the purpose of the Mixed-Use Commercial/Light Industrial/Residential category is to allow a mix of uses to reflect the heavy commercial character and infill housing opportunity of East Main Street. Heavier commercial and industrial uses are required to mitigate objectionable characteristics through the application of site design standards, environmental standards, and by review under a Conditional Use Permit process. The maximum non-residential FAR is 0.35.
- C. Pursuant to SPMC § 16.15.010: *Purpose and Intent*, the Commercial-Light Industrial (C-LI) Zone is one of five commercial zones. The C-LI Zone allows for heavy commercial and light industrial uses to stimulate economic development. Pedestrian-oriented residential development is encouraged including large-scale infill and mixed-use. The maximum FAR for non-residential uses is 0.35. Limited outdoor operations that do not create objectionable impacts to surrounding properties, such as emissions of odor, dust, gas, fumes, smoke, glare, liquids, waste, noise, vibrations, disturbances or other similar impacts, are permitted in this zone. Heavier commercial and industrial uses are required to mitigate objectionable characteristics through the application of site design standards, environmental standards, and by review under a Conditional Use Permit in accordance with Chapter 16.218 of SPMC Title 16.

- D. SPMC § 16.15.020 *Land Use and Permit Requirements*, Table 15-1 is a matrix setting forth permitted and conditional land uses in commercial zones. For Project No. 20-CUP-05, the proposed land use and business activities would consist of new construction of a battery energy storage system facility building, appurtenant equipment, and related onsite and offsite improvements. Table 15-1 does not expressly list the Project's proposed use.
- E. Per SPMC §16.03.020(B), when a specific proposed use is not listed in SPMC § 16.15.020 *Land Use and Permit Requirements*, Table 15-1, the Planning Director may determine which listed use is most similar to the proposed use and thereby determine if the proposed use is permitted.
- F. The Planning Director has made the following four mandatory findings in determining "similarity" to a specific use listed in Table 15-1 and summarized below.

F.1 *The proposed use must meet the intent of, and be consistent with the goals, objectives and policies of the general plan.*

Consistent. The proposed use meets the intent of, and is consistent with the goals, objectives and policies of the City's General Plan for the same reasons stated in Subsection K of this Section 3.

F.2 *The proposed use must meet the stated purpose and general intent of the district in which the use is proposed to be located.*

Consistent. The proposed use meets the stated purpose and general intent of the Commercial/Light Industrial zoning district. The C-LI Zone allows for heavy commercial and light industrial uses to stimulate economic development. The proposed battery energy storage system facility is a light industrial use that will stimulate economic development by augmenting the region's electricity infrastructure and reducing the risk of interruption in electrical power to homes and businesses in the service area.

F.3 *The proposed use must not adversely impact the public health, safety and general welfare of the city's residents.*

Consistent. The proposed use will not adversely impact the public health, safety and general welfare of city residents. Project would be required to comply with all applicable development standards and be constructed in accordance with contemporary building codes and City policies in effect at time of permit submittal. The proposed use is not anticipated to result in any significant level of damage or nuisance from noise, glare, smoke, odors, fumes, dust, or vibration. Additionally, the potential for hazards to persons or property from explosion, contamination or fire would be considered to be of relatively low risk. In addition, adherence with the recommended Conditions of Approval, included herein, will ensure that the proposed use will avoid health and safety

risks to persons and/or property in the Project vicinity.

- F.4 *The proposed use must share characteristics common with, and not be of greater intensity, density or generate more environmental impact, than those uses listed in the permitted uses section.*

Consistent. Per SPMC § 16.15.020 Land Use and Permit Requirements, Table 15-1, for Commercial/Light Industrial zones, the listed use that most closely resembles the proposed use is “Utility Substation”. The BESS land use is most similar to a “Utility Substation” because the battery energy storage system operates as an electrical reservoir for the purpose storing and releasing electricity back into the regional distribution grid on as as-needed basis (e.g., power outage) by the regional electricity operators. “Utility Substations” require a Conditional Use Permit (CUP) in Commercial/Light Industrial zoning districts. The BESS land use will be of no greater intensity, density or generate more environmental impact than a “Utility Substation”, as conditioned. The maximum non-residential FAR is 0.35 for a “Utility Substation,” and will apply to the proposed BESS use.

- G. Based on the findings stated in Subsection F, the Planning Director determined that the proposed BESS requires a CUP to operate in the Commercial/Light Industrial (C/LI) zoning district.
- H. To ensure consistency with land use regulations and compatibility with surrounding properties, conditional uses require special consideration. Per SPMC § 16.200.030: *Review Bodies Established*, Table 200-1 *Hearing Bodies and Responsibilities*, the Planning Commission has the authority to approve or deny a Conditional Use Permit and to impose reasonable conditions upon the granting of such permit.
- I. If approved, the Applicant and/or operator of Project No. 20-CUP-05 would be required to obtain a City business license.
- J. As proposed and subject to the Conditions of Approval, the Project as a whole will be generally consistent with the underlying General Plan land use designation and will promote the objectives, policies, and goals in the City’s General Plan including but not limited to:
- J.1 **Land Use Element - Infill and Urban Expansion (Goal LU 4):** A balance of infill and urban expansion should be encouraged in appropriate locations and densities to accommodate new development commensurate with Santa Paula’s desired growth in a manner that contributes to the City’s long-term fiscal sustainability.
- J.2 **Land Use Element - Commercial and Industrial Neighborhoods (Policy LU 1.2):** Encourage the improvement of commercial and industrial neighborhoods that contribute to Santa Paula’s local economy.

- J.3 **Land Use Element - Design Standards (Program LU 1.b):** Adopt design standards to ensure compatibility of infill development with adjacent existing neighborhoods.
- J.4 **Land Use Element - Lighting (Program LU 1.g):** Adopt exterior lighting standards that provide for public safety consistent with the character of the development. Lighting should be directed away from sensitive uses and shielded to minimize unwanted glare on adjacent properties.
- J.5 **Environmental and Cultural Resources Element - Renewable Energy (Program ECR 2.e):** Continue to encourage the use of solar and other renewable energy sources through incentives such as expedited permit processing.
- J.6 **Health and Public Safety Element - (Goal HPS 1):** Minimize risks to public health and safety resulting from geologic conditions, flooding, wildland fires, hazardous materials, aviation, and unwanted noise and vibration to the greatest extent feasible.
- J.7 **Health and Public Safety Element - Compliance with Hazardous Materials Regulations (Policy HPS 4.1):** All use, storage, transportation and disposal of hazardous materials in Santa Paula, including the management of underground and above-ground storage tanks, shall conform to Federal, State, and County regulations. Projects that would reasonably be anticipated to emit hazardous air emissions or handle extremely hazardous substances within one-quarter mile of a school shall not be approved.
- J.8 **Public Services and Utilities Element - Facilitate the Safe and Efficient Transmission of Energy (Policy PSU 9.1):** Ensure that energy transmission facilities, such as high voltage electrical transmission lines and pipelines, are developed and maintained in a safe manner that avoids conflicts with other land uses in the city.

SECTION 4: *Conditional Use Permit.* Per SPMC § 16.218.040: *Conditional Use Permit, Required Findings*, the Planning Commission may approve and/or modify a Conditional Use Permit in whole or in part, with or without conditions, provided that all of the following findings of fact are made.

- A. Pursuant to SPMC §16.218.040(A), the Planning Commission makes the following findings:
 - A.1 *The proposed use at the particular location is necessary or desirable to provide a service or facility that will contribute to the general convenience or welfare of the neighborhood or the community.*

Consistent. The subject project site is fully within a Commercial/Light Industrial (C-LI) zoning district. Though currently improved with only a small structure and a 5G tower, the particular location consisting of 2.54 acres has historically been used for decades for commercial and light industrial land uses and activities. The applicant's proposed use would therefore activate an underutilized commercial/light industrial property by increasing its productive use.

The BESS use at the particular location at 211 N. 12th Street is also necessary and desirable because it has a location advantage of being nearby the previously-approved 'Santa Paula I' BESS facility now nearing completion of construction, and the SCE Wakefield substation, to which it will interconnect, allowing for efficient operations of the facility if approved. This proximity is an important factor in the Applicant's site selection and proposed BESS facility development. Overall, city staff agree that the proposed location is ideally suited to an industrial operation of this scope and magnitude.

Not only will the proposed facility serve as a backup energy source in event of electric service interruption, a not uncommon occurrence when wind gusts strike the City's community, the Project would include improvements both onsite and in the public right-of-way. These improvements include landscaping and roadway resurfacing along 13th St, which would contribute to the general convenience, aesthetic enhancement, and functionality of the streetscape along N. 12th and N. 13th Street.

Overall, the proposed use at the particular location is necessary or desirable to provide a service or facilities that will contribute to the general convenience or welfare of the neighborhood or the community. Thus, this finding can be supported.

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

Consistent. The characteristics of the proposed BESS use on the project site is not unreasonably incompatible with the uses in the surrounding areas.

The proposed land use and business activities would consist of on-site battery storage of electrical energy for release, on an as-needed basis, into the regional electric power grid. The site would be unmanned and would require only minimal visits by personnel for maintenance purposes. The operation would be separated from, and therefore not interfere with other uses on the shared site.

Additionally, the subject project site is fully within a Commercial-Light Industrial (C-LI) zoning district and is surrounded by similarly intense and more intense commercial and industrial uses such as manufacturing and automotive repair.

Overall, the characteristics of the proposed project are neither unreasonably incompatible with the types of uses permitted at the project site nor the surrounding Commercial General zoned area, and thus this finding can be supported.

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

Consistent. Overall the proposed use is consistent with the objectives, policies, general land uses, and programs of the Santa Paula General Plan, and thus this finding can be supported.

Furthermore, if developed, the BESS facility would enhance the backup electrical power supply during a regional outage (blackout) or reduction (brownout). Staff notes that the City of Santa Paula would not be first to receive any backup electrical power from the BESS as any battery energy discharged is provided on a regional network. However, the BESS facility would be an integral part of the region's efforts to enhance electrical service continuity through a diversity of sources.

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

Consistent. The proposed use has numerous inherent safety features and aspects that minimize the risk and extent of a possible calamity.

As detailed in the Categorical Exemption Memorandum ("Memo") and the Hazard Consequences Analysis and Risk Discussion Report by Rincon Consultants ("Analysis"), and the Hazardous Consequence Analysis by Dudek dated August 2023 ("Updated Analysis") specific to the revised project, attached herein, the BESS facility will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or be injurious to property or improvements in the vicinity. The Memo and Updated Analysis thoroughly assessed the health and safety risks to adjacent land uses, including both potential environmental impacts during normal daily operations as well as in the event of a calamity. Among other components to ensure safety of the public, the BESS facility has numerous integrated and automated safety features such as flammable gas detection and automatic shutoff to prevent hazards. The full scope of safety features is described in greater detail in the Updated Analysis.

Overall, the proposed use will not be detrimental to the health, safety, or general welfare because, as conditioned, the project will comply with all current Planning, Building & Safety, Public Works, Fire, Police and Development Code requirements, and thus this finding can be supported.

B. In determining the presence of conditions specified in SPMC § 16.218.040(A) above, the Planning Commission shall consider the following factors:

B.1 Possible damage or nuisance from noise, glare, smoke, odor, fumes, dust, or vibration:

The subject project site is fully within a Commercial-Light Industrial (C-LI) zoning district, with similar business and land uses surrounding it.

As detailed in the Environmental Checklist Memo, the BESS facility has been assessed for a variety of environmental impacts, including impacts to aesthetics, agriculture and forestry resources, air quality, biological resources, cultural resources, energy, geology/soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land uses, mineral resources, noise, population and housing, public services, recreation, transportation, tribal and cultural resources, utilities and service systems, and wildfire.

Traffic: Truck traffic is a normal, daily occurrence in this area. However, as noted, the proposed BESS is an unmanned facility and thus would generate a negligible number of vehicle trips during the course of an average year (approximately 2 visits per month). Additionally, the project as revised would result in a reduced duration for construction-related traffic.

Noise: The Project would include sound generating equipment, including the batteries within containers, and HVAC systems built in to the battery containers to cool the battery modules. However, all such equipment is conditioned to comply with SPMC noise regulations, to be verified by staff prior to installation. A Noise and Vibration Assessment dated July 2023 was conducted by Dudek for the project as revised and concluded no noise or vibration impacts would result from the project.

Overall, the proposed business operations and activities would have a minimal potential to induce damage or nuisance from noise, glare, smoke, odor, fumes, dust, or vibration.

B.2 Possible hazard to persons or property from explosion, contamination, or fire:

As noted in the following excerpt from the Environmental Checklist Memo, the project's inherent safety features and compliance with all recommended conditions and best management practices was determined to sufficiently mitigate any potential for significant impacts to persons or property from explosion, contamination, or fire.

Environmental Checklist Memo, pg. 7 (Rincon. 2021.): While there is the potential for upset and accident conditions to occur that could lead to the release of hazardous materials, the PHRA determined that with compliance with existing standards and requirements for the proposed battery storage technology operation, the proposed BESS and associated infrastructure improvements would not create a significant hazard to the public, nearby schools, or the environment.

The Applicant has provided a Hazardous Consequence Analysis for the revised project and similarly concluded that there are no significant hazards.

Additionally, the Ventura County Fire Protection District has experience with the permitting and safety features of BESS facilities, and will review the technical and safety documents submitted with the revised Project No. 20-CUP-05. All of the Fire Department required conditions of approval would be included in the Conditions of Approval for the project.

B.3 Possible hazard or inconvenience caused by unusual volume or character of traffic.

As noted above, the subject project site is fully within a Commercial-Light Industrial (C-LI) zoning district, with similar business and land uses surrounding it. Truck traffic is a normal, daily occurrence in this area. Based on the information and trip generation estimates, the proposed business use and activities would not generate an unusual volume or type of vehicular traffic. As stated above, approximately two trips per month will be made to the unmanned facility. In addition, the removal of the building from the project is anticipated to reduce the duration of construction-related traffic to the site.

Overall there are no unusual or unmitigated possible hazards or inconveniences caused by unusual volume or character of traffic.

SECTION 5: Environmental Assessment. The Planning Commission makes the following environmental findings:

- A. The Planning Commission has reviewed and considered the administrative record, including but not limited to the Categorical Exemption Memo and supporting documentation prepared by Rincon Consultants, and finds that those documents taken together contain a complete and accurate reporting of all the environmental impacts associated with the Project. The environmental review and administrative record have been completed in compliance with CEQA, the State CEQA Guidelines, and the City's CEQA Guidelines. The Categorical Exemption memo and its associated findings reflect the City's independent judgment.
- B. In compliance with the California Environmental Quality Act (CEQA) and the SPMC, the Planning Commission finds that the proposed Project is exempt from CEQA pursuant to Sections 15304 (Class 4 – Minor Alterations to Land) and 15332 (Class 32 – In-Fill Development Projects) of Title 14 of the California Code of Regulations. This finding is based on the evidence discussed in the Categorical Exemption Memo and supporting documentation prepared by Rincon Consultants for Project 20-CUP-05 as summarized below:
 - B.1 **Class 4:** The Project would include temporary trenching for conduit, grading, and minor alterations to site fencing and landscaping. These activities would not involve removal of mature or scenic trees and would not take place within a scenic area, wetland or waterway, or mapped areas of severe geologic hazard. Therefore, the Class 4 exemption is applicable.

B.2 **Class 32:** The Project would involve construction of a BESS facility on a site designated for Commercial-Light Industrial use pursuant to the City of Santa Paula 2040 General Plan. The Project site is 2.6 acres, within the City of Santa Paula, and served by all existing utilities and public services. The site is a dirt/gravel lot used for truck parking and contains minor ornamental vegetation, which does not provide value as habitat to special-status species. Implementation of the proposed Project would not result in significant traffic, noise, air quality, or water quality impacts, as explained in the Categorical Exemption Memo prepared by Rincon Consultants. Therefore, the Class 32 exemption is applicable.

C. In compliance with the California Environmental Quality Act (CEQA) and the SPMC, the Planning Commission finds that no exceptions under §15300.2 apply. This finding is based on the evidence and recommendations within the Categorical Exemption Memo and supporting documentation prepared by Rincon Consultants for Project 20-CUP-05 as summarized below:

C.1 **15300.2(a) Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project which is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

- a) The project would be located on a developed site within an urban area and does not contain suitable habitat for special-status species. No impacts to special-status species, critical habitat, jurisdictional wetlands or waters, environmentally sensitive habitat areas, or protected trees would occur.
- b) The project site is not included on any list compiled pursuant to Section 65962.5.
- c) During normal operations, the proposed project would not present a substantial hazardous risk to the public or environment.
- d) A Hazard Consequences Analysis was conducted to examine the potential impacts of a fire failure at the project site. The Hazard Consequences Analysis determined that, in the unlikely event of a fire or off-gassing at the site, the proposed BESS would not result in significant hazardous impacts as toxic pollutant plumes with concentrations sufficient to cause significant health impacts would travel a maximum distance of 144 feet under the worst-case scenario and would not reach off-site receptors.

- e) The project would not result in significant impacts to the environment based on the Environmental Checklist included in Appendix G of the CEQA Guidelines.

Based on findings a) through e) above, the section 15300.2(a) Location exception does not apply.

C.2 15300.2(b) Cumulative Impact. All categorical exemptions are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

- a) There are 29 planned and pending projects within the city, eight of which are currently under construction. Of these projects, there is one related project, a 30 MW/60 MWh BESS facility located at 132 North 13th Street approximately 300 feet south of the project site.
- b) In order for a project to contribute to cumulative impacts, it must result in some level of impact on a project-specific level. As further described in the Environmental Checklist Memorandum, the project would not result in any significant impacts to the environment based on the Environmental Checklist included in Appendix G of the CEQA Guidelines.
- c) Construction and operational air pollutant emissions from the project would not exceed VCAPCD thresholds. Likewise, GHG emissions generated by the proposed project would not exceed the applicable threshold and the project would not conflict with applicable sustainability plans and policies. Because air quality and GHG emissions analyses are cumulative in nature, the project would not have a cumulatively considerable contribution to any cumulative air quality or GHG emissions impacts posed by other projects in the vicinity.
- d) Noise, by definition, is a localized phenomenon and is progressively reduced as the distance from the source increases. Construction noise from adjacent construction sites typically correspond closely to the noise levels generated by the single loudest noise source and do not combine to create significantly louder noise levels. Therefore, the construction noise generated by the project would remain below the Federal Transit Administration daytime threshold for an 8-hour period at the nearest noise-sensitive receptors.
- e) Project operation would contribute minimal traffic volumes. A doubling of sound energy, such as the addition of a second equally loud noise source, increases cumulative noise level by 3 dB, an increase which is considered barely perceptible to the average human. Therefore, operational noise and increased traffic noise would result in a less than cumulatively considerable contribution to cumulative noise impacts.

- f) Construction traffic and temporary lane closures required for construction of the proposed BESS projects at both 212 N. 12th St. and 132 N. 13th St. would result in incremental increases in traffic on area roadways. However, as demonstrated in the Hazard Consequences Analysis and Risk Assessment prepared for this project and the Mitigated Negative Declaration prepared for the 13th St. project, no significant impacts to operation of the transportation system would occur.
- g) Once operational, the proposed BESS and 132 North 13th Street BESS facility would primarily require remote monitoring and interface, and the minor increase in trips for project operations and maintenance would not result in any substantial long-term transportation impacts. In addition, the project would not alter the operation of any roadways or bicycle, pedestrian, or public transit facilities. Therefore, the project would not have a cumulatively considerable contribution to transportation impacts in the area.
- h) For other resource areas, such as agricultural and mineral resources, the proposed project would have no impact in comparison to existing conditions. As such, the project would not contribute to cumulative impacts related to these issues. Other issues (e.g., geology, hazards, and hazardous materials) are by their nature project specific and impacts at one location do not add to impacts at other locations or create additive impacts.

Based on findings a) through h) above, the section 15300.2(b) Cumulative Impact exception does not apply.

- C.3 **15300.2(c) Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility the activity will have a significant effect on the environment due to unusual circumstances.

- a) The project would involve construction and operation of a remotely manned BESS facility in an industrial and commercial area of Santa Paula that would support electricity grid resiliency. As detailed in the Environmental Checklist Memorandum, the proposed project would not result in a significant effect on the environment due to unusual circumstances, based on the Environmental Checklist included in Appendix G of the CEQA Guidelines.

Based on the finding above, the section 15300.2(c) Significant Impact exception does not apply.

- C.4 **15300.2(d) Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not

apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

- a) There are no officially designated state scenic highways within Santa Paula; however, State Routes 126 and 150 within the city are eligible for designation. The City has also designated Foothill Road, State Routes 126 and 150, and 12th Street south of State Route 126 as city scenic routes.
- b) Views of the project site from State Route 126, State Route 150, and the scenic portion of 12th Street are not readily available due to the distance of the project site from these roadways and existing development that blocks views of the site. In addition, the proposed BESS facility would include security fencing and landscaped setbacks to screen the building from adjacent roadways and properties.

Based on findings a) and b) above, the section 15300.2(d) Scenic Highways exception does not apply.

- C.5 **15300.2(e) Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

- a) The project site is not included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5.

Based on the finding above, the section 15300.2(e) Hazardous Waste Sites exception does not apply.

- C.6 **15300.2(f) Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

- a) The project site contains one 700-sf prefabricated office building (not part of the project) and a gravel lot used for truck parking. According to the results of the Cultural Resources Assessment, there are no historic resources on the project site. Consequently, the proposed project would result in no impact to historical resources.

Based on the finding above, the section 15300.2(f) Historical Resources exception does not apply.

SECTION 7: *Reliance on the Record.* Each and all of the findings and determinations in this Resolution are based on competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all

respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 10: The Commission Secretary is directed to mail a copy of this Resolution to the Applicant and to any other person(s) requesting a copy.

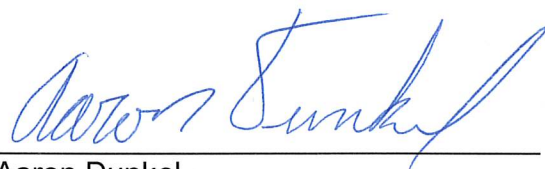
SECTION 11: *Approval.* The Planning Commission grants a modified Conditional Use Permit for Project No. 2020-CUP-05, subject to the conditions listed on the attached Exhibit "A," which are incorporated into this Resolution by reference.

SECTION 12: The action of the Planning Commission may be appealed to the City Council within ten (10) calendar days of said action. The appeal fee to the City Council is \$5,000 and is the responsibility of the appellant. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal constitutes a waiver of any right of appeal.

[SIGNATURES ON NEXT PAGE]

Project No. 2020-CUP-05
BESS 'Black Walnut'
Conditional Use Permit
211 N. 12th Street
(2.54-acre parcel, APN: 101-0-183-435)

PASSED AND ADOPTED this 23rd day of January 2024.



Aaron Dunkel
Chairperson
City of Santa Paula Planning Commission

ATTEST:



James Mason
Secretary
City of Santa Paula Planning Commission

APPROVED AS TO FORM:



Henry Castillo
Interim Assistant City Attorney
City of Santa Paula

EXHIBIT A

RESOLUTION 3857 CONDITIONS OF APPROVAL

Project No. 2020-CUP-05
“BESS Black Walnut”
211 N. 12th Street - APN: 101-0-183-435

In addition to all applicable provisions of the Santa Paula Municipal Code (“SPMC”), esVolta, LP, a Delaware limited partnership registered to do business in California (“Applicant”), agrees for itself, its heirs and assigns that it will comply with the following provisions as Conditions for the City of Santa Paula’s Approval of the modified Project No. 20-CUP-05 (each a “Project Condition”; and together, “Conditions of Approval”).

I. GENERAL CONDITIONS

1. Awareness: The Resolution and these associated Conditions of Approval have been adopted with the knowledge, understanding and consent of the Property Owner and Applicant. Applicant represents that it is an authorized agent of Ted and Pamela Sakaida Trust (“Property Owner”) and that accepting these Conditions of Approval will bind the Property Owner.
2. Compliance: The Property Owner/Applicant must comply with all applicable ordinances, codes, regulations, policies, and conditions (including those herein) and pay all applicable fees and assessments to the City.
3. Violation: The Property Owner/Applicant’s failure to comply with, or breach of, any Project Conditions may result in the amendment or revocation of this Conditional Use Permit (“Permit”), or any related permits, or other enforcement action, as may be appropriate in the case. The City may undertake such acts and incur such expenses as it may consider necessary to effect compliance, the cost thereof including without limitation, administration costs and recoverable attorney’s fees, to be reimbursed by the Applicant or current property owners, as may be appropriate in the case.
4. Scrutiny: This Permit is subject to an ongoing review. If at any time valid, substantiated complaints are received, a public hearing may be held before the Planning Commission, at the sole discretion of the City, to determine if any condition or the permit should be modified, amended or revoked.
5. Assignment: The Permit is granted for the subject Property (APN 101-0-183-435) only and is not transferable to another location.
6. Conditions of Approval (“CoAs”) Supersede: The Conditions of this resolution prevail or supersede over all previous CoAs and omissions, conflicting notions,

specifications, dimensions, typical sections, and the like, which may not be shown on the improvement plans.

II. BUILDING AND SAFETY

Standard Requirements:

7. Building Codes: The project must comply with all applicable International, Administrative, and California codes as adopted by the City, including without limitation Fire, Building, Plumbing, Mechanical, Electrical, Energy, Green; and Accessibility codes.
8. Conformity: Plans submitted for building permits must conform to all the Conditions of Approval as approved by the Planning Commission.

III. FIRE (VCFPD)

Standard Requirements:

9. Road Surface, Construction and Grade Limitations: Fire apparatus access roads serving commercial and industrial occupancies shall have a structural cross section and surface complying with the public road standards for the jurisdiction in which the project is located and grades shall not exceed 10%. Where one-way traffic and off-street parking occurs, a 20-foot driveway width shall be provided. 90-degree turns shall comply with VCFD Standards.
10. Parking Prohibited: The Applicant and Property Owner(s) are hereby advised that parking on access roads / driveways and fire department turnarounds is prohibited.
11. Fire Lanes: Prior to construction, the Applicant shall submit two (2) site plans to the Fire District for approval of the location of fire lanes. Prior to occupancy, all fire lanes shall be posted "NO PARKING-FIRE LANE-TOW AWAY" in accordance with the California Vehicle Code, the International Fire Code and current VCFPD Fire Lane Standards. All signs and / or Fire Lane markings shall be within recorded access easements.
12. Access Road Gates: Any gates to control vehicle access are to be located so as to allow a vehicle waiting for entrance to be completely off the intersecting roadway. A minimum clear open width of 15-feet in each direction shall be provided for separate entry / exit gates and a minimum 20-feet for combined entry / exit gates. If gates are to be locked, a Knox system shall be installed. The method of gate control, including operation during power failure (battery back-up), shall be subject to review by the Fire Prevention Division. Gate plan details shall be submitted to the Fire District for approval prior to installation. A final acceptance inspection by the Fire District is required prior to placing any gate into service.

13. Address Numbers (Commercial, Industrial, Multi-family buildings): Building address numbers, a minimum of ten inches (10") high, shall be installed prior to occupancy, shall be of contrasting color to the background, and shall be readily visible at night. Brass or gold plated numbers shall not be used. Where structures are set back more than 150-feet from the street, larger numbers will be required so that they are distinguishable from the street. In the event a structure(s) is not visible from the street, the address number(s) shall be posted adjacent to the driveway entrance on an elevated post. Individual unit numbers shall be a minimum of 4-inches in height and shall be posted at the front and rear entrance to each unit. Additional address directional signs may be required at common building entrances and stairways.
14. Accessory Room Door Labeling: All accessory room doors shall be labeled on the doors indicating use of the room (i.e., Electrical Room, Riser Room, Fire Alarm Panel Inside, Storage Room, Janitor, Roof Access, etc.).
15. Water System Plans: Plans for water systems supplying fire hydrants and / or fire sprinkler systems and not located within a water purveyor's easement, shall be submitted to the Fire District for review and approval prior to issuance of grading and/or building permits or signing of Mylar plans, whichever is first. Plans shall reflect only dedicated private fire service lines and associated appurtenances. Plan shall be design and submitted with the appropriate fees in accordance with VCFPD Standard 14.7.2.
16. Fire Sprinklers: All structures shall be provided with an automatic fire sprinkler system in accordance with the current VCFPD Ordinance at the time of building permit application.
17. Fire Protection System Plans: Plans for all fire protection systems (sprinklers, dry chemical, hood systems, etc.) shall be submitted, with payment for plan check, to the Fire District for review and approval prior to installation. Note: Fire sprinkler systems with 20 or more heads shall be supervised by a fire alarm system in accordance with Fire District requirements.
18. Fire Alarm System: A fire alarm system shall be installed in all buildings in accordance with California Building and Fire Code requirements.
19. Fire Sprinkler System Maintenance: The building fire sprinkler system shall be serviced and maintained in a proper working order at all times. Required maintenance inspections and service personnel shall be in accordance with CCR Title 19, and VCFPD Ordinance. Service and maintenance records shall be maintained on-site and available for review by the Fire Department upon request.
20. Five-Year Fire Sprinkler Report: A current Five-Year Fire Sprinkler System certification shall be maintained at all times in accordance with CCR Title-19 and VCFPD requirements. The required Five-Year Report shall be submitted to the Fire Department prior to expiration of the previous Five-Year certification.

21. Fire Alarm Certification: The building fire alarm system shall be serviced and maintained in a proper working order at all times. Required maintenance inspections and service personnel shall be in accordance with NFPA 72. Service records shall be maintained on-site and available for review by the Fire Department upon request.
22. Fire Code Permits: Applicant and / or tenant shall obtain all applicable International Fire Code (IFC) permits prior to occupancy or use of any system or item requiring an IFC permit.

IV. PLANNING

Standard Requirements:

23. Inactivity. If the Conditional Use Permit fails to be actively exercised for a continuous 365-day period, the permit shall lapse and become void. The permit may be administratively extended for up to an additional 24 months upon application and approval by the Planning Director.
24. Signage: Ongoing. All business and advertising signage for the project shall be in conformity with the Planning Commission approved plans and the most current SPMC policies and provisions for the regulation of business and advertising signage. For any proposed business or other advertising signage, the Applicant, Property Owner, or business owner must obtain a Sign Permit from the Planning Division before sign installation.
25. Illumination – General: All exterior lighting must be shown on the final construction plans and is subject to review and approval by the Planning Division to ensure that the exterior lighting is directed and/or shielded down or away from adjoining properties. Appropriate exterior lighting should be provided at entryways, along walkways, between buildings and, within parking areas possess adaptive control sensors. Any exterior lighting must be of a style that is reasonably compatible and harmonious with the architectural style and detail of the building. Future modifications to the installed outdoor lighting, including signage, shall require Planning review and approval.
26. Photometric study: Before submitting plans to the Building and Safety Division for Plan Check, a photometric lighting plan must be shown on the final construction plans submitted to Building & Safety Division. This plan is required and is subject to review and approval by the Planning Division prior to going to Plan Check. The plan must specify the type of lighting fixtures to be used, height of the fixtures, lumen levels, legible specifications for each type of fixture, and the point-by-point foot-candle reading, as described below.

- a) An accurate photometric plan will incorporate all sources of light illuminating the subject property, including nearby street lamps, and other existing lamps casting light onto the lot.
- b) If an existing luminaire (off-site on private and/or public property) is within 5 mounting heights of the subject property boundaries, it is considered to contribute to the existing site illumination and must be included in the photometric study.
- c) A Calculation Summary table indicating footcandle levels on the lighting plan, noting the maximum, average and minimum, as well as the uniformity ratio of maximum to minimum, and average to minimum levels.
- d) Footcandle distribution - plotting the light levels in footcandles on the ground, at the designated mounting heights for the proposed fixtures. Maximum illuminance levels should be expressed in footcandle measurements on a grid of the site showing footcandle readings in every five or ten-foot square. The grid shall include light contributions from all sources (i.e. pole mounted, wall mounted, sign, and street lights.) Show footcandle renderings fifteen feet beyond the property lines.
- e) Provide lighting manufacturer-supplied specifications ("cut sheets") that include photographs of the fixtures, indicating the certified "cut off characteristics" of the fixture.

27. Illumination – Technical: Outdoor illumination technical specifications must include the following:

- a) All outdoor lighting design shall be governed by California Energy Commission *Outdoor Lighting Zone* requirements for Lighting Zone-Three (3).
- b) Maximum luminaire mounting height shall be no more than 20-feet, measured from grade at the base. Poles, concrete bases, and fixtures should be appropriate in scale for the buildings and lot.
- c) Pole lamps installed near the perimeter shall be equipped with baffles and / or shields to minimize backlight, glint and glare to adjacent properties.
- d) Lamps shall conform with SPMC Development Code standards for outdoor commercial lighting, shall meet the target of 2.0 foot-candles or lower, shall have a uniformity ratio (max to min 4:1), and an S/P ratio < 1.2.
- e) Photocells shall prevent day burners (lamps on during daytime).
- f) Motion sensors shall dim the lamps to 10% or less during evening hours when the business is open, and ramp up when motion-activated. Be sure to restrict the motion sensor within the parking and drive aisle only. Sensors shall not be triggered by motion on nearby public streets and sidewalks.

- g) Automatic timer override shall turn off the lamps at the close of business, and turn on at the open of business. All parking lot lights shall be either fully turned off (0% illumination) or automatically reduced (10% illumination) during all non-business hours including closed days. Motion sensors (per 'e.' above) may be used for security purposes during all non-business hours including closed days.
28. Illumination – Signs: All outdoor signs that are on during the day and night must be equipped with a control that can automatically reduce lighting power by at least 65% at night.
29. Landscaping: The Property and all landscaping must be maintained in a neat and healthy condition and in a manner that prevents adverse public health, safety, and welfare effects.
- a) *Before the final inspection and/or occupancy*, all graded & disturbed areas on the subject site shall be planted and maintained for both landscaping and erosion control purposes. Inasmuch as possible, plantings should be of native native/drought resistant plant species indigenous to the Santa Clara Valley. All native plant species shall be of local genetic stock. No plant species listed as problematic and/or invasive by the California Native Plant Society <<http://www.CNPS.org>>, the California Invasive Plant Council (formerly the California Exotic Pest Plant Council) <<http://www.cal-ipc.org>>, or as may be identified from time to time by the State of California shall be employed or allowed to naturalize or persist on the site. No plant species listed as a “noxious weed” by the State of California or the U.S. Federal Government shall be utilized within the property.
 - b) All trees planted within the public right-of-way, and all trees planted within 5-feet of the property line shall be installed with a root barrier, 24-inch depth minimum, fabricated from high-density high-impact plastic, minimum of 2.0 mm thick, et. al, as referenced in “Green Book” SPPWC Standard Plan 520 (2012 ed.).
 - c) Plantings will be maintained in good growing condition throughout the life of the Project and, whenever necessary, shall be replaced with new plant materials to ensure continued compliance with applicable landscape requirements.
 - d) Tree topping, stubbing, coppicing, heading back or pollarding is prohibited per City policies and California State Government Code § 53067.
 - e) Tree pruning shall comply with the Tree Care Industry Associations’ ANSI A300 Standards.
 - f) Shrubs shall not be pruned into hedges.

- g) The irrigation system must be located, installed, and maintained as specified per the approved plans and operated to facilitate sound water conservation practices.
- h) Mulch applied to the site must be organic, pest-, and weed-free. Synthetic (i.e., rubber crumb) mulch is prohibited.
- i) Rodenticides containing any anticoagulant compounds (including, but not limited to, Warfarin, Brodifacoum, Bromadiolone or Diphacinone) shall not be used.
- j) The exterior of the Property/Business must be maintained clear of trash, litter, and debris at all times.

Requirements Specific to This Project:

30. Perimeter security fence: The entirety of the project site perimeter shall be enclosed by a continuous security fence and/or gate.

- a) Side and Rear Fencing. A 6-foot high security perimeter fence shall be expanded where necessary to fully surround the property side and rear portions. Barbed wire, razor-edged, and similar fencing materials will be permitted only in the rear and side yards of the subject properties (Commercial / Light Industrial zone; per SPMC § 16.44.030 *Electric, Barbed Wire, And Razor-Edged Fences.*)
- b) Front Gate & Fencing. A non-chain link security perimeter fence and rolling gate shall be maintained along the lot's front portion. Spiked or pointed metal fencing (palisade) may be installed at the front entry and rolling gate, provided such spikes or points are at least 6-feet above ground level.
- c) Fence & Gate Height. Included within the Conditional Use Permit for Project No. 20-CUP-05 is an allowance for up to an 8-foot high perimeter security fence and gate, which is 2-feet above the maximum fence allowed per SPMC § 16.44.020 *Maximum Height.*
- d) The security perimeter fence and gates shall be serviced and maintained in a proper working order at all times.

Street Paving. Post-construction street paving shall conform with all City Public Works requirements and reflect the intent to pave in front of the whole length of the Pepper Tree mobile home community on 13th Street, ending at the south end of the Santa Paula project property line (esVolta's other BESS project).

31. Soil Management Plan: A soil management plan shall be prepared to ensure the proper removal and handling of petroleum-contaminated soils on the site.

V. PUBLIC WORKS

Special Conditions

32. The Property Owner/Applicant must enter into a Franchise Agreement with the City of Santa Paula for the installation of the private underground distribution line located in the Public Right-of-Way on 13th Street, connecting two Parcels with APN Numbers 101018343 and 101024118. The agreement must be executed and submitted to the City prior to Issuance of Building Permits and Public Works Encroachment Permit to install the distribution line. As part of the Franchise Agreement, the Property Owner/Applicant must provide proof of a permit from the Ventura County Department of Transportation, for installation of the distribution line in the County's right-of-way.
33. As determined by the City Engineer, the Property Owner/Applicant must improve the public street roadway and sidewalk pavement along that section of 13th Street where the proposed private underground distribution line is to be placed.
34. Prior to Public Works Encroachment Permit issuance for installation of the private underground distribution line, the Applicant/Property Owner's California licensed Civil Engineer must submit improvement plans to Public Works for review and approval, showing the proposed alignment of the private underground distribution line in the Public Right-of-Way on 13th Street, connecting the two parcels (APN Numbers 101018343 and 101024118). The plans must include all City standards required to trench and install the underground distribution line and restore all existing street surface improvements impacted by the work.
35. The Property Owner/Applicant's engineer must investigate the structural section of the existing streets fronting the development. If the structural section is not adequate for anticipated traffic demand, the structural section of the roadway must be increased, as determined by the City Engineer. If the street section is adequate, the entire street frontage shall be slurry sealed, unless otherwise determined by the City Engineer.
36. Reactive organic compounds, nitrogen oxides (ozone/smog precursor), and particulate matter (aerosols/dust) generated during construction operations must be minimized in accordance with the City of Santa Paula standards and the standards of the Ventura County Air Pollution Control District (APCD). When an air pollution Health Advisory has been issued, construction equipment operations (including but not limited to grading, excavating, earthmoving, trenching, material hauling, and roadway construction) and related activities must cease in order to minimize associated air pollutant emissions.

Standard Conditions

37. Related Permits: The Property Owner/Applicant must obtain all applicable Public Works permits. All requirements of any other law or agency of the State of California and any other governmental entity applicable to the Project must be met.
38. Documents: Copies of all Public Works construction related documents shall be forwarded to the Public Works Inspector including, but not limited to, public improvement material submittals and concrete batch tickets
39. Licensed Contractor: All Public Works infrastructure must be constructed by a competent Class A licensed contractor, approved by the City Engineer.
40. Inspections Funds: The Applicant must submit and maintain sufficient funds on deposit for Public Works construction observation services. Cost of the inspections related to on-site and off-site improvements as it applies to Public Works must be borne by the Applicant/Property Owner. The Public Works Land Development Services will determine the deposit amount and provide Applicant/Property Owner the status of account usage upon request.
41. Grading & Drainage: All grading must conform to City of Santa Paula Municipal Code and the latest edition of the California Building Code. Refer to SPMC Chapter 16.96: Grading Permits and Chapter 16.97: Grading Regulation, et al.
 - a) *Before issuance of a grading permit*, the Applicant/Property Owner shall submit an erosion control plan to the Public Works Department for approval. The plan shall show best management practices to control dust and prevent construction related discharges to the public right of way and neighboring properties. The Applicant/Property Owner shall provide a copy of a state-approved SWPPP for all earthwork disturbances equal to or greater than 1-acre of soil.
 - b) All improvement plans, construction cost estimates, soils reports, geology reports, and all other pertinent engineering design calculations must be submitted to the City concurrently with Grading/improvement Plans.
 - c) The Applicant/Property Owner must submit to the City Engineer a soils and geologic study and comply with the recommendations of the soils and geologic study.
 - d) The geotechnical engineer shall certify all soils and earthwork construction activities.
 - e) Appropriate facilities for proper drainage within the development must be provided and constructed as directed and approved by the City Engineer.
 - f) All storm drain facilities must be designed to convey the Q100 storm runoff.

- g) The Applicant/Property Owner must provide a hydraulic analysis with water surface elevation and hydraulic grade line for each pipe 12-inches and larger.
 - h) The Project must be protected from offsite drainage, and any water concentration and/or increase as a result of the construction of the Project must be conveyed by means of adequate facilities to the natural water courses of the area, and/or existing storm drain system designed to convey the development's runoff. The Applicant/Property Owner shall construct detention facilities to capture and store the excess runoff due to the Project and limit the flow to pre-development levels acceptable to the City Engineer.
 - i) Each lot must drain to an approved drainage facility. Cross lot drainage must be minimized.
42. Stormwater Management: The Project must be undertaken in accordance with conditions and requirements of the Ventura Countywide Stormwater Quality Management Program.
- a) Landscape areas must be designed with efficient irrigation to reduce runoff and promote surface filtration and minimize the use of fertilizers and pesticides which can contribute to urban runoff pollution. Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.
 - b) If applicable, all onsite storm drains must be cleaned at least twice a year; once immediately before October 1st (beginning of the wet season) and once in January. Additional cleaning may be required by the City Engineer in their reasonable judgement.
 - c) All onsite storm drain inlets, whether newly constructed or existing, must be labeled "Don't Dump - Drains to Creek" before occupancy.
 - d) Certified, full capture trash devices must be installed to address the trash total maximum daily load (TMDL) requirements imposed under Los Angeles Regional Water Quality Control Board Resolution Statewide Trash Amendments. These are filtering devices that capture trash and debris before they enter into the storm drain.
 - e) The Applicant/Property Owner is responsible for maintaining and operating all on-site private improvements. The owner is responsible for submitting a stormwater quality mitigation device Maintenance Plan and is responsible for providing a Stormwater Treatment Device Access and Maintenance Agreement on a form approved by the City for all post construction stormwater treatment devices, as required by the Ventura County Municipal Stormwater Permit. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the Applicant/Property Owner or his/her designated representative must certify that the treatment device was

constructed and installed in accordance with the approved plans.

- f) Air conditioning condensate flows must be segregated per the California Building Code to prevent introduction of pollutants and must be directed to pervious areas for percolation where possible.
 - g) Grading operations involving the hauling of dirt shall be controlled and reasonable efforts to avoid the spillage of dirt onto public streets shall be enforced. The grading contractor shall maintain on site at all times a means of preventing blowing dust within the project site and onto adjacent sites.
43. Water Systems: All water system facilities and/or appurtenances will be approved by the City of Santa Paula Water Division and the City Engineer.
- a) Water meters shall be sized per the latest California Plumbing Code.
 - b) A separate irrigation meter is required. The landscaping and irrigation design shall meet the Mandatory Water Conservation guidelines.
44. Any deviations from the approved grading plan must be reviewed and approved in advance by the Public Works Department. The City Engineer may issue a Stop Work Order if field conditions deviate from the approved plans without obtaining prior approval from all appropriate City Departments.

VI. BEFORE GRADING PERMITS

45. Responsibility: The Applicant/Property Owner is responsible for all actions of its contractors and subcontractors until such time as City has accepted the improvements.
46. Before issuance of grading/improvement plans permits, the Applicant/Property Owner must submit to the city an improvement plan, grading plan, and erosion control plan for the development. These plans must include proposed street and site improvements, proposed drainage facilities and structures as required by the city, sewer system and a plan of the water supply system. The project agreements, securities, and documents may not be approved by the City Council unless said improvement plans, grading plans, and erosion control plan have been approved by the City Engineer.
47. The applicant shall submit a Project Drainage Report, prepared by a California Registered Civil Engineer, to address existing and proposed hydrology, including offsite flow patterns which currently influence the project site. Report shall address developed hydrology associated with the site development, based on the provisions of the Ventura County Hydrology Manual and associated methodology, addressing both 10-year and 100-year existing and proposed drainage conditions, including provisions for the interception and conveyance of the 10-year design storm and flood hazards associated with the 100-year storm. Calculations for the mitigation of

increased stormwater runoff shall be provided to support on-site detention facility sizing. Calculations shall address the detailing and sizing of area drains, catch basins and storm drain laterals on site, and shall be coordinated with the project Storm Drain Plans. The Project Drainage Report shall be submitted to the City of Santa Paula Public Works Department for review and approval prior to the issuance of a Grading Permit.

48. Hydrology calculations must be per current Ventura County Standards, utilizing the site-specific design parameters, and to the satisfaction of the City Engineer and Public Works Director prior to the issuance of a Grading Permit.
49. Prior to the issuance of a Grading Permit, the applicant shall post sufficient surety with the City, in a form acceptable to the City Engineer and Public Works Director, guaranteeing completion of all onsite and offsite improvements required by these Conditions of Approval and/or the Municipal Code including, but not limited to grading, street improvements, storm drain improvements, temporary and permanent Best Management Practice (BMP) for the control of non-point water discharges, landscaping, fencing, and bridges. Grading and improvements must be designed, bonded, and constructed as a single project.
50. Technical Specifications: All Public Works construction must be in accordance with the following technical specifications, and must be used for all public improvements on the approved improvement plans including, but not limited to, water, sewer, and storm drain utility systems:
 - a) City Standard Specifications;
 - b) All applicable City Standard Plates and any modification thereto by the City;
 - c) City of Santa Paula Standard Land Development Specifications;
 - d) Standard Specifications for Public Works Construction, "Green book", latest edition;
 - e) American Water Works Association Standards;
 - f) California State Department of Health Standards;
 - g) Ventura County Watershed Protection District Standards.
51. Construction Schedule: Applicant/Property Owner must enter into contract with the City to install and construct all improvements as required by the conditions of approval of the development provisions of the SPMC, and must post security satisfactory to the City Attorney, guaranteeing the installation and construction of all required improvements within the time period specified, herein or an approved time extension.

Security may be in form of performance bonds, labor and materials, and maintenance.

52. 12-Month Warning: The City reserves the right to upgrade, add to, or revise technical specifications and plates and all other City ordinances, policies, and standards. If the improvements required for this Project are not completed within 12-months from the approval date of improvement plans, the Applicant/Property Owner must comply with and conform to any and all upgraded, additional or revised specifications, plates, ordinances, policies, and standards.
53. Concurrent Submittal Required #1: All improvement plans and related documents must be submitted concurrently and include plans for, without limitation, grading, streets, drainage, sewer, water and other appurtenant improvements. In addition, a master utility plan must be submitted showing the layout and location of all the on-site and off-site utility facility improvements of the Project. The plan submittal must also include construction cost estimates and all pertinent engineering design calculations.
54. Engineer of Record: The Applicant/Property Owner must retain a Civil Engineer licensed in the State of California and registered in accordance with the appropriate provisions of the Business and Professional Code. Said Civil Engineer shall be recognized as the Engineer of Record for this Project, to help ensure that the construction work conforms to the approved improvement plans (public improvements, rough grading and fine grading) and specifications, and to provide certified "as-built" plans prior to occupancy. Submittal of the certified "as-built" plans will be required before and as a condition of final acceptance of any public improvements by the City. The Engineer of Record shall be the primary contact on behalf of the Applicant/Property Owner, for any design changes, deviations, and alternative solutions to unforeseen circumstances.
55. Safe Excavations: All excavations must conform to OSHA standards.
56. Flood Protection: For any equipment pads, the Applicant/Property Owner must protect the equipment pads of all structures from the effect of a 100-year storm run-off. Based on the Flood Zone, the Applicant/Property Owner must comply with the City's Flood Damage Prevention Ordinance, including without limitation, flood prevention and flood proofing requirements for new construction. The proposed non-residential project must be elevated, flood proofed, plus freeboard. Any plans submitted to implement flood protection requirements (e.g. grading plans) shall ensure that the Project will not adversely affect the neighboring properties and structures.
57. Model Water Efficient Landscape Ordinance: The Applicant/Property Owner must comply with the current Model Water Efficient Landscape Ordinance per CCR Title 23, Chapter 2.7.

< <https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Model-Water-Efficient-Landscape-Ordinance> >

58. Material: All import material must be new and/or clean and certified fill, and material submittals shall be submitted to the City Engineer for review and approval prior to construction.
59. Soils: Before issuance of grading/improvements plan permits, a soils report must be reviewed by the City of Santa Paula before the City will approve the Project. Applicant/Property Owner shall submit this report with the building plans.
60. All river rock gravel pavement structural sections subject to vehicular loading shall be designed by the project Geotechnical Engineer and Engineering Geologist and submitted in conjunction with the final geotechnical report for review and approval by the Public Works Department prior to the issuance of a Grading Permit.
61. Prior to Grading Permit issuance, site access and fire hydrant locations shall be reviewed and approved by the Ventura County Fire Department.
62. All other requirements, notes and regulations arising from plan review as determined necessary by the City and their reviewers shall be incorporated into the design as required by the City prior to Grading Permit issuance.
63. Prior to issuance of a Grading Permit, existing utility points of connection shall be potholed to verify location and elevation. An encroachment permit shall be obtained from Public Works prior to related work being performed in Public Right of Way or easements. Utility plans shall be updated as necessary prior to final approval.
64. Prior to issuance of a Grading Permit the applicant shall be responsible for identifying all easements and related encumbrances on the project plans and related documents and ensuring that all such easements and encumbrances are not impeded, burdened, and are adequately maintained in accordance with the terms and language of the original easement. Determination of such compliance shall be subject to the City of Santa Paula Public Works approval.
65. Prior to the issuance of a Grading Permit the applicant shall perform additional tests within all proposed onsite infiltration areas in conformance with the Ventura County Technical Guidance Manual for Stormwater Quality Control Measures. Test results and related infiltration recommendations shall be incorporated in the project Geotechnical Report and the design of proposed drainage facilities.
66. Prior to the issuance of a Grading Permit the applicant shall provide recommendations for foundation design for the proposed equipment pads to address anticipated accumulative seismic and static settlements. Such recommendations shall be included in the profile geotechnical report and incorporated in the plans.

67. The applicant shall provide for the interception of tributary areas of offsite drainage to maintain existing drainage patterns for adjacent properties. Onsite storm drain systems shall be designed to accommodate the interception and associated conveyance of such tributary offsite drainage to the satisfaction of the City Engineer and Public Works Director prior to the issuance of a Grading Permit.
68. The applicant's engineer shall provide for detention of on-site storm drainage, based on either offsite storm drain capacity limitations or a 'no net increase' approach, whichever yields the greater volume or required detention. Such calculations shall be included in the Project Drainage Report to the satisfaction of the City Engineer and Public Works Director prior to the issuance of a Grading Permit.
69. Runoff coefficient values shall be reflective of final design conditions. Storm drain infiltration devices shall be sized accordingly to final runoff coefficient values. Such calculations shall be included in the Project Drainage Report to the satisfaction of the City Engineer and Public Works Director prior to the issuance of a Grading Permit.

VII. BEFORE BUILDING PERMITS

70. Applicant/Property Owner must obtain all necessary encroachment permits. This shall include, without limitation, permits from the City of Santa Paula, Southern California Edison Company, and all other utilities and communication providers. An encroachment permit is required for any work in the public right of way.
71. Signatory: Before submitting plans to the Building and Safety Division for Plan Check, the Applicant/Property Owner must sign the Conditions of Approval and return the wet signature to the Planning Division.
72. CoAs on Plans: Before the issuance of building permits, plans submitted to the Building & Safety Division for building permits must have the Conditions of Approval printed directly onto the building plans and the Project number, "2020-CUP-05," in the title blocks of the blueprints for this Project.
73. Site Improvement Plans: Before the issuance of building permits, the Public Works Department must approve the final grading and site improvement plans.
 - a) Site Utilities Plan: The utilities plan shall accurately show all existing and proposed utilities, including but not limited to sewer, water, storm drainage, gas, electric and applicable upgrades and reconstruction required to serve the proposed Project.
74. Utilities on Plans: Before the issuance of building permits, the plans provided to the Building & Safety Division for plan check must show all utilities to serve the proposed Project. The meter point of responsibility must be shown on the improvement plans. Improvement plans will need to show proposed abandonment of services not needed.

75. Trash Enclosure: Before the issuance of building permits, Public Works and Planning must review and approve the design for the revised trash enclosure. The solid waste enclosure shall be constructed in accordance with City of Santa Paula Standard Plan revised Plate 428, have a metal roof, and be sized to accommodate three containers (3-cy bins) each; for solid waste, recyclables and organics.

< <https://www.spcity.org/DocumentCenter/View/1356> >

- a) The Applicant/Property Owner may submit an alternate trash enclosure design for review and approval as long as the design can accommodate the three containers to the satisfaction of Public Works, Planning, and the city's franchise waste hauler (currently, Athens Environmental Services).
- b) The trash enclosure shall incorporate steel mesh between the block wall and roof opening to prevent unauthorized access.
- c) The revised PW Plate 428 Refuse Enclosure (July 2019) includes a requirement for a 4-inch sanitary sewer drain, located within the refuse enclosure.
- d) Per the Building Official, there are additional plumbing elements that must be included, such as a trap primer and a grease interceptor / clarifier to mitigate any fats, oils, and greases or other solids before entering the municipal sewer system.
 - d.1) CA Plumbing Code Section 1009.1 *Interceptors (Clarifiers) and Separators/ Where Required*¹
 - d.2) Plumbing Code Section 1007.1 *Trap Seal Protection*²
- e) SPMC § 16.40.110 *Solid Waste/Recycling Receptacles and Enclosures*. (2) The exterior architectural treatment and color of waste storage areas must be compatible with the main building treatment.
- f) The Applicant/Property Owner must contact the current franchise waste hauler of the City of Santa Paula, to determine the frequency of pickup. "Athens Services" is located at 866 E. Main Street, Santa Paula. Phone: (805) 933-0100. Website: < athens-env.com >

Fire Department

76. Fire Alarm/Sprinkler Monitoring Plans: Plans for any fire alarm system or sprinkler monitoring system shall be submitted, with payment for Plan Check, to the Fire District for review and approval prior to installation.
77. Fire Department Clearance: Applicant/Property Owner shall obtain the following forms prior to obtaining a building permit for any new structures or additions to existing structures.

63.1) VCFD Form #610 "Fire Permit Application"

63.2) VCFD Form #625 "Fire-Flow Verification"

VIII. FEES DUE BEFORE BUILDING PERMITS

78. City Water Rights/In Lieu Fee: Before the issuance of building permits, the Applicant/Property Owner must convey to the City of Santa Paula sufficient water rights to support the needs of the Project in accordance with SPMC § 52.021 (provision of 125% of projected demand).

79. In absence of water rights, the Applicant/Property Owner shall pay in lieu fees, calculated at the current rate at the time of Building Permit submittal. An empirical study assaying the Project's water demand analysis for domestic, irrigation, and fire protection must be performed to calculate In-lieu fees. If a study is not performed, For FY 2020-21, the in lieu fee is \$26,016/AFY.

< http://santapaulaca.igm2.com/Citizens/Detail_LegiFile.aspx?ID=1345&highlightTerms=Ordinance%201270 >

80. County Traffic Fee: Before the issuance of building permits, the Applicant/Property Owner must convey to the City of Santa Paula the Ventura County Traffic Impact Mitigation Fee in accordance with the current rate sheet for District 2 - Incorporated Santa Paula.

< https://s29422.pcdn.co/wp-content/uploads/2019/12/TD_TIMIndexFees_2020.pdf >

81. County Watershed Protection District: Before the issuance of building permits, the Applicant/Property Owner must convey to the City of Santa Paula the Ventura County Watershed Protection District Flood Acreage Assessment Fee ("FAF") in accordance with the current rate sheet as approved by the Ventura County Board of Supervisors on June 25, 1991, or in accordance with the current rate sheet. As of September 2019, the FAF is \$2,400 per acre (rounded up to the nearest quarter- acre).

IX. BEFORE PUBLIC STREET IMPROVEMENTS

82. Supersedes. The Conditions of this resolution prevail over all omissions, conflicting notions, specifications, dimensions, typical sections, and the like, which may not be shown on the improvement plans.

83. Responsibility. The Applicant/Property Owner is responsible for all actions of its contractors and subcontractors until such time as City has accepted the improvements.

84. Technical Specifications. All Public Works construction must be in accordance with the following, and must be used for all public improvements on the approved improvement plans including, but not limited to, water, sewer, and storm drain utility systems:

- a) City Standard Specifications;
- b) All applicable City Standard Plates and any modification thereto by the City;
- c) City of Santa Paula Standard Land Development Specifications;
- d) Standard Specifications for Public Works Construction, "Greenbook", latest edition;
- e) American Water Works Association Standards;
- f) California State Department of Health Standards;
- g) Ventura County Watershed Protection District Standards.

X. DURING CONSTRUCTION ACTIVITIES

Fire Department

85. Construction Access: Prior to combustible construction, an all-weather access road / driveway suitable for use by a 20-ton Fire District vehicle shall be installed at locations approved by the Fire District.
86. Construction Access Utilities: Prior to combustible construction, all utilities located within the access road and the first lift of the access road pavement shall be installed. A minimum 20-foot clear width shall remain free of obstruction during any construction activities within the development once combustible construction starts.

Public Works

87. Survey Monuments: before Construction. Before the final inspection and/or occupancy, the developer must submit evidence to the city of existing corner lot monumentation before project approval and at the completion of the project to ensure that existing corner monumentation and witness markings are not disturbed by construction activities or were reset.
88. Prior to construction, the applicant shall comply with the City of Santa Paula standard requirements for dust control, including, but not be limited to, minimization of ground disturbance, application of water/chemicals, temporary/permanent ground cover/seeding, street sweeping, and covering loads of dirt for the review and approval of the City Engineer and Public Works Director. All clearing, grading, earth moving,

excavation, soil import and/or soil export operations must cease during periods of high winds (greater than 15 mph averaged over one hour).

89. Prior to construction, the applicant shall post, in a conspicuous location, the construction hour limitations and make each construction trade aware of the construction hour limitations to the satisfaction of the City.
90. At least one (1) week prior to commencement of grading or construction, the applicant shall prepare a notice that grading or construction work will commence. This notice shall be posted at the site and mailed to all owners and occupants of property within five-hundred feet (500') of the exterior boundary of the project site, as shown on the latest equalized assessment roll. The notice must include current contact information for the applicant, including all persons with authority to indicate and implement corrective action in their area of responsibility, including the name of the contact responsible for maintaining the list. The names of individuals responsible for noise and litter control, tree protection, construction traffic and vehicles, erosion control, and the twenty-four (24) hour emergency number, must be expressly identified in the notice. The notice must be re-issued with each phase of major grading and construction activity. A copy of all notices must be concurrently transmitted to the Community and Economic Development Department. The notice record for the City must be accompanied by a list of the names and addresses of the property owners notified and a map identifying the notification area.
91. Best Management Practices: During construction, the construction plans must incorporate Best Management Practices applicable to the Project for the review and approval by the City Engineer. The Applicant/Property Owner is responsible for BMP monitoring, performance, maintenance and replacement during construction and until they are not required. Inspection of all erosion and sediment control (ECS) devices and BMP's must be conducted every 14-days and within 24-hours of a half-inch rainfall event. Inspections must be recorded.
92. Prior to the start of grading or any ground disturbance, the applicant shall identify a responsible person experienced in NPDES compliance who is acceptable to the City Engineer and Public Works Director. The designated NPDES person (superintendent) shall be present, on the project site Monday through Friday and on all other days when the probability of rain is forty percent (40%) or greater and prior to the start of and during all grading or clearing operations until the release of grading bonds. The superintendent shall have full authority to rent equipment and purchase materials to the extent needed to effectuate Best Management Practices. The superintendent shall be required to assume NPDES compliance during the construction of streets, storm drainage systems, all utilities, equipment, and final landscaping of the site.
93. Development shall conform to the current requirements for the County's MS4 permit for new development.

94. All storm water facilities shall conform to the most current Ventura County Technical Guidance Manual for Storm Water Quality Control Measures.
95. A State Storm Water Pollution Prevention Plan (SWPPP) is required for all ground disturbing activities that are greater than one acre. Prior to Grading Permit issuance, a Notice of Intent (NOI) and the SWPPP shall be filed with the State Water Resources Control Board, and a Waste Discharger Identification (WDID) number must be obtained.
96. Work in the Public Right of Way: During construction, an Encroachment Permit must be obtained from the Public Works Department if any construction is performed within the public right of way and if any equipment and/or materials will be stored on a City street. An Encroachment Permit is needed to perform the work within the time and work specified in the permit. An additional or revised Encroachment Permit may be required depending on the nature of the work.
 - a) A Traffic Control Plan prepared by a Civil Engineer or Licensed Traffic Professional is required for all work in the public right of way.
 - b) An Encroachment Permit shall be required for any temporary parking of deliveries of or staging material on City right-of-way.
 - c) Traffic control plan shall include construction advisory speed limits, speed limit posting locations, and enforcement measures if needed.
97. Construction Vehicle Parking: All construction equipment and vehicles must be stored or parked on the subject site, and must not be stored or parked on City streets, except as may be permitted by the City Engineer for a specified temporary period through written authorization or as agreed upon as a result of the Construction Management Plan to be developed, reviewed and approved by the City. Deliveries of BESS modules and subsequent module replacements are prohibited from utilizing private driveways along Thirteenth Street and Twelfth Street.
98. During construction the applicant shall utilize all prudent and reasonable measures (including installation of a 6-foot-high chain link fence around the construction site(s) and/or provision of a full time licensed security guard) to prevent unauthorized persons from entering the work site at any time and to protect the public from accidents and injury.
99. During construction written weekly progress reports and a grading completion report must be submitted to the City Engineer by the project geotechnical engineers. These reports must include the results and locations of all compaction tests, as-built plans of all required fill removal, over excavation and remedial grading, including geologic mapping of the exposed geology of all excavations showing cut cross-sections and sub-drain depths and locations. The lists of excavations approved by the engineering geologist must also be submitted. Building permits will not be issued without

documentation that the grading and other pertinent work has been performed in accordance with the geotechnical report criteria and applicable Grading Ordinance provisions.

100. During construction, the applicant shall provide temporary irrigation, and erosion control measures, approved by the Community and Economic Development Director, City Engineer and Public Works Director. Temporary grading is defined to be any grading partially completed and any disturbance of existing natural conditions due to construction activity. These measures will apply to a temporary or permanent grading activity that remains or is anticipated to remain unfinished or undisturbed in its altered condition for a period of time greater than thirty (30) calendar days except that during the rainy season (October 1 to April 15), these measures will be implemented immediately.
101. Grading may occur during the rainy season from October 1 to April 15, subject to timely installation of erosion control facilities when approved in writing by the City Engineer, Public Works Director and the Community and Economic Development Director and when erosion control measures are in place. In order to start or continue grading operations between October 1 and April 15, project-specific erosion control plans that provide detailed Best Management Practices for erosion control during the rainy season must be submitted to the City Engineer and Public Works Director no later than September 1 of each year that grading is in progress. During site preparation and construction, the contractor shall minimize disturbance of natural groundcover on the project site until such activity is required for grading and construction purposes. During the rainy season, October 1 through April 15, all graded slopes must be covered with a woven artificial covering immediately after completion of each graded slope. Grading operations must cease if the applicant fails to place effective best management measures on graded slopes immediately after construction. No slopes may be graded or otherwise created when the National Weather Service local three-day forecast for rain is twenty percent (20%), or greater, unless the applicant is prepared to cover the permanent and temporary slopes before the rain event. The artificial covering and planting will be to the satisfaction of the Community and Economic Development Director, City Engineer, and Public Works Director.
102. Rough Grade Report. At the completion of rough grading, the project Geotechnical Engineer shall submit a comprehensive rough grade report summarizing the required observations, verifications, related tests, and other pertinent documentation to Public Works and Community and Economic Development Departments for review and approval prior to the issuance of a Building Permit. The report shall include the results of all compaction tests as well as a map depicting the limits of over excavation, observed geologic conditions, locations of all density tests, locations and elevations of all removal bottoms, and location and elevation of all retaining wall backdrains and outlets.

103. Rough Grade and Equipment Pad Certifications. Upon completion of rough grading, the applicant shall submit Rough Grade and Equipment Pad Certifications on the City's forms. The certifications shall be signed by the project Geotechnical Engineer and project Civil Engineer, as well as the Grading Contractor. The certification shall be accompanied by as-built survey where deemed necessary by the City Engineer to verify compliance with the limits and elevations required by the approved grading and drainage plans. The Rough Grade and Equipment Pad Certifications shall be reviewed in conjunction with the Rough Grade Report by the City of Santa Paula Public Works Department for approval prior to the issuance of a Building Permit.
104. Approval of Rough Grading. The project Rough Grade Report and Rough Grade and Equipment Pad Certifications shall be reviewed and approved by the City Engineer. Evidence of such approval shall be provided to the Community and Economic Development Department, Building and Safety Division, prior to the issuance of a Building Permit. No Building Permit shall be issued for the project without these approvals.
105. Prior to final inspection of improvements, the project Registered Civil Engineer shall submit certified original "record drawing" plans with three (3) sets of paper prints and the appropriate plan revision review fees to the City Engineer and Public Works Director along with electronic files in a format satisfactory to the City Engineer and Public Works Director. These "record drawing" plans must incorporate all plan revisions and all construction deviations from the approved plans and revisions thereto. The plans must be "record drawings" on 24" X 36" Mylar® sheets (made with proper overlaps) with a City title block on each sheet. In addition, the applicant shall provide an electronic file update of the City's Master Base Map electronic file, incorporating all streets, sidewalks, streetlights, traffic control facilities, street striping, signage and delineation, storm drainage facilities, water and sewer mains, lines and appurtenances and any other utility facility installed for this project.

XI. FEES DUE BEFORE THE FINAL INSPECTION AND/OR OCCUPANCY

Building & Safety

106. City Development Impact Mitigation Fees: Before the final inspection and/or occupancy, the Applicant/Property Owner must pay the total City Development Impact Mitigation Fees (all 10 categories) in accordance with SPMC Chapter 160: Development Impact Fees. For the City's current "Master Fee Schedule" refer to City Council hearing of May 02, 2016 and Resolution No. 6969.

Note: The Building & Safety Division will compute the exact DIFs as part of the Building Permit process.

<http://santapaulaca.igmm2.com/Citizens/Detail_LegiFile.aspx?ID=1324&highlightTerms=Citywide%20User%20Fee%20and%20Rate%20Public%20Hear >

<http://santapaulaca.igmm2.com/Citizens/Detail_LegiFile.aspx?ID=1138&highlightTerms=Development%20Impact%20Fee >

Finance:

107. City Fees & Charges: Before final inspection and/or occupancy, all applicable Department/Division (Building & Safety, Planning, Public Works, and Legal) Project Review & Plan Check fees and charges must be paid in full.

XII. BEFORE THE FINAL INSPECTION

Building & Safety

108. Waste Diversion: Before the final inspection and/or occupancy, the Applicant/Property Owner shall request weight tickets from “Athens Services”, the franchise waste hauler of the City of Santa Paula, for compliance with the 65% Construction & Demolition Program (or current diversion rate as established by CA Green Building Code § 4.408.1: Construction Waste Management).

Before the final inspection and/or occupancy the weight tickets and any diversion records shall be submitted to the Building Official.

“Athens Services” is currently located at 866 E. Main Street, Santa Paula.
Phone: (805) 933-0100. Website: < athens-env.com >

Planning

109. Hazardous Materials: Before the final inspection and/or occupancy, the Applicant/Property Owner shall receive final approval from the Ventura County Hazardous Materials Program for all on-site business activities and operations.

< <http://www.vcrma.org/envhealth/cupa/index.html> >

110. Air Quality: Before the final inspection and/or occupancy, the Applicant shall receive final approval of an Occupancy Permit from the Ventura County Air Pollution Control District (VCAPCD) for all on-site business activities and operations, per Government Code § 65850.2(c) and AB 3205.

< http://www.vcapcd.org/occup_prmt.htm >

111. As-Built: Before the final inspection and/or occupancy, the Applicant/Property Owner's Architect shall submit As-Built Plans to the Planning Division for review. The submitted As-Built Plans must be:

- a) One (1) full and complete digital set; and
- b) One (1) full-size paper set.

Fire Department

112. Hydrant Location Markers: Before the final inspection and/or occupancy, blue reflective hydrant location markers shall be placed on the access roads in accordance with Fire District standards. If the final asphalt cap is not in place at time of occupancy, hydrant location markers shall still be installed and shall be replaced when the final asphalt cap is completed.

113. Fire Code Permits: Before occupancy or use of any system or item requiring an International Fire Code (IFC) permit, the Applicant/Property Owner shall obtain all applicable IFC permits.

Public Works

114. Final Grade Certification. Prior to the final inspection, the applicant shall submit a Final Grade Certification on the City's form. The Final Grade Certification shall be reviewed and approved by the City Engineer prior to final inspection for the project.

115. Public Damage Replacement. Before the final inspection and/or occupancy, the Applicant/Property Owner must remove and replace any part of existing public improvements damaged during construction of the Project.

- a) All underground irrigation, water, and other pipes or openings which are encountered during construction of street and site improvements must be removed or replaced in a manner satisfactory to the City Engineer.

MAINTENANCE

116. All landscaping must be maintained in a healthy and thriving condition, free of weeds, litter and debris. All paved surfaces: including, but not limited to, the parking area and aisles must be maintained free of litter, debris and dirt. Parking areas and aisles must be swept, washed, or vacuumed regularly. When swept or washed, litter, debris and dirt must be trapped and collected to prevent entry to the storm drain system and infiltration basin in accordance with NPDES requirements.

117. The applicant and/or property owner shall provide verification to the City Engineer and Public Works Director that all proposed on-site storm drains have been cleaned

at least twice a year, once immediately prior to October 1st (the rainy season) and once in January. Additional cleaning may be required by the City Engineer and Public Works Director depending upon site and weather conditions.

118. All storm water detention, retention, and impoundment facilities shall provide access for maintenance purposes. This includes, but is not limited to, maintenance access roads, vehicle and/or man gates, and adequate space to maneuver equipment.

XIII. INDEMNIFICATION

119. Indemnification: The Applicant/Property Owner agree to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Project No. 2020-CUP-05. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Project No. 2020-CUP-05, the Applicant/Property Owner agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Santa Paula's elected officials, appointed officials, officers, and employees.

[SIGNATURES ON NEXT PAGE]

**Project No. 20-CUP-05
Resolution No. 3857
Conditions of Approval**

By signing this document, the Property Owner and Applicant certify that each has read, understood, and agrees to the Project Conditions listed in this document, and that the Applicant is authorized to sign on behalf of the Property Owner.

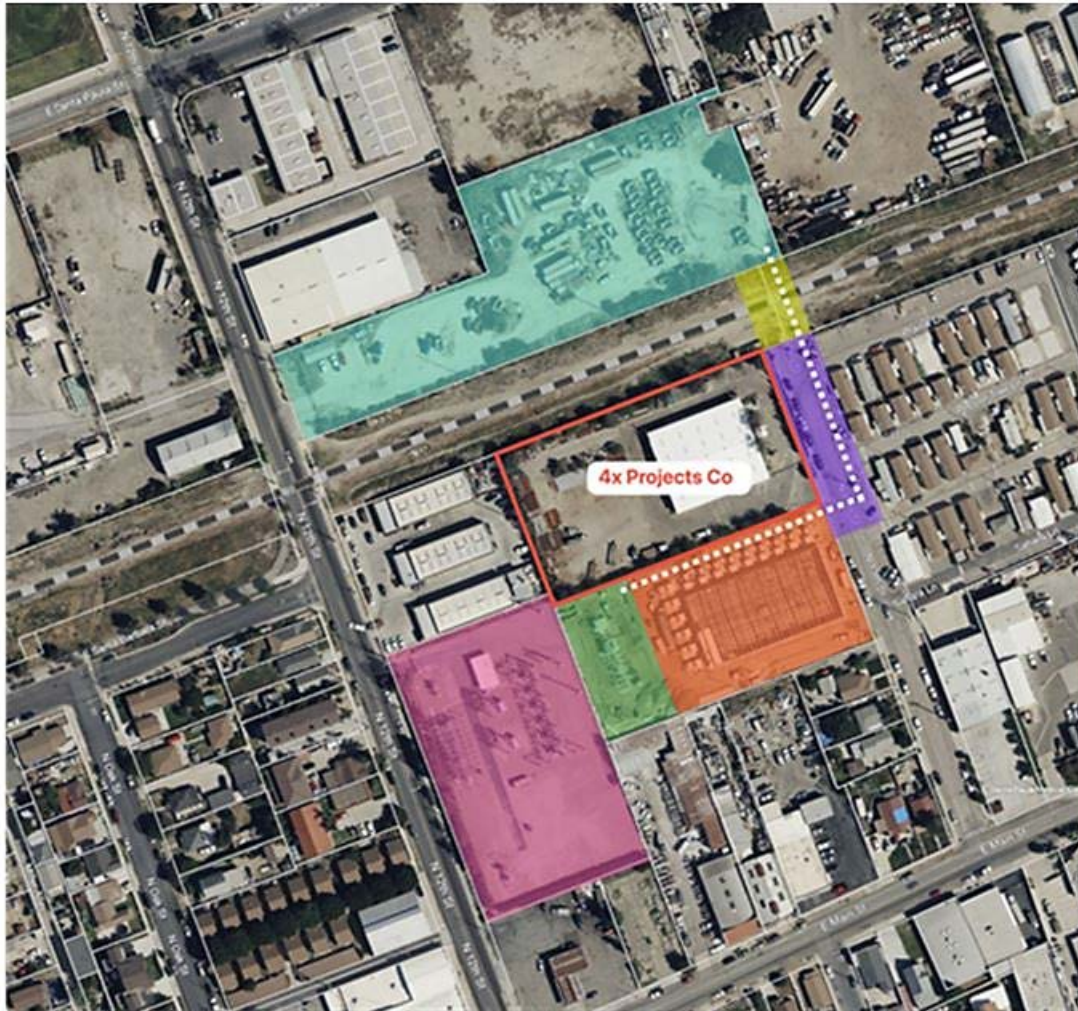


Philip Reeves
Black Walnut Energy Storage LLC
esVolta, LP

Jan 30, 2024
Date

ATTACHMENT C

SITE DIAGRAM FOR FRANCHISE AGREEMENT
(PURPLE AREA)



- | | |
|--|--|
|  Black Walnut Energy Storage |  66 kV Wakefield Substation |
|  Santa Paula Energy Storage |  Sally Substation |
|  Ventura County Transmission Corridor |  Black Walnut Generator Lead Line |
|  Santa Paula Transmission Corridor | |

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: VENTURA COUNTY WATERSHED PROTECTION DISTRICT'S BENEFIT ASSESSMENT PROGRAM FOR FY 2024-2025

Date: May 15, 2024

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Open the public hearing;
2. Receive testimonial and documentary evidence from the public, if any;
3. Close the public hearing;
4. Adopt Resolution No. 7516 authorizing the City Manager to allow City participation in the Ventura County Watershed Protection District's Benefit Assessment Program for FY 2024-25 and continue the City's assessment of \$37.74 per Benefit Assessment Unit (BAU) per year to fund a portion of the City's Stormwater Management Program.

Presented by: Clete J. Saunier, Public Works Director

BACKGROUND:

The City participates in the Ventura County Watershed Protection District's Benefit Assessment Program to partially fund the City's obligations under a National Pollutant Discharge Elimination System (NPDES) Permit issued by the Los Angeles Regional Water Quality Control Board (LARWQCB). The City is a co-permittee under the Regional Phase I Municipal Separate Storm Sewer System (MS4) NPDES Permit (Order No. R4- 2021-0105) for Los Angeles and Ventura Counties, which the LARWQCB adopted on July 23, 2021. This Permit has numerous requirements the City must fund and implement in order to maintain and improve stormwater quality within the City and remain Permit compliant.

ANALYSIS:

The goal of the Benefit Assessment Program is to improve stormwater quality and prevent pollution in stormwater runoff from the following sources: residential, commercial, construction, land development, and capital improvement. Each property is charged for its prorated share of the program cost based upon the size and use of the property. The program funds three distinct revenue sections: County Operations and Maintenance, County NPDES and City NPDES. Currently, the Fiscal Year 2023/2024 assessment for the Benefit Assessment Program is \$37.74 per BAU. The City will receive \$6.65/BAU from the County for the City's

share of the assessment. The proposed assessment for Fiscal Year 2024/2025 is expected to remain the same as Fiscal Year 2023/2024.

The proceeds from the Benefit Assessment Program are used by the City for the following activities:

1. Stormwater Quality Monitoring
2. Program Reporting
3. Data Management
4. Laboratory Analytical Services
5. Public Participation and Outreach Programs
6. Program Administration

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan; however, by adopting this resolution, the City will be able to partially fund the City's Stormwater Quality Management Program affecting all Santa Paula residents and businesses.

FISCAL IMPACTS:

The proposed Fiscal Year 2024/2025 assessment is designated to partially fund the City's activities to remain in compliance with the federal and state mandated NPDES Permit Program. The proposed Fiscal Year 2024/2025 Benefit Assessment Unit breakdown is as follows:

- County Operations and Maintenance: \$271,559 (\$27.13/BAU)
- County NPDES: \$39,602 (\$3.96/BAU)
- City NPDES: \$66,542 (\$6.65/BAU)

Total Santa Paula contribution: \$377,702

There are approximately 10,011 BAUs in Santa Paula and the assessment per BAU is \$37.74. Therefore, the total Santa Paula assessment would be approximately \$377,702. The \$6.65 per BAU the City should receive from this year's assessment is estimated to be \$66,542.

Proceeds from the Benefit Assessment Program will be used to partially fund the activities of the City's Stormwater Quality Management Program as required under the July 2021 Regional Phase I MS4 NPDES Permit for Los Angeles and Ventura Counties.

OPTIONS:

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

1. Do not adopt Resolution No. 7516 authorizing the City Manager to allow City participation in the Ventura County Watershed Protection District's Benefit Assessment Program for FY 2024-25. This will result in the City not receiving critically needed revenue to fund its stormwater management program to prevent polluted stormwater runoff from entering the City's stormwater conveyance system. This could also result in non-compliance with the requirements of the NPDES permit issued by the Los Angeles Regional Water Quality Control Board.

ATTACHMENTS:

[Exhibit A - Resolution No. 7516.pdf](#)

[Exhibit B - May 3, 2024 Public Notice.pdf](#)

EXHIBIT A

Resolution No. 7516 – NPDES Benefit Assessment

RESOLUTION NO. 7516

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA APPROVING AN ASSESSMENT FOR IMPLEMENTING A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER QUALITY MANAGEMENT PROGRAM.

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

SECTION 1: The City Council finds that:

- A. The Federal Water Pollution Control Act ("Clean Water Act"), as implemented by the United States Environmental Protection Agency ("EPA"), requires that the city adopt plans and programs for stormwater quality management;
- B. The Clean Water Act (33 U.S.C. § 1342(p)) requires that the EPA establish regulations setting forth National Pollutant Discharge Elimination System ("NPDES") Permit requirements for stormwater discharges;
- C. To comply with and implement the requirements of federal and state clean water laws, the Ventura County Watershed Protection District ("District"), the County of Ventura, and the cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley and Thousand Oaks, ("Co-permittees") formed the Ventura Countywide Stormwater Quality Management Program and submitted an application, including the Ventura Countywide Stormwater Quality Management Plan ("Stormwater Quality Management Plan"), to be covered by a single NPDES Permit for publicly owned municipal storm drains;
- D. In 1992, the City Council approved an Implementation Agreement between the Co-permittees to develop an integrated Stormwater Management Program with the objective of improving water quality in the watersheds of Ventura County;
- E. The Implementation Agreement provides that the Co-Permittees may fund the NPDES program through District's Benefit Assessment Program and prescribes a procedure for requesting the levy of the assessment, and
- F. On May 15, 2024, the City Council held a public hearing to consider the imposition of a \$37.74 per year assessment to finance the costs associated with the City's Municipal Stormwater Quality Management Program

SECTION 2: The City of Santa Paula requests that the District include the following amounts in its Benefit Assessment Program for Fiscal Year 2024-25.

- A. The estimated cost for the City to coordinate and comply with the NPDES Program for Fiscal Year 2024-25 is \$377,702;
- B. The assessment rate should be \$37.74 per Benefit Assessment Unit within the City;
- C. The City will receive \$6.65/BAU from the County for the City's share of the assessment.

SECTION 3: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of May, 2024

Leslie Cornejo, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Seth Merewitz, Interim City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

EXHIBIT B

May 3, 2024 Notice of Public Hearing



**CITY OF SANTA PAULA
NOTICE OF PUBLIC HEARING**

TAKE NOTICE that the Santa Paula City Council will hold a public hearing on **Wednesday, May 15, 2024**, commencing at 6:30 p.m. or as soon thereafter as possible in the Santa Paula Council Chambers, 970 Ventura Street. The public hearing will allow testimony regarding a proposed resolution of the City Council of the City of Santa Paula requesting that the Board of Supervisors of Ventura County continue to collect a Benefit Assessment of \$37.74 per Benefit Assessment Unit (BAU) on properties within the City of Santa Paula to fund federally mandated National Pollution Discharge Elimination System (NPDES) stormwater discharge permit activities in Santa Paula. The total assessment citywide would be approximately \$377,702.

All interested persons are invited to be present and heard at said meeting. Anyone who seeks to challenge the decisions of the City Council in court with respect to these matters may be limited to raising only those issues raised by the public hearing described in this notice, or in written correspondence delivered to the City at or prior to the public hearing.

Information relating to the above matter will be available for public review in the Office of the City Clerk of Santa Paula located in City Hall at 970 Ventura Street, Santa Paula, California, ten days before the hearing.

To be published in the Santa Paula Times Friday, May 3, 2024.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: 5-YEAR PAVEMENT MANAGEMENT PLAN UPDATE

Date: May 15, 2024

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the updated 5-Year Cycle 1 Pavement Management Plan
2. Provide staff direction on recommendations related to 5-Year Cycle 2 Pavement Management Plan

Presented by:

Clete J. Saunier, Director of Public Works
Robert Woodward, m6 Consulting, City Engineer

BACKGROUND:

The City's street network consists of approximately 55 centerline miles that equate to approximately 180 lane miles. Based on the Pavement Condition Index (PCI) Report, the average PCI for all Santa Paula streets is 58, which is within the classification range of 'fair' condition. This reflects an improvement in PCI largely due to the extensive paving efforts which have been accomplished in the past 4 fiscal years.

Before 2018, the City did not have a long-term formal pavement management plan to maintain and rehabilitate the City's streets. For the previous 25 years, the City focused primarily on reconstructing and rehabilitating its failing streets at a very costly improvement rate of 1.1 miles per year. With 55 centerline miles, continuing this approach would take 50 years to address all city streets. Furthermore, after newly constructed roads were finished, they were not being maintained resulting in a significantly shorter service life.

On June 19, 2019, the Public Works Department presented a 5-Year Pavement Management Plan (PMP) within a 20-year forecast to the City Council for review and adoption. This plan would guide the improvement and maintenance program for all City streets moving forward.

On May 6, 2020, the City Council approved Resolution 7270 adopting the 5-year Pavement Management Plan (FY 2020-2021 to FY 2024-2025) requiring staff to annually update the plan and address the status of road pavement conditions with the City. This report and updated

plan address this requirement and the 5-year plan for the upcoming 2024-2025 FY Pavement Management Plan.

ANALYSIS:

The City is approaching the final year of the first 5-year cycle of a larger 4-cycle, 20 year pavement management program (PMP). The Public Works Department has made significant progress in resurfacing deteriorating streets around the City in these first years, and anticipates accomplishing further improvements in the coming years. Public Works staff have simplified the traditional design, bid, build process for street rehabilitation that was typical for paving projects prior to 2019, instead utilizing prescriptive approaches to maintenance specifications for streets in conjunction with on-call contractors. This prescriptive approach eliminates the time and consultant costs associated with traditional PS&E development, allowing for a high percentage (99 percent) of funds allocated to paving maintenance and rehabilitation to be directed to actual construction of improved roads, sidewalks and drainage. These efficiencies, coupled with occasional Measure T surpluses, have allowed staff to maximize the amount of projected paving in each fiscal year, often exceeding the original planned paving scope with streets completed.

Originally the Public Works Department developed the PMP using the 2016 Pavement Condition Index data (updated 2020) and best pavement management practices. The ultimate goal of the PMP is to maximize the use of available funds to maintain and improve the City’s overall Pavement Condition Index. The specific objectives included:

- 1. Perform street maintenance regularly to extend the service life of existing roads.
- 2. Use pavement preservation and rehabilitation strategies to improve more roads within limited funding projections.
- 3. Coordinate with sewer and water utility projects to maximize use of available funding sources.

PREVIOUS FY 2022-2023 COMPLETED STREETS:

The FY 2022-2025 program focused on the Harvard Boulevard arterial paving, inclusive of crosswalk, curb ramp and striping improvements between Peck Road and 10th Street (SR150). This work is currently underway and will be completed in August of 2024.

CURRENT PROPOSED FY 2024-2025 STREET WORK:

The FY 2024-2025 program focuses on the street segments identified in the previously projected FY 2023-2024 and FY 2024-2025 PMP. This work will be coordinated with projected water utility maintenance and repair projects which are planned for streets in the current program. Depending on the timing of water utility construction, street segments in the FY 2024-2025 program may occur in either the Fall of 2024 or Spring of 2025. Street segments are listed in Table 1 below.

Table 1: Proposed FY 2024-2024 Street Segments

FY 2024-2025		
Street Name	From	To

FALL	McKevett Heights	Loma Vista Place	Teague Drive
	Teague Drive	McKevett Heights	N. 6 th Street
	N. 9 th Street	E. Santa Paula Street	End
	E. Virginia Terrace	N. Mill Street	N. 6 th Street
	Glen Way	E. Virginia Terrace	N. 8 th Street
	Glen Way	N. 8 th Street	N. 9 th Street
	E. Pleasant Street	N. Mill Street	N. 6 th Street
	N. 7 th Street	E. Virginia Terrace	E. Santa Paula Street
	Walnut Street	E. Pleasant Street	E. Santa Paula Street
	View Drive	N. 6 th Street	Bradley Street
SPRING	Terracina Drive	N. Mill Street	N. 10 th Street
	Loma Vista Place	N. Mill Street	375' W/O McKevett Heights
	La Vuelta Place	N. Mill Street	McKevett Heights
	McKevett Road	N. Mill Street	McKevett Heights
	N. Mill Street	Terracina Drive	E. Santa Paula Street
	Mill Place	N. Mill Street	End
	Teague Drive	La Vuelta Place	E. Virginia Terrace
	Park Street	N. Ojai Road / Highway 150	Orchard Street
	Park Street Alley	N. Ojai Road / Highway 150	Orchard Street
	Orchard Street	N. Ojai Road / Highway 150	Park Street
	Glen Way	N. Mill Street	N. 9 th Street

The paving of anticipated FY 2024/2025 PMP areas is expected to commence in the Fall of 2024 to address programmed streets in conjunction with projected SB1 and Measure T funds expected to be available subsequent to July 1, 2024. This will complete PMP efforts associated with Cycle 1 of the City's paving program. A summary of the proposed 2024-2025 Pavement Management Plan is reflected in Exhibit A.

CYCLE 2 PAVEMENT MANAGEMENT PLAN:

As the City enters the final year of Cycle 1 of the City's Pavement Management Program, it is useful and informative to commence planning efforts related to Cycle 2 of the City's PMP. The goals of pavement management include repairing and rehabilitating streets to improve the pavement condition index (PCI) of City roadway segments, as well as applying preservative treatments to extend the longevity of improved roadways. The goal for roadway segments throughout the City is a PCI of 70 and above, with emphasis for rehabilitation on roadways with a PCI of less than 55, which includes poor and very poor PCI classifications. Currently, 49% of City streets, or 26.9 centerline miles, are in this target zone for rehabilitation, while 11% of streets, or 5.8 centerline miles, are in fair condition.

Upon initiation of the City's Pavement Management Program in 2019, future Cycles 2, 3 and 4 were identified to address the remainder of the required paving. These Cycles were reflected as generally associated with the east, south and west portions of the City respectively. The intent was for the primary PMP activities in a given year to be focused within these portions of

the City, though maintenance activities such as protective pavement coatings, slurry seals and similar measures would still be implemented throughout the City. This is consistent with pavement management practice, which recognizes that streets, once restored by grind and overlay operations, would be maintained to sustain the PCI of the roadway segment to 70 or better.

In addition to maintaining street paving in the public right-of-way, maintenance of City owned parking lots, repair of sidewalks, curb ramps and other mobility improvements are typically included in the pavement management program as appropriate. Additional considerations for the City's streets are maintenance and repair of street drainage systems including curbs, gutters, and other drainage conveyances. Limited underground storm drainpipes in varying conditions underlie many City streets identified for improvement in Cycle 2. It is recommended that these storm drains be scheduled for maintenance work in coordination with the planned program of streets, to ensure that the City's investment in pavement improvement not be compromised by required storm drain replacement in later years.

In conjunction with the PMP projections for Cycle 2, staff evaluated the remaining roads and related PCI to estimate "cost to complete", utilizing current unit street improvement costs adjusted for inflation over a 10-year period, or approximately two 5-year paving cycles. This is a useful exercise as it allows for the modelling of the potential progress of the PMP in attaining a desired City-wide PCI of 70 or better in future years, with allowances for varying degrees of additional funding should this become available. The following Table illustrates the cost to rehabilitate remaining roadway segments according to PCI, as well as costs to maintain with preservative treatments recently paved roads. Costs to complete are based on conservative values for street repairs due to the variability in condition of poor and very poor streets and adjusted for inflation over a period of 10 years. The tabulated costs include allowances for addressing missing or non-compliant curb ramps, damaged or missing sidewalks, as well as the replacement of damaged curbs and gutters in affected street segments.

Table A: Cost to Complete – Citywide Pavement PCI Upgrade (Poor/Very Poor Streets)

Street PCI/Description	Centerline Miles	Cost
Very Poor (PCI < 25)	11.7	\$6,545,440
Poor (PCI 25-55)	15.0	<u>\$8,940,158</u>
		Total = \$15,485,598

Table B: Cost to Maintain/Preserve – Citywide Pavement PCI > 55

Street PCI/Description	Centerline Miles	Cost
Fair (PCI 55-70)*	4.2	\$590,500
Satisfactory/Good (PCI > 70)**	25.0	<u>\$2,926,175</u>
		Total = \$3,516,675

*Assume thin-lift overlay to rehabilitate Fair roads over 5-year period.

**Assume rejuvenator seal for Satisfactory/Good roads.

With the above summary in mind and assuming a consistent paving fund allocation of \$1.5 million per year, the paving program would require an additional \$2.3 million (\$11.5 million

total) annually in order to attain a citywide PCI of 70 or above within the next 5 years, or an additional \$1.15 million annually over a 10-year period.

The current projected Cycle 2, 5-year Pavement Management Program and associated schedule of City street segments assumes current funding allocation of \$1.5 million per year, and is reflected in Exhibit B. It is worth noting that Cycle 2 PMP efforts, conservatively projected, allow for the completion of street paving and related improvements for both the east and southern portions of the City in Cycle 2. The projected efforts include allowances for sidewalk, curb and gutter and curb ramp repair, as well as maintenance efforts in other portions of the City.

An alternative Cycle 5-year Pavement Management Program, which assumes an additional funding allocation of \$2.3 million annually as noted above, is reflected in Exhibit C.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

The 5-Year Pavement Management Plan has been developed based on projected roadway maintenance needs, with an understanding of current construction cost trends and the availability of funding. As funding for street improvements is derived from sources that tend to vary from year to year, it is often necessary to project anticipated progress conservatively, with a programmatic ability to expand the limits of planning as additional funds are realized in the new fiscal year. The current PMP has been developed to ensure specific project scope and costs are within available budgets for a given fiscal year. Work orders for specific programs of street paving will require Council approval prior to initiating actual PMP construction efforts.

OPTIONS:

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

1. Do not receive and file the proposed 2024-2025 Pavement Management Plan and direct Staff to develop a new plan. This would delay all currently planned street improvements until such time as a new plan is adopted by Council.

Staff requests the City Council review the upcoming FY 2024-2025 plan as part of the final year of the Cycle 1, 5-Year Pavement Management Plan, and provide staff with further direction or receive and file the updated PMP as presented. Similarly, staff requests the City Council review the proposed locations and sequence of paving for the next 5-Year (Cycle 2) Pavement Management Plan and provide staff with further direction on the scoping and content of the Plan and related Alternate with additional funding.

ATTACHMENTS:

EXHIBIT A - Proposed FY 24-25 Pavement Management Plan.pdf

EXHIBIT B - Proposed Cycle 2 Pavement Management Plan.pdf

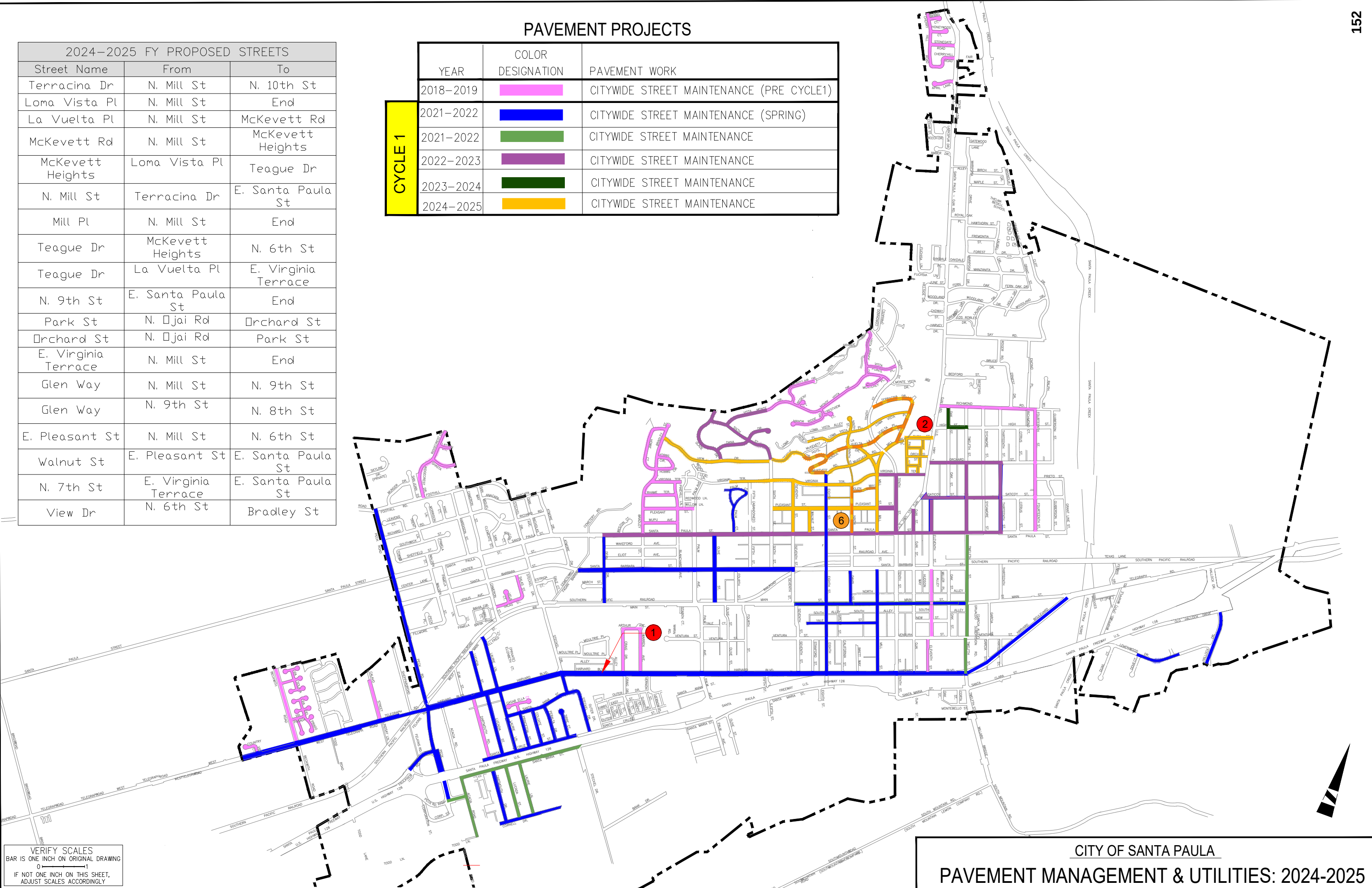
EXHIBIT C - Proposed Alternate Cycle 2 Pavement Management Plan.pdf

EXHIBIT A

Proposed FY 2024-2025 Pavement Management Plan

2024-2025 FY PROPOSED STREETS		
Street Name	From	To
Terracina Dr	N. Mill St	N. 10th St
Loma Vista Pl	N. Mill St	End
La Vuelta Pl	N. Mill St	McKevett Rd
McKevett Rd	N. Mill St	McKevett Heights
McKevett Heights	Loma Vista Pl	Teague Dr
N. Mill St	Terracina Dr	E. Santa Paula St
Mill Pl	N. Mill St	End
Teague Dr	McKevett Heights	N. 6th St
Teague Dr	La Vuelta Pl	E. Virginia Terrace
N. 9th St	E. Santa Paula St	End
Park St	N. Djai Rd	Orchard St
Orchard St	N. Djai Rd	Park St
E. Virginia Terrace	N. Mill St	End
Glen Way	N. Mill St	N. 9th St
Glen Way	N. 9th St	N. 8th St
E. Pleasant St	N. Mill St	N. 6th St
Walnut St	E. Pleasant St	E. Santa Paula St
N. 7th St	E. Virginia Terrace	E. Santa Paula St
View Dr	N. 6th St	Bradley St

CYCLE 1	YEAR	COLOR DESIGNATION	PAVEMENT WORK
	2018-2019		CITYWIDE STREET MAINTENANCE (PRE CYCLE1)
	2021-2022		CITYWIDE STREET MAINTENANCE (SPRING)
	2021-2022		CITYWIDE STREET MAINTENANCE
	2022-2023		CITYWIDE STREET MAINTENANCE
	2023-2024		CITYWIDE STREET MAINTENANCE
	2024-2025		CITYWIDE STREET MAINTENANCE



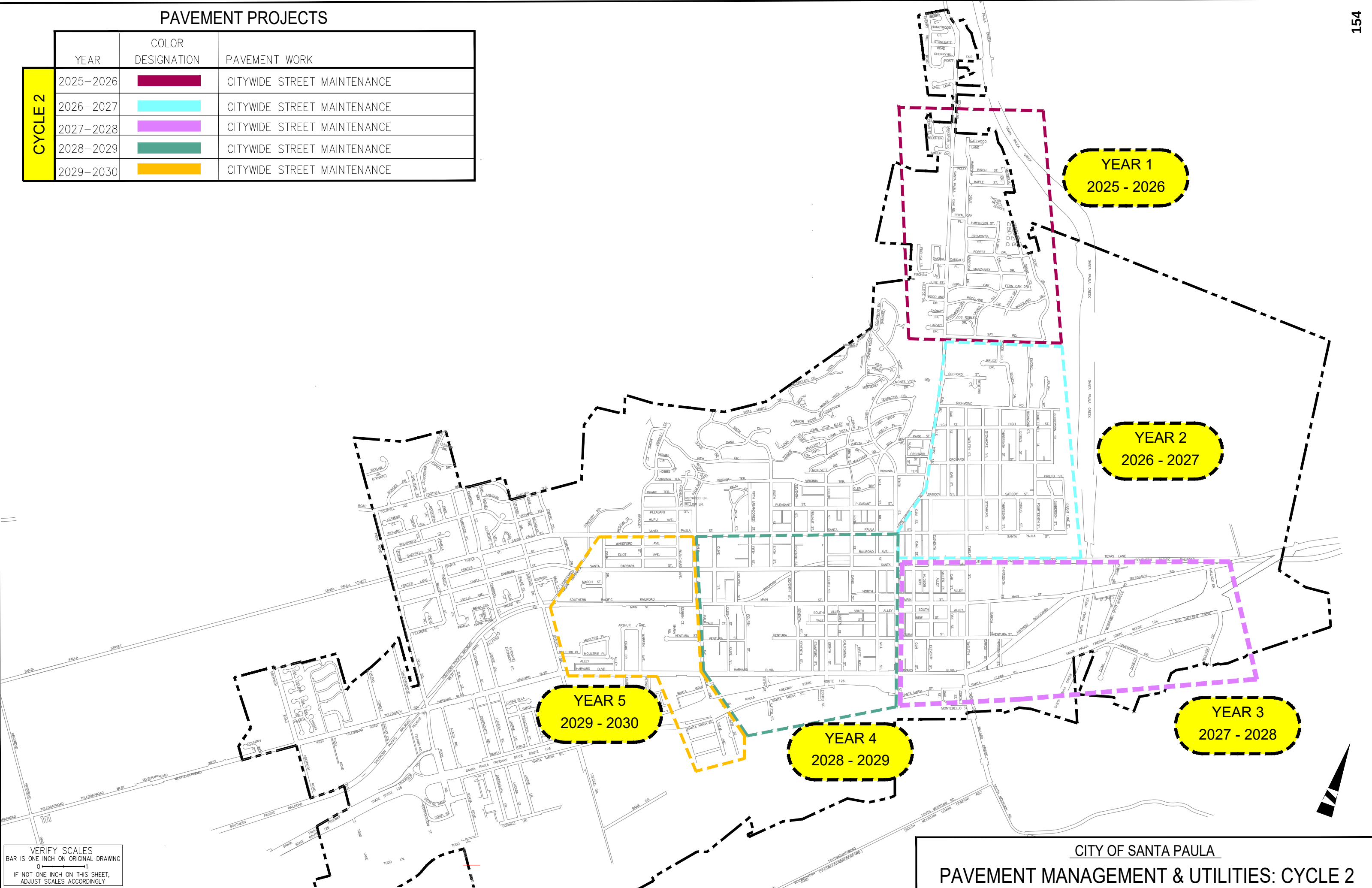
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EXHIBIT B

Proposed Cycle 2 Pavement Management Plan

PAVEMENT PROJECTS

CYCLE 2	YEAR	COLOR DESIGNATION	PAVEMENT WORK
	2025–2026		CITYWIDE STREET MAINTENANCE
	2026–2027		CITYWIDE STREET MAINTENANCE
	2027–2028		CITYWIDE STREET MAINTENANCE
	2028–2029		CITYWIDE STREET MAINTENANCE
	2029–2030		CITYWIDE STREET MAINTENANCE



YEAR 1
2025 - 2026

YEAR 2
2026 - 2027

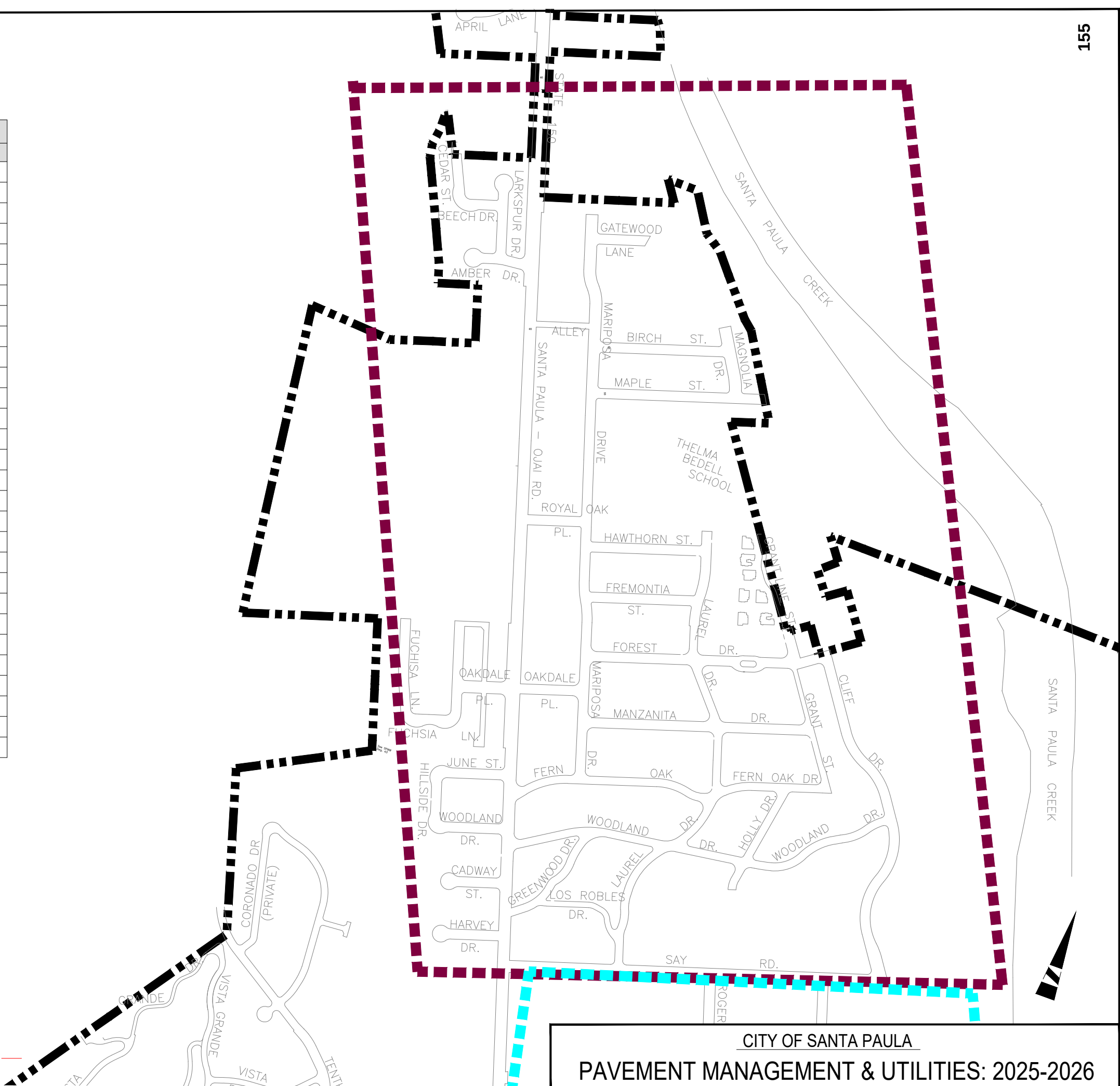
YEAR 3
2027 - 2028

YEAR 4
2028 - 2029

YEAR 5
2029 - 2030

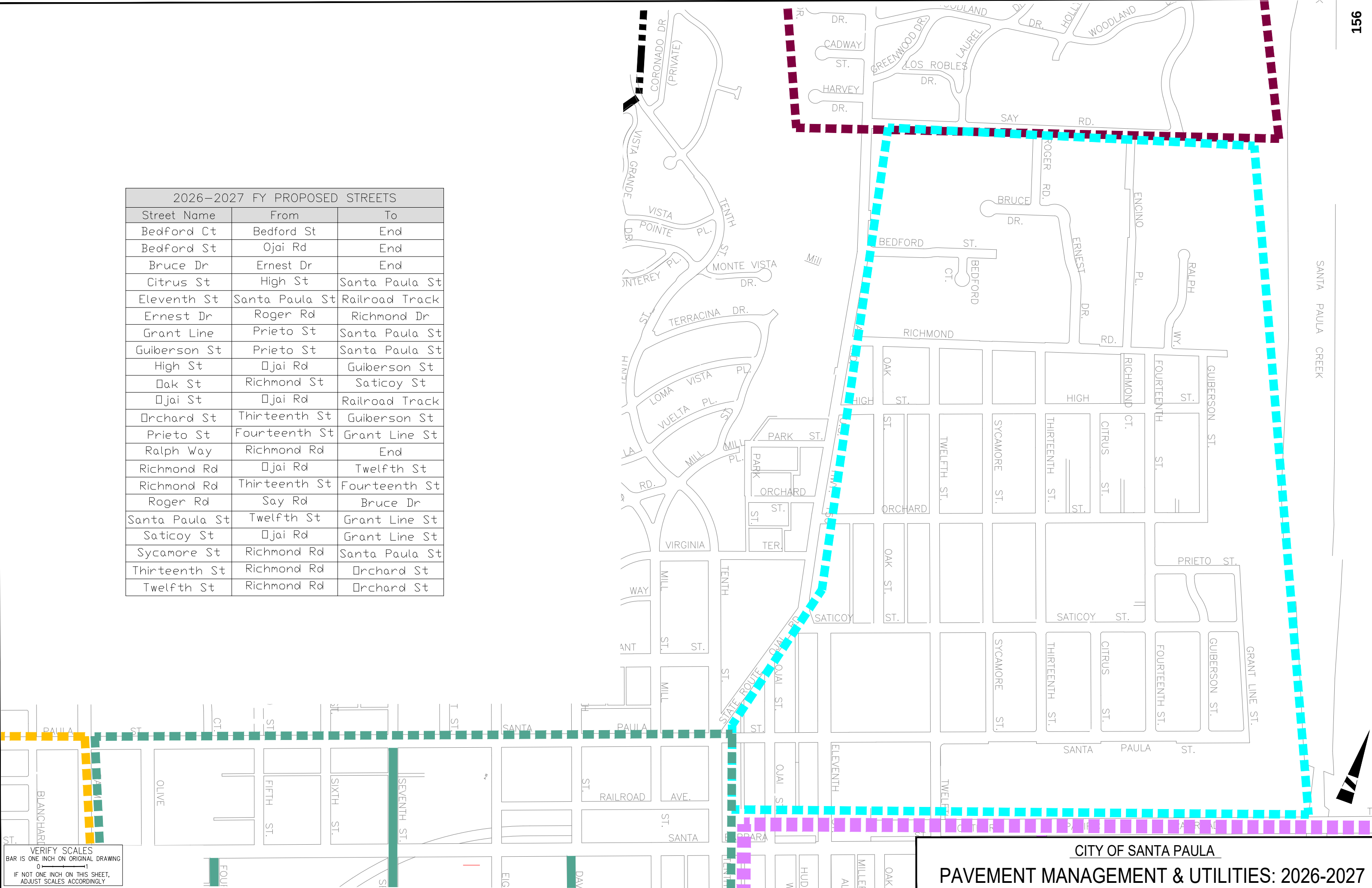
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2025–2026 FY PROPOSED STREETS		
Street Name	From	To
Amber Dr	Ojai Rd	End
Beech Dr	Cedar St	Larkspur Dr
Birch St	Mariposa Dr	Magnolia Dr
Cadway St	Ojai Rd	End
Cedar St	Beech Dr	End
Cliff Dr	Forest Dr	Say Rd
Fern Oak Dr	Ojai Rd	Grant St
Forest Dr	Mariposa Dr	Cliff Dr
Fremontia St	Mariposa Dr	Laurel Dr
Fuchsia Ln	Marigold Ln	End
Gatewood Ln	Mariposa Dr	End
Greenwood Ln	Ojai Rd	Woodland Dr
Harvey Dr	Ojai Rd	End
Hawthorn St	Mariposa Dr	Laurel Dr
Hillside Dr	June St	Woodland Dr
Holly Rd	Fern Oak Dr	Woodland Dr
June St	Ojai Rd	Hillside Dr
Larkspur Dr	Amber Dr	End
Laurel Rd	Forest Dr	Say Rd
Los Robles Dr	Greenwood Rd	Laurel Dr
Magnolia Dr	Maple St	End
Manzanita Dr	Mariposa Dr	Grant St
Maple St	Mariposa Dr	End
Marigold Ln	Fuchsia Ln	End
Mariposa Dr	Fern Oak Dr	End
Oakdale Pl	Ojai Rd	Mariposa Dr
Say Rd	Ojai Rd	Cliff Dr
Woodland Dr	Hillside Dr	Ojai Rd
Woodland Dr	Laurel Rd	Cliff Dr



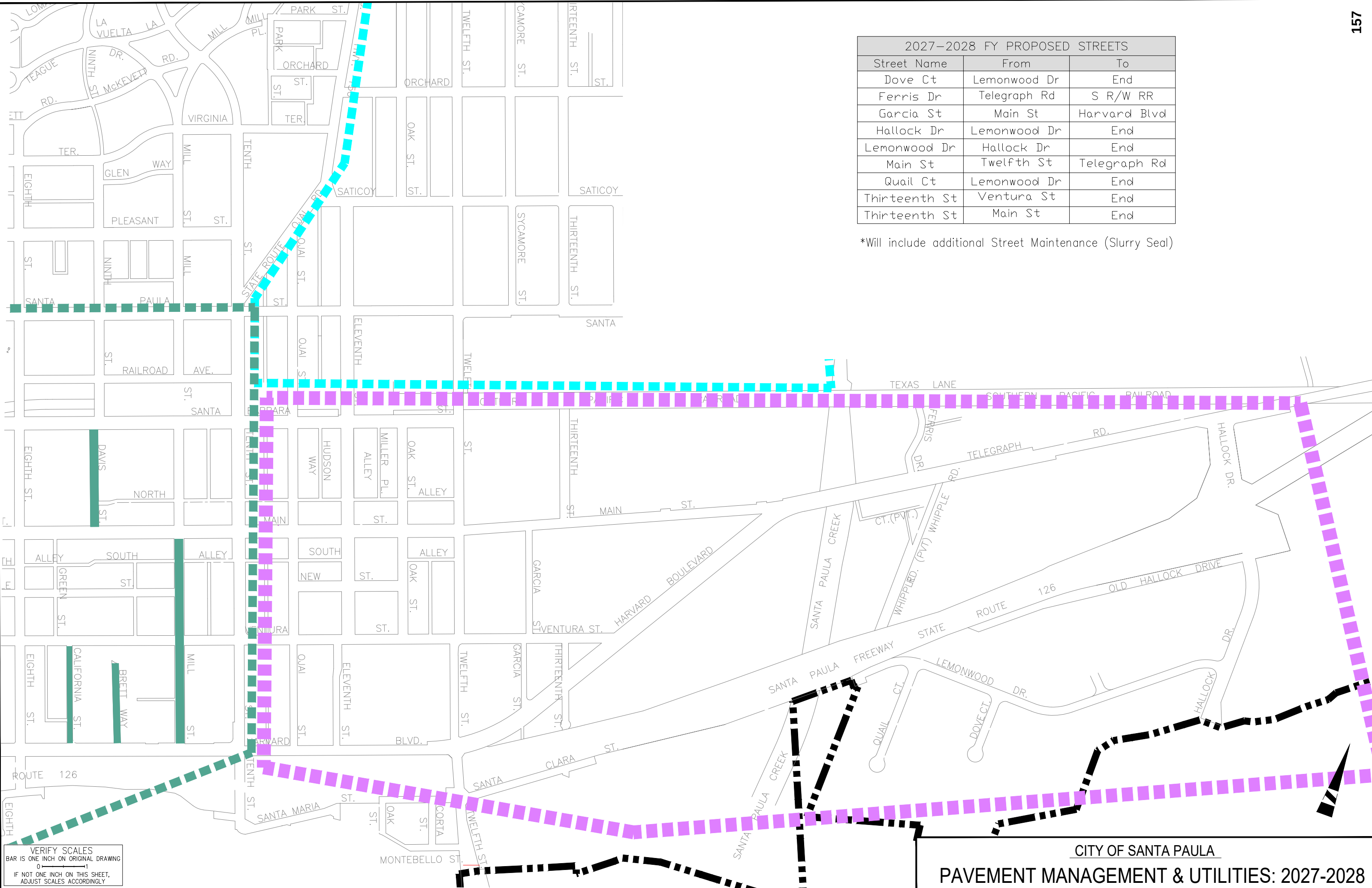
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2026–2027 FY PROPOSED STREETS		
Street Name	From	To
Bedford Ct	Bedford St	End
Bedford St	Ojai Rd	End
Bruce Dr	Ernest Dr	End
Citrus St	High St	Santa Paula St
Eleventh St	Santa Paula St	Railroad Track
Ernest Dr	Roger Rd	Richmond Dr
Grant Line	Prieto St	Santa Paula St
Guiberson St	Prieto St	Santa Paula St
High St	Ojai Rd	Guiberson St
Oak St	Richmond St	Saticoy St
Ojai St	Ojai Rd	Railroad Track
Orchard St	Thirteenth St	Guiberson St
Prieto St	Fourteenth St	Grant Line St
Ralph Way	Richmond Rd	End
Richmond Rd	Ojai Rd	Twelfth St
Richmond Rd	Thirteenth St	Fourteenth St
Roger Rd	Say Rd	Bruce Dr
Santa Paula St	Twelfth St	Grant Line St
Saticoy St	Ojai Rd	Grant Line St
Sycamore St	Richmond Rd	Santa Paula St
Thirteenth St	Richmond Rd	Orchard St
Twelfth St	Richmond Rd	Orchard St



2027-2028 FY PROPOSED STREETS		
Street Name	From	To
Dove Ct	Lemonwood Dr	End
Ferris Dr	Telegraph Rd	S R/W RR
Garcia St	Main St	Harvard Blvd
Hallock Dr	Lemonwood Dr	End
Lemonwood Dr	Hallock Dr	End
Main St	Twelfth St	Telegraph Rd
Quail Ct	Lemonwood Dr	End
Thirteenth St	Ventura St	End
Thirteenth St	Main St	End

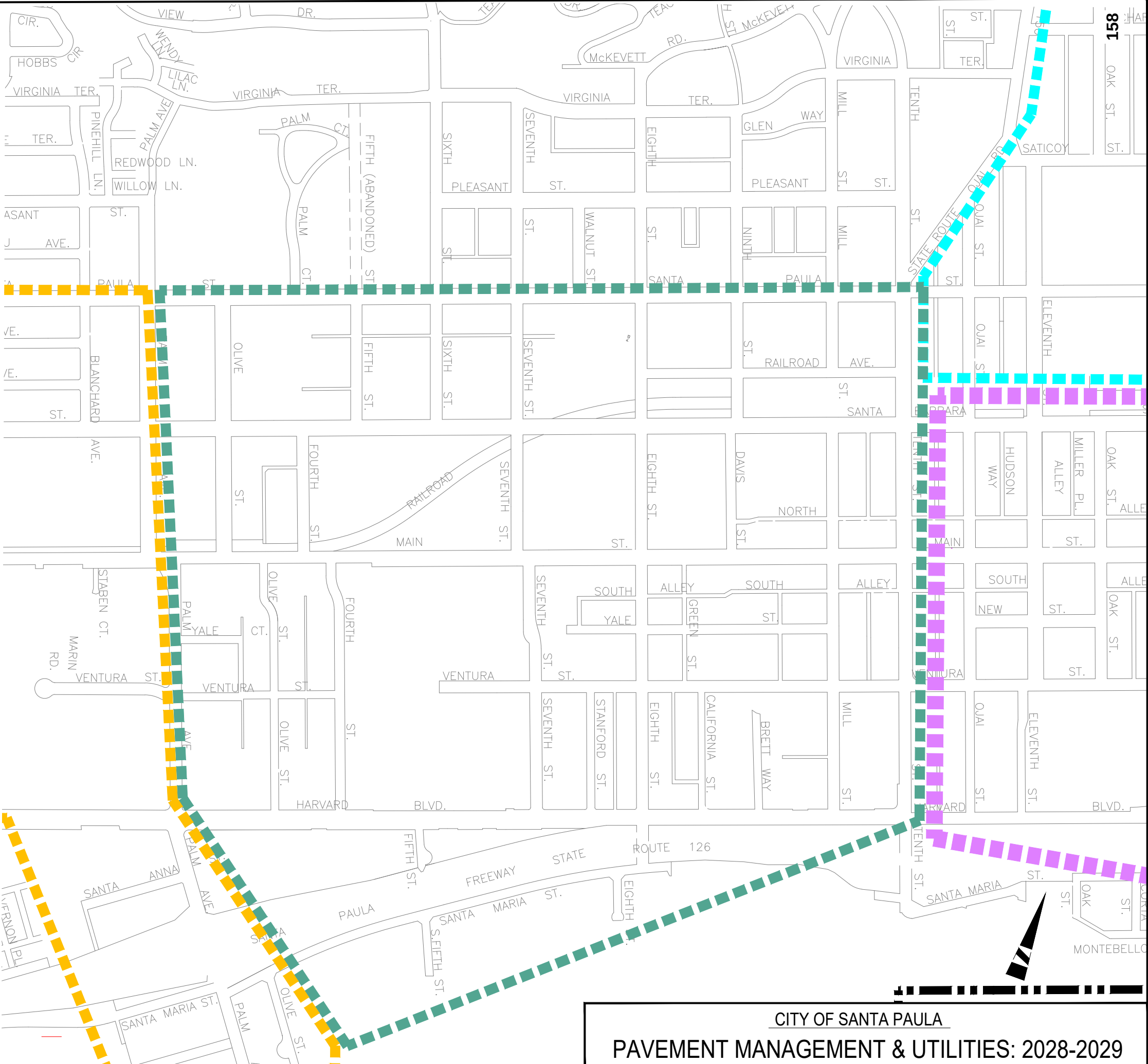
*Will include additional Street Maintenance (Slurry Seal)



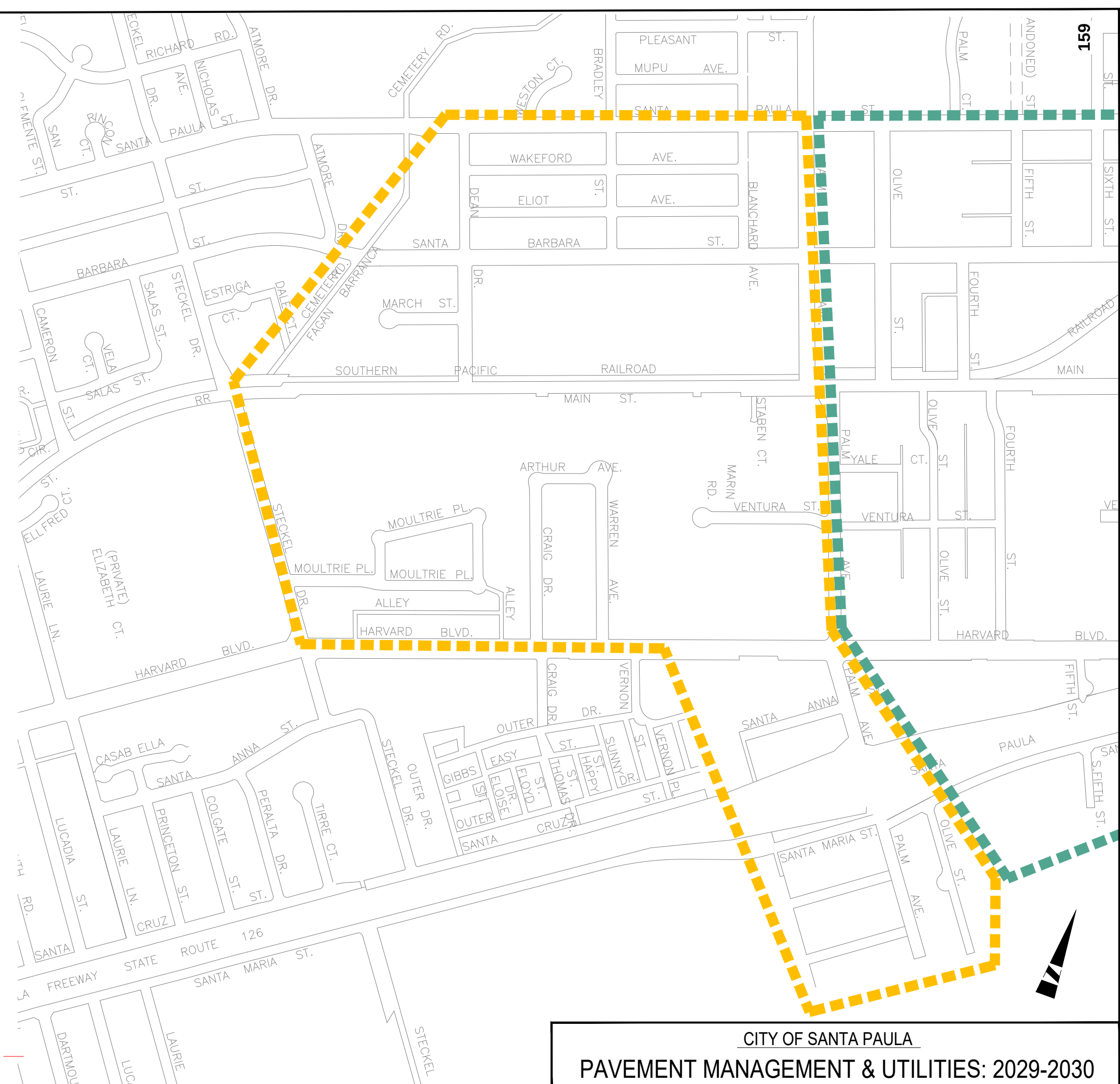
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2028–2029 FY PROPOSED STREETS		
Street Name	From	To
Brett Way	Harvard Blvd	End
California St	Ventura St	Harvard Blvd
Davis St	Santa Barbara St	Main Sy
Eighth St	Santa Maria St	End
Fifth St	Santa Maria St	End
Fifth St	Harvard Blvd	End
Fifth St	Santa Paula St	Santa Barbara St
Fourth St	Santa Barbara St	Main St
Main St	Olive St	Seventh St
Mill St	Santa Paula St	Harvard Blvd
Nineth St	Santa Paula St	Santa Barbara St
Olive St	Main St	Harvard Blvd
Railroad Ave	Eighth St	Tenth St
Santa Barbara St	Eighth St	Mill St
Seventh St	Santa Paula St	Main St
Stanford St	Ventura St	Harvard Blvd
Ventura St	Palm Ave	Tenth St
Yale St	Mill St	End

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2029–2030 FY PROPOSED STREETS		
Street Name	From	To
Arthur Ave	Craig Dr	Warren Ave
Blanchard Ave	Santa Paula St	Santa Barbara St
Bradley St	Santa Paula St	Santa Barbara St
Craig Dr	Arthur Ave	Harvard Bvd
Eliot Ave	Dean Dr	Blanchard Ave
Main St	Steckel Dr	Palm Ave
March St	Dean Dr	End
Moultrie Pl	Steckel Dr	End
Olive St	Santa Maria St	End
Palm Ave	Pleasant St	Main St
Palm Ave	Santa Maria St	End
Santa Anna St	Palm Ave	End
Ventura St	Palm Ave	End
Wakeford Ave	Dean Dr	Blanchard Ave
Warren Ave	Arthur Ave	Harvard Blvd



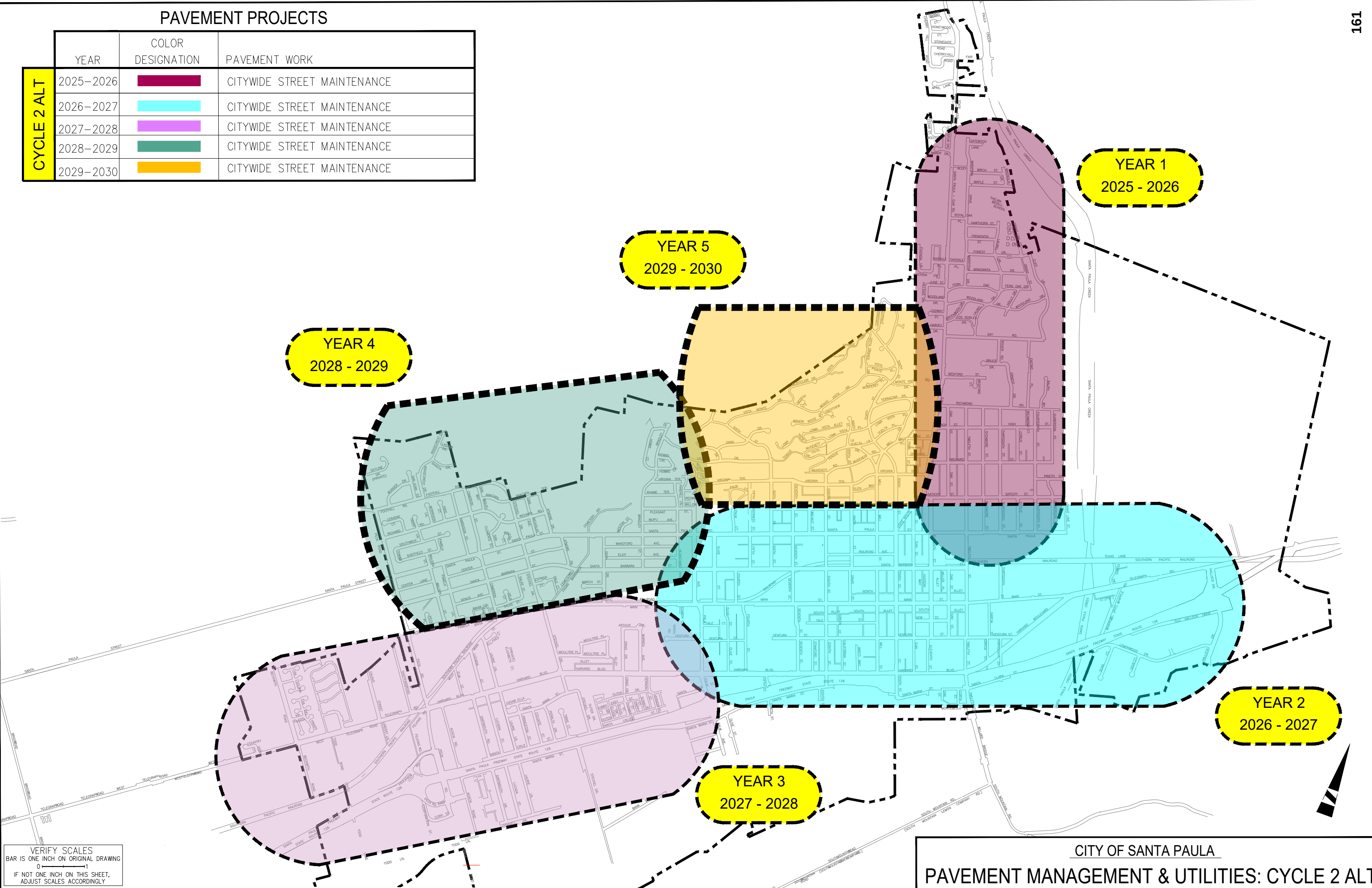
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EXHIBIT C

**Proposed Cycle 2 Alternate Pavement Management Plan
(With Additional Funding)**

PAVEMENT PROJECTS

CYCLE 2 ALT	YEAR	COLOR DESIGNATION	PAVEMENT WORK
	2025–2026		CITYWIDE STREET MAINTENANCE
	2026–2027		CITYWIDE STREET MAINTENANCE
	2027–2028		CITYWIDE STREET MAINTENANCE
	2028–2029		CITYWIDE STREET MAINTENANCE
	2029–2030		CITYWIDE STREET MAINTENANCE



YEAR 1
2025 - 2026

YEAR 5
2029 - 2030

YEAR 4
2028 - 2029

YEAR 2
2026 - 2027

YEAR 3
2027 - 2028

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**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: MAIN STREET CROSSWALKS CONTRACT AWARD

Date: May 15, 2024

Agenda Item: 11.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Award a Construction Contract to J.L. Plank Inc. dba Cen-Cal Construction for the construction of the Main Street Crosswalk Improvements in the amount of \$803,803 and authorize the City Manager to execute the contract in a form approved by the City Attorney;
2. Authorize the City Manager or his designee to approve contract change orders to the Construction Contract as required and verified by staff in an amount not to cumulatively exceed \$80,380.30 and an allowance of \$80,380.30 for construction management, inspection, materials testing, and engineering support services for the Main Street Crosswalk Improvements project.
3. Approve budget adjustments as noted in the Fiscal Impacts section Table 1.

Presented by: Clete Saunier, Public Works Director

BACKGROUND:

The Crosswalk Safety Improvement Program (CSIP) is an on-going capital improvement program to maintain or replace crosswalk warning lights, striping and curb ramps in accordance with disabled access regulations and current traffic safety practice. Staff has identified the following seven intersections where the in-ground, crosswalk warning lights are no longer functioning and require replacement:

Main Street

- Lucada Street and Main Street
- Cameron Street and Main Street
- South 4th Street and Main Street
- Dean Drive and Main Street

State Route (SR) 150

- Oakdale and Ojai Road

- Virginia Terrace and Ojai Road
- Ventura Street and 10th Street

The existing in-ground warning light systems are obsolete and no longer available for purchase. Staff has identified an improved crosswalk safety option in Rectangular Rapid Flashing Beacons (RRFBs).

On April 19, 2023, the City Council adopted Resolution No. 7451 approving the plans and specifications for Main Street Crosswalk Improvements Project and authorized staff to advertise for Project bids.

On May 30, 2023, the Main Street Crosswalks Improvements project bid opening was held at 3 PM at the City Clerk's office. Only one (1) bid was received from Toro Enterprises Inc. in the amount of \$1,336,695.50, which was over 300% above the Engineer's Estimate of \$437,034, exclusive of contingencies, construction management, inspection, materials testing, and engineering support services.

On July 19, 2023, City Council approved the recommendation to reject all bids for the Main Street Crosswalk Improvements Project and authorize Staff to re-advertise for Project bids.

ANALYSIS:

The project was re-advertised for bid on Tuesday, March 19, 2024 and bids were opened on Thursday, April 18, 2024. Two (2) contractors submitted bids: J.L. Plank Inc. dba Cen-Cal Construction and Toro Enterprises, Inc. Bids ranged in price from \$803,803 to \$1,096,732.50 and are summarized below.

No.	Contractor	Base Bid
1.	J.L. Plank Inc. dba Cen-Cal Construction	\$803,803
2.	Toro Enterprises, Inc.	\$1,096,732.50

Staff reviewed the received bids relative to bid specifications and required qualifications. Based on this review, staff finds that J.L. Plank Inc. dba Cen-Cal Construction submitted the lowest responsive and responsible bid of \$803,803 and recommends City Council award the contract to J.L. Plank Inc. dba Cen-Cal Construction pursuant to Santa Paula Municipal Code §§ 56.04(1)(3) and 56.08(D), with an allowance for a 10% construction contingency of \$80,380.30 and an allowance for a 10% budget for construction management, inspection, materials testing, and engineering support services of \$80,380.30, for a total project budget of \$964,563.60.

STRATEGIC PLAN:

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

Infrastructure, Transportation & Mobility

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

FISCAL IMPACTS:

Funding for the project is derived from both Citywide Crosswalk Improvements and Citywide Street Preservation and Maintenance as shown in Table 1 below. The following budget adjustments are necessary to fully fund the Mainstreet Crosswalk Improvements Project:

Table 1: Budget Adjustments needed

Fund Source	Account No.	Decrease	Increase
Citywide Crosswalk Improvements	104-5-9297-660		\$127,525.40
Slurry Seal Pavement Rehab	104-5-9285-660	\$105,998.00	
Citywide Street Preservation and Maintenance	104-5-9359-660	\$21,527.40	
Citywide Street Preservation and Maintenance	100-5-9297-660		\$200,000.00
Citywide Street Preservation and Maintenance	100-5-9359-660	\$200,000.00	
Total =		\$327,525.40	\$327,525.40

Table 2: Project Costs – Main Street Crosswalk Improvements

	Cost
Construction Contract	\$803,803.00
Contingency (10%)	\$80,380.30
Engineering / Construction Management (10%)	\$80,380.30
Total =	\$964,563.60

This project will require a funding transfer from the Citywide Street Preservation and Maintenance account as noted in Table 1. If approved by Council, the proposed funding allocation will result in an equivalent reduction in available funding for projected FY 2024-2025 Cycle 1 Pavement Management Plan projects as the total construction costs exceeded the budget estimates.

OPTIONS:

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

1. Do not approve the contract award for the Main Street Crosswalk Improvements Project. This action would significantly delay critically needed infrastructure repair and replacement.
2. Do not approve the contract award for the Main Street Crosswalk Improvements Project at this time and direct staff to seek alternative funding sources that will remove or reduce related fiscal impacts to FY 2024-2025 Pavement Management Plan projects. Should it be determined that alternative funding sources are not available, this action would significantly delay this project.

ATTACHMENTS:

[EXHIBIT A - Project Location Map.pdf](#)

[EXHIBIT B - Bid Results.pdf](#)

EXHIBIT A

Project Location Map

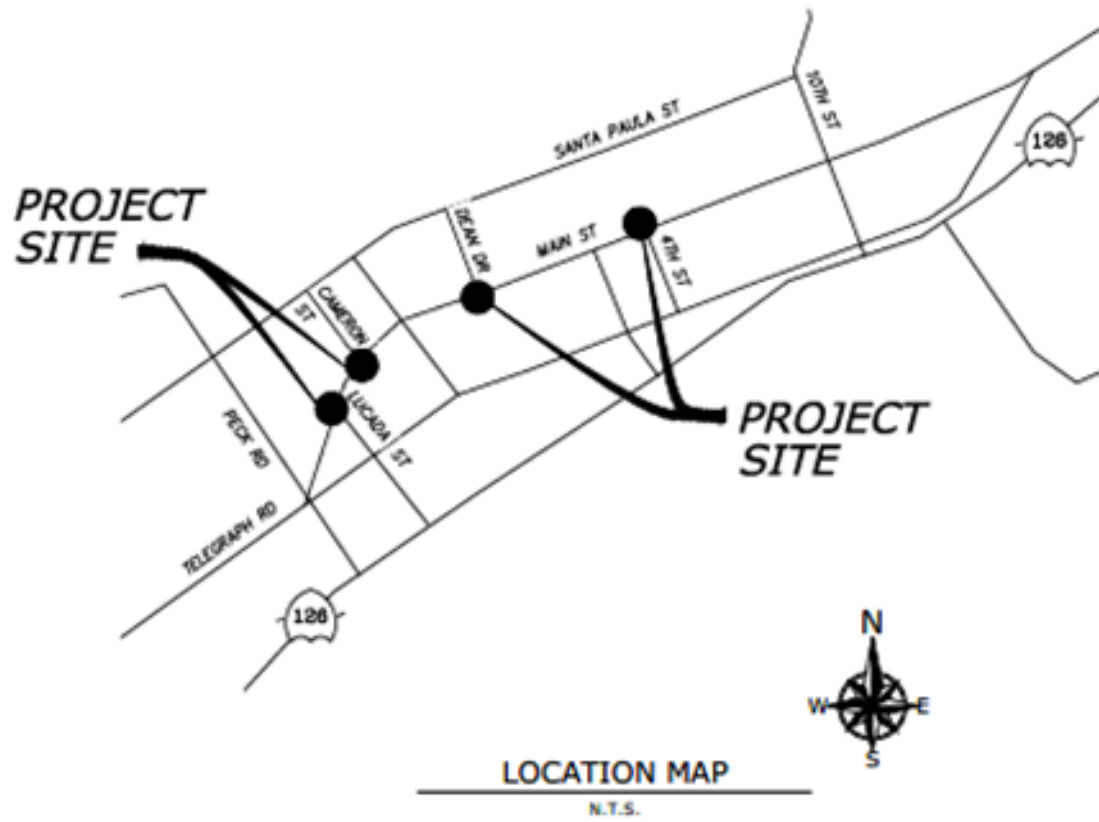


EXHIBIT B

Main Street Crosswalk Improvements Bid Results

CITY OF SANTA PAULA

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

PROJECT: MAIN STREET CROSSWALK IMPROVEMENTS (REBID)

PROJECT No.: 9297

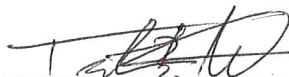
Bid Date: Thursday, April 18, 2024

Time of Opening: 3:00 PM

Bidder Company Name/City	Bid Amount	Bond	Addendum/a
J. L. Plank Inc. DBA CenCal Construction	\$803,803.00	X	
Toro Enterprises	\$1,096,732.50	X	

April 18, 2024

Date



Tatiana Arnaout, PE
Deputy City Engineer

April 18, 2024

Date



Julie Latshaw
City Clerk



**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: THIRD QUARTER FISCAL REPORT

Date: May 15, 2024

Agenda Item: 11.C

RECOMMENDATION:

Staff recommends that the City Council

1. Approve Resolution No. 7518 Adopting a Balanced Budget Policy
2. Approved the budget allocation noted in the Fiscal Impacts Section

Presented by: Finance Director Christy Ramirez

BACKGROUND:

The purpose of this Third Financial Review is to provide a status update on the City's revenue and expenditure activity as it relates to the FY 2023/24 Operating Budget, which was originally adopted on June 21, 2023. This report provides an overview of the revenue and expenditure activity in the General Fund, as well as the City's Special Funds, and presents recommendations for adjustments to the adopted budget, where needed.

The first section of this report is a summary of the financial activity for the City's most significant fund, the General Fund, as of May 9, 2024. Staff has also included discussion on other miscellaneous funds and the Capital Improvement Program (CIP) budget. In analyzing the attached report, the following information should be taken into consideration:

- Revenues and expenditures are recorded during the period received or paid. It is only at the end of the fiscal year that accrual entries are made to associate the revenues and expenditures to the corresponding period.
- The receipt of revenues varies according to the source of funding, so the December totals may not represent six months of revenues in many categories. For example, "Traditional" Property Tax payments are normally received as follows: 56% in December, 41% in April, and 3% in June.
- Expenditures for salaries and some operating costs may be disbursed evenly on a month-to-month basis, however, there are some expenditure line items whereby funds are released or encumbered at the start of the new fiscal year. In addition, expenditures for Liability Insurance, Workers Compensation and Debt Service are made on a quarterly, semi-annual or annual basis.

ANALYSIS:

BALANCED BUDGET POLICY

At this time, staff is recommending Council adopt a resolution enacting a Balanced Budget Policy. Like many other municipalities, the Council has adopted a two year budget. Staff recommends the attached policy which allows the budget to be balanced over a two-year term. This means that operating revenues would fully cover operating expenditures, including debt, over the two-year cycle. Under this policy it would be allowable for total expenditures to exceed revenues in a given year.

Fiscal Year 23/24 revenues continue to trend below expectations due to a delay in development activity. This staff report addresses significant variances on a line item basis. Following is a breakdown of current revenue and expense projections for Q3 23/24 by fund:

GENERAL FUNDS -

The General Fund is the general operating fund of the City and accounts for activities and services traditionally associated with general municipal services. When discussing the General Fund in this report, included is the sub funds such as Measure T and Recreation Program funds. Staff has included recommended budget adjustments for all funds within the analysis of the Revenues, Expenditures, and Capital Improvement Program and Other Funds sections of this report. Additionally, a summary by general ledger accounts can be found in Exhibit A to the attached resolution.

Overall, based on year-to-date activity analysis and comparison to prior year actuals in the Third Quarter of FY 2022/23, revenues and expenditures for the General Fund are tracking lower than expected (due to the aforementioned development related revenues and continued short staffing throughout departments).

Details regarding revenue and expenditure performances and previous Council approved budget appropriations incurred this fiscal year are further outlined in this report.

General Fund Revenue Analysis:

The tables and summary information below provide additional detail on the revenue activity to date on a budget to actual comparison.

All General Funds	Budget	Actuals	% of Budget
Charges for Service	3,076,316	768,359	75.0%
Licenses & Permits	272,111	411,239	151.1%
Fines & Penalties	95,000	59,398	37.5%
Other Revenue	288,652	172,849	40.1%
Intergovernmental Revenues	777,371	419,626	46.0%
Property Related	5,157,614	2,750,626	46.7%

Sales Tax	7,972,364	4,898,332	38.6%
Other Taxes	420,500	262,551	37.6%
TOT	140,000	52,821	62.3%
Business License	140,500	122,134	13.1%
Real Property Transfer Tax	140,000	87,597	37.4%
Franchise Fee	1,067,750	750,966	29.7%
Investments & Rents	162,365	36,882	77.3%
Transfers	2,243,204	-	100.0%
TOTALS	21,953,747	10,793,381	50.8%

Licenses and Permits revenue categories are generally on track to reach and exceed target levels. Permits budgeted for FY 23/24 primarily consist of regular ongoing activity and are not heavily dependent on development activity. As activity expected in FY 24/25 has begun to occur sooner than expected, this category has already exceeded projections, and is expected to continue to exceed it for a total of \$287,000 above budgeted figures. Adopting a Balanced Budget resolution will account for these early revenues to balance next year's budget.

Charges for Services is seeing a significant shortfall due to development activity, specifically in Plan Check Fees. As noted in the mid year report, the remaining revenues totaling approximately \$1.6 million more than likely will not materialize until year two of the FY 23/25 Budget. Adopting a Balanced Budget resolution policy will account for these late revenues to balance this year's budget.

Other Revenues encompasses all other revenues not otherwise mentioned. This category is trending about \$170,000 over budget, primarily for two reasons: First, the sale of property totaling \$225,000 is expected to occur for multiple city properties by the end of the year. Second, a shortfall of \$55,000 is expected in reimbursable expenses due to a duplicate revenue allocation for Athens reimbursement, as well as non budgeted reimbursement from other development activity from administrative staff.

The **Intergovernmental Revenue** category, which includes the **Prop 172 sales tax** (sales tax for public safety activities), is expected to meet and slightly exceed projections due to vehicle license fee collections in excess and POST reimbursements.

The **Property Tax** category is composed of two payment types - the "Traditional" Property Tax, which are received in large part during the months of December and April, and the Property Tax in Lieu of Motor Vehicle License Fees (MVLFF) which is received in two payments during January and May. Traditional property taxes are trending approximately at expected levels with the exception of unsecured taxes which have exceeded projections by \$12,147.

The annual **Sales Tax** budgeted figure of \$7.9m is comprised of twelve (12) monthly payments for the traditional Sales Tax line item, as well as an equal amount of payments for

the Measure T 1% Sales Tax. To date, the revenues collected totaled \$4.9m, or 61.4% of the estimated revenue for the year, accounting for 8 months of revenue. It is anticipated that Measure T Sales Tax receipts will meet projections, while General Sales Tax will come in \$281,332 short of projections.

Other Taxes consists of three subcategories including **Transient Occupancy Tax (TOT), Business License, and Real Property Transfer Tax**. TOT actual revenues are trending on target in comparison with prior year totals.

The City collects **Franchise Fees** from five main service provider sources (Cable, Electric, Gas, Pipeline, Solid Waste). Each provider of these services has a different payment schedule. Electric and Gas providers make annual payments in April. The Cable provider is on a quarterly payment plan, while Pipeline franchise fees are collected twice a year. This category also includes the Commercial Refuse Hauler, or Trash Hauler Franchise Fees, The Mid-Year totals are on par with projections. Staff will continue to monitor additional franchise payments to determine any further adjustments.

Investments & Income Staff is not recommending any changes to this group as revenues are in line with projections.

Overhead/Transfers In are revenues provided by other funds to offset costs in the General Fund. These charges are done via journal entry and trued up at the end of the year. No changes are recommended for this category at this time.

General Fund Expenditure Analysis:

The General Fund expenditures budget is currently at \$26.55 million and reflects the budget originally adopted and additional appropriations approved by Council through April 2024 (including carryovers).

All departments continue to be below the expected target of their overall allocated budgets as of April 8, 2024 primarily due to ongoing staffing shortages throughout the City. Staff will be transferring some salary savings allocations to address additional legal fees. Specific changes that will occur at the City Manager approved level include:

- \$50,000 decrease in HR Professional Services (100-5-5012-205) related to the comp and class survey moving to FY 24/25
- \$125,000 increase in City Attorney Legal Services (100-5-0504-203)

Attached for your review is the Purchase Order Activity Report, which has been provided on a quarterly basis to improve transparency, along with a detailed check register, to communicate to the public Council items not brought before the City Council for approval.

CAPITAL IMPROVEMENT PROGRAM AND OTHER FUNDS:

On a budget basis, the various grant type funds are balanced with revenues matching expenditures. However, on an actual basis, funds are reimbursed after they are expended. The reimbursement requests for grant expenditures are submitted in a timely manner either on a monthly or quarterly basis by the staff responsible for the project reimbursements. Any negative balances are the result of timing of revenues. Revenue projections are reviewed on a quarterly basis and recommended adjustments are made when necessary.

CIP

Staff is recommending a budget transfer of \$12,000 in the Pavement Maintenance CIP (GL 104-59285-660) to regular pot hole repair (GL 104-5-5011-123). While this is within the City Manager's purview, it is City practice to inform the Council of any recommended changes to CIPs for informational purposes.

CFD

A budget allocation of \$3,352 (GL 504-5-5022-222) is needed in the Community Facilities District Fund to cover street light expenses recently taken over from the developers. These costs are eligible to be funded by the CIP and will utilize existing fund balance.

Union Oil Building

Unless there is objection from Council, staff is establishing a new special fund related to the donation received from Chevron for the ongoing maintenance of the Union Oil Building. Staff will return to Council in June with a discussion on the development of policies related to the utilization of those monies.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however it is important to communicate the City's fiscal status to the Council and the public to maintain operational excellence.

FISCAL IMPACTS:

If Council adopts a Balanced Budget Policy, the shortfall in revenues in FY 23/24 will be realized in FY 24/25, maintaining a balanced budget over the 2 year adopted budget.

Separate from the budget adjustments within the City Manager's purview (as detailed in the analysis section above), the budget allocation of \$3,352 in fund 504-5-5022-222 will decrease the available fund balance by the same amount. The Fund is able to absorb this additional allocation.

OPTIONS:

1. The Council may reject staff's recommendations and provide additional guidance on reserve transfers and budget allocations.

ATTACHMENTS:

[Purchase Order Activity Report.pdf](#)

[Balanced Budget Policy Reso 7518.docx](#)



City of Santa Paula, CA

Purchase Order Activity Report

Purchase Order Detail

Date	Activity Type	Payable ID	Activity Amount		Balance
Vendor Number: 014663		Vendor Name:PHOENIX CIVIL ENGINEERING, INC.			
Purchase Order: 23-03041					
12/27/2023	Changed		83965.00		83965.00
Item	Commodity	Department	Units	Price	Amount
T.O.#1 - N. MILL ST. WTR. PIPELINE REPLC	SERVICE	*.50*	0.00	0.00	39404.00
T.O.#2 - PECK ROAD DESIGN SUPPORT S	SERVICE	*.50*	0.00	0.00	44310.00
T.O.#3 - NORTH 6TH ST. STORM DRAIN	SERVICE	*.50*	0.00	0.00	39655.00
1/8/2024	Issued		39404.00		123369.00
Item	Commodity	Department	Units	Price	Amount
T.O.#1 - N. MILL ST. WTR. PIPELINE REPLC	SERVICE	*.50*	0.00	0.00	39404.00
T.O.#2 - PECK ROAD DESIGN SUPPORT S	SERVICE	*.50*	0.00	0.00	44310.00
T.O.#3 - NORTH 6TH ST. STORM DRAIN	SERVICE	*.50*	0.00	0.00	39655.00
2/22/2024	Invoiced	22765	-9724.00		113645.00
Item	Commodity	Department	Units	Price	Amount
T.O.#1 - N. MILL ST. WTR. PIPELINE REPLC	SERVICE	*.50*	0.00	0.00	9724.00
2/22/2024	Invoiced	22766	-2290.00		111355.00
Item	Commodity	Department	Units	Price	Amount
T.O.#3 - NORTH 6TH ST. STORM DRAIN	SERVICE	*.50*	0.00	0.00	2290.00
3/21/2024	Invoiced	22807	-3430.00		107925.00
Item	Commodity	Department	Units	Price	Amount
T.O.#1 - N. MILL ST. WTR. PIPELINE REPLC	SERVICE	*.50*	0.00	0.00	3430.00
3/21/2024	Invoiced	22806	-3815.00		104110.00
Item	Commodity	Department	Units	Price	Amount
T.O.#1 - N. MILL ST. WTR. PIPELINE REPLC	SERVICE	*.50*	0.00	0.00	3815.00
5/2/2024	Invoiced	22861	-13981.25		90128.75
Item	Commodity	Department	Units	Price	Amount
T.O.#1 - N. MILL ST. WTR. PIPELINE REPLC	SERVICE	*.50*	0.00	0.00	13981.25
5/2/2024	Invoiced	22860	-9985.00		80143.75
Item	Commodity	Department	Units	Price	Amount
T.O.#2 - PECK ROAD DESIGN SUPPORT S	SERVICE	*.50*	0.00	0.00	9985.00
5/2/2024	Invoiced	22859	-1196.25		78947.50
Item	Commodity	Department	Units	Price	Amount
T.O.#3 - NORTH 6TH ST. STORM DRAIN	SERVICE	*.50*	0.00	0.00	1196.25
Vendor Number: 015442		Vendor Name:MARIPOSA LANDSCAPES, INC.			
Purchase Order: 24-03045					
1/8/2024	Issued		42609.00		42609.00
Item	Commodity	Department	Units	Price	Amount

Purchase Order Activity Report

Issued Date Range 01/01/2024 - 03/31/2024

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	Commodity	Department	Units	Price	Amount
HARDING PARK LANDSCAPE SERVICES	SERVICE	*.15*	0.00	0.00	24342.35
1/11/2024	Invoiced	105350	-4868.47		37740.53
Item	Commodity	Department	Units	Price	Amount
HARDING PARK LANDSCAPE SERVICES	SERVICE	*.15*	0.00	0.00	4868.47
2/8/2024	Invoiced	105774	-4868.47		32872.06
Item	Commodity	Department	Units	Price	Amount
HARDING PARK LANDSCAPE SERVICES	SERVICE	*.15*	0.00	0.00	4868.47
2/22/2024	Invoiced	106273	-4868.47		28003.59
Item	Commodity	Department	Units	Price	Amount
HARDING PARK LANDSCAPE SERVICES	SERVICE	*.15*	0.00	0.00	4868.47
3/12/2024	Changed		-20638.88		7364.71
Item	Commodity	Department	Units	Price	Amount
HARDING PARK LANDSCAPE SERVICES	SERVICE	*.15*	0.00	0.00	21970.12
3/13/2024	Changed		2372.23		9736.94
Item	Commodity	Department	Units	Price	Amount
HARDING PARK LANDSCAPE SERVICES	SERVICE	*.15*	0.00	0.00	24342.35
3/21/2024	Invoiced	106738	-4868.47		4868.47
Item	Commodity	Department	Units	Price	Amount
HARDING PARK LANDSCAPE SERVICES	SERVICE	*.15*	0.00	0.00	4868.47

Vendor Number: 015893

Vendor Name: INTERNATIONAL BUSINESS INFORMATION TECHNOLOGI

Purchase Order: 24-03046

1/8/2024	Issued		6285.75		6285.75
Item	Commodity	Department	Units	Price	Amount
ANNUAL PER USER LICENSE FEE	SERVICE	*.45*	0.00	0.00	2042.15
ANNUAL SHIELD SUITE SUBSCRIPTION B	SERVICE	*.45*	0.00	0.00	4243.60
1/11/2024	Invoiced	INV-002575	-6285.75		0.00
Item	Commodity	Department	Units	Price	Amount
ANNUAL PER USER LICENSE FEE	SERVICE	*.45*	0.00	0.00	2042.15
ANNUAL SHIELD SUITE SUBSCRIPTION B	SERVICE	*.45*	0.00	0.00	4243.60

Vendor Number: 010689

Vendor Name: SANTA PAULA CHAMBER OF COMMERCE

Purchase Order: 24-03047

1/8/2024	Issued		50000.00		50000.00
Item	Commodity	Department	Units	Price	Amount
PBID FUNDS DISBURSEMENT	N/A	*.05*	0.00	0.00	50000.00
1/11/2024	Invoiced	09/13/2023 MEETING	-50000.00		0.00
Item	Commodity	Department	Units	Price	Amount
PBID FUNDS DISBURSEMENT	N/A	*.05*	0.00	0.00	50000.00

Vendor Number: 015859

Vendor Name: ROGERS, ANDERSON, MALODY & SCOTT, LLP

Purchase Order: 24-03048

1/9/2024	Issued		35000.00		35000.00
Item	Commodity	Department	Units	Price	Amount

Purchase Order Activity Report

Issued Date Range 01/01/2024 - 03/31/2024

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	Commodity	Department	Units	Price	Amount
AUDITING SERVICES FOR FY ENDED JUN	SERVICE	*.20*	0.00	0.00	2100.00
AUDITING SERVICES FOR FY ENDED JUN	SERVICE	*.20*	0.00	0.00	9800.00
AUDITING SERVICES FOR FY ENDED JUN	SERVICE	*.20*	0.00	0.00	13300.00
1/11/2024	Invoiced	74318	-14000.00		21000.00
Item	Commodity	Department	Units	Price	Amount
AUDITING SERVICES FOR FY ENDED JUN	SERVICE	*.20*	0.00	0.00	840.00
AUDITING SERVICES FOR FY ENDED JUN	SERVICE	*.20*	0.00	0.00	3920.00
AUDITING SERVICES FOR FY ENDED JUN	SERVICE	*.20*	0.00	0.00	5320.00
Vendor Number: 015778 Vendor Name: ADVANCED TURF SOLUTIONS, INC.					
Purchase Order: 24-03049					
1/10/2024	Issued		3341.03		3341.03
Item	Commodity	Department	Units	Price	Amount
40 GALLONS WHITE PAINT-SPORTS FIEL	GOODS	*.15*	1.00	3,095.95	3095.95
Sales Tax Payable	N/A	*.15*	0.00	0.00	-235.95
1/25/2024	Invoiced	SO1145467	-3341.03		0.00
Item	Commodity	Department	Units	Price	Amount
40 GALLONS WHITE PAINT-SPORTS FIEL	GOODS	*.15*	1.00	3,095.95	3095.95
Sales Tax Payable	N/A	*.15*	0.00	0.00	-235.95
Vendor Number: 014129 Vendor Name: SAM HILL & SONS, INC					
Purchase Order: 24-03052					
1/22/2024	Issued		140000.00		140000.00
Item	Commodity	Department	Units	Price	Amount
MWO#1 - EMERGENCY WATER MAIN RI	SERVICE	*.50*	0.00	0.00	140000.00
2/22/2024	Invoiced	4791	-6178.39		133821.61
Item	Commodity	Department	Units	Price	Amount
MWO#1 - EMERGENCY WATER MAIN RI	SERVICE	*.50*	0.00	0.00	6178.39
3/7/2024	Invoiced	4731	-7395.20		126426.41
Item	Commodity	Department	Units	Price	Amount
MWO#1 - EMERGENCY WATER MAIN RI	SERVICE	*.50*	0.00	0.00	7395.20
4/4/2024	Invoiced	4848	-39984.28		86442.13
Item	Commodity	Department	Units	Price	Amount
MWO#1 - EMERGENCY WATER MAIN RI	SERVICE	*.50*	0.00	0.00	39984.28
4/4/2024	Invoiced	4837	-11369.47		75072.66
Item	Commodity	Department	Units	Price	Amount
MWO#1 - EMERGENCY WATER MAIN RI	SERVICE	*.50*	0.00	0.00	11369.47
4/18/2024	Invoiced	4869	-3282.92		71789.74
Item	Commodity	Department	Units	Price	Amount
MWO#1 - EMERGENCY WATER MAIN RI	SERVICE	*.50*	0.00	0.00	3282.92

Purchase Order Activity Report

Issued Date Range 01/01/2024 - 03/31/2024

Date	Activity Type	Payable ID	Activity Amount	Balance
Vendor Number: 016389		Vendor Name: TINY MOBILE ROBOTS US LLC		
Purchase Order: 24-03053				

1/24/2024	Issued		1052.11	1052.11
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Item	Commodity	Department	Units	Price	Amount
TINY ROBOT CONTROL TABLET	GOODS	*.15*	1.00	950.00	950.00

5/2/2024	Invoiced	2180	-1052.11	0.00
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Item	Commodity	Department	Units	Price	Amount
TINY ROBOT CONTROL TABLET	GOODS	*.15*	1.00	950.00	950.00

Vendor Number: 010395	Vendor Name: FAMCON PIPE & SUPPLY, INC.
Purchase Order: 24-03054	

1/24/2024	Issued		9439.05	9439.05
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Item	Commodity	Department	Units	Price	Amount
10" 501 COUPLING, 14" LENGTH	GOODS	*.50*	2.00	823.00	1646.00
10" PACKAGED MEGA-LUG FOR PVC	GOODS	*.50*	2.00	172.00	344.00
6" PACKAGED MEGA-LUG FOR PVC	GOODS	*.50*	1.00	74.00	74.00
6" VALVE, M.J.X FLG L/ACC.AVK	GOODS	*.50*	1.00	852.00	852.00
6"/8" BOLT & NUT PLATED	GOODS	*.50*	1.00	10.50	10.50
FT1060 TEE, FLANGE END CL 10" X 6"	GOODS	*.50*	1.00	656.00	656.00
NARG100 GASKET, NON-ASB. RING, 150	GOODS	*.50*	4.00	5.53	22.12
NARG100 GASKET, NON-ASB. RING, 150	GOODS	*.50*	2.00	2.53	5.06
PIPE, 10" DR14 CL305 C900 TS	GOODS	*.50*	20.00	45.34	906.80
SET, 10"/12" BOLT & NUT PLATED	GOODS	*.50*	2.00	27.25	54.50
VGMF10 VALVE, M.J. X FLG L/ACC	GOODS	*.50*	2.00	2,115.00	4230.00

2/8/2024	Invoiced	S100119687.001	-7745.27	1693.78
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Item	Commodity	Department	Units	Price	Amount
10" PACKAGED MEGA-LUG FOR PVC	GOODS	*.50*	2.00	172.00	344.00
6" PACKAGED MEGA-LUG FOR PVC	GOODS	*.50*	1.00	74.00	74.00
6" VALVE, M.J.X FLG L/ACC.AVK	GOODS	*.50*	1.00	852.00	852.00
6"/8" BOLT & NUT PLATED	GOODS	*.50*	1.00	10.50	10.50
FT1060 TEE, FLANGE END CL 10" X 6"	GOODS	*.50*	1.00	656.00	656.00
NARG100 GASKET, NON-ASB. RING, 150	GOODS	*.50*	4.00	5.53	22.12
NARG100 GASKET, NON-ASB. RING, 150	GOODS	*.50*	2.00	2.53	5.06
PIPE, 10" DR14 CL305 C900 TS	GOODS	*.50*	20.00	45.34	906.80
SET, 10"/12" BOLT & NUT PLATED	GOODS	*.50*	2.00	27.25	54.50
VGMF10 VALVE, M.J. X FLG L/ACC	GOODS	*.50*	2.00	2,115.00	4230.00

Vendor Number: 010736	Vendor Name: LEAGUE OF CALIFORNIA CITIES
Purchase Order: 24-03055	

1/29/2024	Issued		14367.00	14367.00
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Item	Commodity	Department	Units	Price	Amount
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Purchase Order Activity Report

Issued Date Range 01/01/2024 - 03/31/2024

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	Commodity	Department	Units	Price	Amount
2024 MEMBERSHIP DUES - D. SINGER	N/A	*.05*	0.00	0.00	14367.00
2/8/2024	Invoiced	INV-11925-M1Q3H7	-14367.00		0.00
Item	Commodity	Department	Units	Price	Amount
2024 MEMBERSHIP DUES - D. SINGER	N/A	*.05*	0.00	0.00	14367.00
Vendor Number: 016379		Vendor Name:KAY PARK REC CORPORATION			
Purchase Order: 24-03056					
1/30/2024	Issued		15980.97		15980.97
Item	Commodity	Department	Units	Price	Amount
CBBB36-CONCRETE BASEBALL BOLLARD	GOODS	*.15*	6.00	1,046.90	6281.40
CBSB36-FLOURESCENT SOFTBALL BOLLARD	GOODS	*.15*	5.00	1,046.90	5234.50
Vendor Number: 015603		Vendor Name:TRAFFIC MANAGEMENT, INC.			
Purchase Order: 24-03057					
2/6/2024	Issued		196.65		196.65
Item	Commodity	Department	Units	Price	Amount
SS2006-12-18-063 SIGN ALUMINUM - N	GOODS	*.50*	10.00	18.25	182.50
Vendor Number: 016052		Vendor Name:NATURAL GREEN LANDSCAPE, INC.			
Purchase Order: 24-03058					
2/12/2024	Issued		24700.00		24700.00
Item	Commodity	Department	Units	Price	Amount
TREE PRUNING SERVICES	SERVICE	*.15*	0.00	0.00	9000.00
TREE PRUNING SERVICES	SERVICE	*.15*	0.00	0.00	15700.00
Vendor Number: 015821		Vendor Name:BARRISTER PROFESSIONAL SERVICES, LLC.			
Purchase Order: 24-03059					
2/22/2024	Issued		35127.00		35127.00
Item	Commodity	Department	Units	Price	Amount
BARRISTER PROFESSIONAL SERVICES	SERVICE	*.45*	0.00	0.00	35127.00
2/22/2024	Invoiced	21-08-0021-010	-35127.00		0.00
Item	Commodity	Department	Units	Price	Amount
BARRISTER PROFESSIONAL SERVICES	SERVICE	*.45*	0.00	0.00	35127.00
Vendor Number: 014854		Vendor Name:AERZEN USA CORPORATION			
Purchase Order: 24-03060					
2/28/2024	Issued		49000.00		49000.00
Item	Commodity	Department	Units	Price	Amount
ON-CALL MAINTENANCE AND EMERGENCY	SERVICE	*.50*	0.00	0.00	49000.00
4/4/2024	Invoiced	SEPI-24-001105	-2500.00		46500.00
Item	Commodity	Department	Units	Price	Amount
ON-CALL MAINTENANCE AND EMERGENCY	SERVICE	*.50*	0.00	0.00	2500.00
Vendor Number: 013561		Vendor Name:GOVERNMENTJOBS.COM, INC.			
Purchase Order: 24-03061					
2/28/2024	Issued		7744.70		7744.70
Item	Commodity	Department	Units	Price	Amount
SUBSCRIPTION FEE FOR PERIOD 6/24/2023 TO 6/24/2024	SERVICE	*.05*	0.00	0.00	7744.70

Purchase Order Activity Report

Issued Date Range 01/01/2024 - 03/31/2024

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	Commodity	Department	Units	Price	Amount
2/28/2024	Invoiced	INV-41724	-7744.70		0.00
Item	Commodity	Department	Units	Price	Amount
SUBSCRIPTION FEE FOR PERIOD 6/24/24	SERVICE	*.05*	0.00	0.00	7744.70

Vendor Number: 010828

Vendor Name:SWRCB ACCOUNTING OFFICE

Purchase Order: 24-03063

2/29/2024	Issued		45510.60		45510.60
Item	Commodity	Department	Units	Price	Amount
WATER SYSTEM ANNUAL FEES 7/1/23-6	N/A	*.50*	0.00	0.00	45510.60
3/7/2024	Invoiced	LW-1046640	-45510.60		0.00
Item	Commodity	Department	Units	Price	Amount
WATER SYSTEM ANNUAL FEES 7/1/23-6	N/A	*.50*	0.00	0.00	45510.60

Vendor Number: 011010

Vendor Name:WILLDAN ENGINEERING

Purchase Order: 24-03064

2/29/2024	Issued		39954.50		39954.50
Item	Commodity	Department	Units	Price	Amount
HARVEST SPORTS PARK INSPECTIONS 00	SERVICE	*.15*	0.00	0.00	8512.00
HARVEST SPORTS PARK INSPECTIONS 00	SERVICE	*.15*	0.00	0.00	6962.50
HARVEST SPORTS PARK INSPECTIONS 00	SERVICE	*.15*	0.00	0.00	7200.00
HARVEST SPORTS PARK INSPECTIONS 00	SERVICE	*.15*	0.00	0.00	14464.00
HARVEST SPORTS PARK INSPECTIONS 00	SERVICE	*.15*	0.00	0.00	2816.00

3/1/2024	Invoiced	00418465B	-8512.00		31442.50
Item	Commodity	Department	Units	Price	Amount
HARVEST SPORTS PARK INSPECTIONS 00	SERVICE	*.15*	0.00	0.00	8512.00

3/1/2024	Invoiced	00418583B	-6962.50		24480.00
Item	Commodity	Department	Units	Price	Amount
HARVEST SPORTS PARK INSPECTIONS 00	SERVICE	*.15*	0.00	0.00	6962.50

3/1/2024	Invoiced	00418641B	-7200.00		17280.00
Item	Commodity	Department	Units	Price	Amount
HARVEST SPORTS PARK INSPECTIONS 00	SERVICE	*.15*	0.00	0.00	7200.00

3/1/2024	Invoiced	00418810B	-14464.00		2816.00
Item	Commodity	Department	Units	Price	Amount
HARVEST SPORTS PARK INSPECTIONS 00	SERVICE	*.15*	0.00	0.00	14464.00

3/1/2024	Invoiced	00418970B	-2816.00		0.00
Item	Commodity	Department	Units	Price	Amount
HARVEST SPORTS PARK INSPECTIONS 00	SERVICE	*.15*	0.00	0.00	2816.00

Vendor Number: 016034

Vendor Name:SPIRIT OF SANTA PAULA

Purchase Order: 24-03065

2/29/2024	Issued		363000.00		363000.00
Item	Commodity	Department	Units	Price	Amount
Q1 & Q2 BASE OPERATING EXPENSES	N/A	*.05*	0.00	0.00	144000.00

Purchase Order Activity Report

Issued Date Range 01/01/2024 - 03/31/2024

Date	Activity Type	Payable ID	Activity Amount		Balance
Item	Commodity	Department	Units	Price	Amount
Q1 & Q2 BASE OPERATING EXPENSES	N/A	*.05*	0.00	0.00	219000.00
2/29/2024	Invoiced	REQ 02-29-2024	-363000.00		0.00
Item	Commodity	Department	Units	Price	Amount
Q1 & Q2 BASE OPERATING EXPENSES	N/A	*.05*	0.00	0.00	144000.00
Q1 & Q2 BASE OPERATING EXPENSES	N/A	*.05*	0.00	0.00	219000.00
Vendor Number: 015898		Vendor Name: CALIFORNIA SURVEYING AND DRAFTING SUPPLY INC			
Purchase Order: 24-03066					
3/1/2024	Issued		5419.83		5419.83
Item	Commodity	Department	Units	Price	Amount
TRIMBLE TDC650 DATA COLLECTOR	GOODS	*.50*	1.00	5,000.00	5000.00
Vendor Number: 014381		Vendor Name: BOLTON & ASSOCIATES			
Purchase Order: 24-03067					
3/4/2024	Issued		8300.00		8300.00
Item	Commodity	Department	Units	Price	Amount
APPRAISAL SERVICES RENDERED - UNIO	SERVICE	*.10*	0.00	0.00	8300.00
3/7/2024	Invoiced	12082023	-8300.00		0.00
Item	Commodity	Department	Units	Price	Amount
APPRAISAL SERVICES RENDERED - UNIO	SERVICE	*.10*	0.00	0.00	8300.00
Vendor Number: 014475		Vendor Name: HUBER TECHNOLOGY			
Purchase Order: 24-03068					
3/4/2024	Issued		12549.23		12549.23
Item	Commodity	Department	Units	Price	Amount
BRUSH REPLACEMENT ON SCREW PRES:	SERVICE	*.50*	0.00	0.00	11592.81
5/2/2024	Invoiced	CD10026491	-4422.89		8126.34
Item	Commodity	Department	Units	Price	Amount
BRUSH REPLACEMENT ON SCREW PRES:	SERVICE	*.50*	0.00	0.00	4085.81
Vendor Number: 015848		Vendor Name: NATIONAL LEAD FOR AMERICA, INC.			
Purchase Order: 24-03069					
3/4/2024	Issued		35000.00		35000.00
Item	Commodity	Department	Units	Price	Amount
HOST SITE CONTRIBUTION FOR 23-24	SERVICE	*.05*	0.00	0.00	5000.00
HOST SITE CONTRIBUTION FOR 23-24	SERVICE	*.05*	0.00	0.00	10000.00
HOST SITE CONTRIBUTION FOR 23-24	SERVICE	*.05*	0.00	0.00	20000.00
3/8/2024	Invoiced	0000630	-35000.00		0.00
Item	Commodity	Department	Units	Price	Amount
HOST SITE CONTRIBUTION FOR 23-24	SERVICE	*.05*	0.00	0.00	5000.00
HOST SITE CONTRIBUTION FOR 23-24	SERVICE	*.05*	0.00	0.00	10000.00
HOST SITE CONTRIBUTION FOR 23-24	SERVICE	*.05*	0.00	0.00	20000.00

Purchase Order Activity Report

Issued Date Range 01/01/2024 - 03/31/2024

Date	Activity Type	Payable ID	Activity Amount	Balance
Vendor Number: 015787		Vendor Name: E & M ELECTRIC AND MACHINERY, INC.		
Purchase Order: 24-03071				

3/12/2024	Issued		11545.00	11545.00
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Item	Commodity	Department	Units	Price	Amount
WONDERWARE SOFTWARE RENEWAL	SERVICE	*.50*	0.00	0.00	11545.00

4/18/2024	Invoiced	438354	-11545.00	0.00
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Item	Commodity	Department	Units	Price	Amount
WONDERWARE SOFTWARE RENEWAL	SERVICE	*.50*	0.00	0.00	11545.00

Vendor Number: 015747		Vendor Name: HACH COMPANY		
Purchase Order: 24-03072				

3/12/2024	Issued		14512.00	14512.00
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Item	Commodity	Department	Units	Price	Amount
RENEWAL - ANNUAL MAINTENANCE SR	SERVICE	*.50*	0.00	0.00	14512.00

Vendor Number: 016412		Vendor Name: FEDERAL CONTRACT CORP		
Purchase Order: 24-03073				

3/20/2024	Issued		24050.00	24050.00
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Item	Commodity	Department	Units	Price	Amount
GENERAC LIGHT TOWERS	GOODS	*.15*	4.00	211.96	847.85
GENERAC LIGHT TOWERS	GOODS	*.15*	4.00	2,499.96	9999.82
GENERAC LIGHT TOWERS	GOODS	*.15*	4.00	3,750.00	15000.00

3/20/2024	Changed		0.00	24050.00
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Item	Commodity	Department	Units	Price	Amount
GENERAC LIGHT TOWERS	GOODS	*.15*	4.00	211.96	847.85
GENERAC LIGHT TOWERS	GOODS	*.15*	4.00	2,499.96	9999.82
GENERAC LIGHT TOWERS	GOODS	*.15*	4.00	3,750.00	15000.00
SALES TAX	N/A	*.15*	0.00	0.00	-1797.67

3/20/2024	Changed		1797.67	25847.67
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Item	Commodity	Department	Units	Price	Amount
GENERAC LIGHT TOWERS	GOODS	*.15*	4.00	211.96	847.85
GENERAC LIGHT TOWERS	GOODS	*.15*	4.00	2,499.96	9999.82
GENERAC LIGHT TOWERS	GOODS	*.15*	4.00	3,750.00	15000.00

Vendor Number: 016441		Vendor Name: EMC GENERAL CONSTRUCTION, INC.		
Purchase Order: 24-03074				

3/29/2024	Issued		11841.00	11841.00
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Item	Commodity	Department	Units	Price	Amount
REPLACE BROKEN WINDOW IN COUNCI	SERVICE	*.15*	0.00	0.00	11841.00

Vendor Number: 016441		Vendor Name: EMC GENERAL CONSTRUCTION, INC.		
Purchase Order: 24-03075				

3/29/2024	Issued		2900.00	2900.00
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Item	Commodity	Department	Units	Price	Amount
INSTALL BACKSPLASH IN ADMIN CONFE	SERVICE	*.15*	0.00	0.00	2900.00

Purchase Order Activity Report

Issued Date Range 01/01/2024 - 03/31/2024

Date	Activity Type	Payable ID	Activity Amount		Balance
Vendor Number: 016027		Vendor Name:YUNEX LLC			
Purchase Order: FY24-1012-2023					
1/8/2024	Issued		50358.92		50358.92
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	50358.92
2/8/2024	Invoiced	5610000973	-2120.48		48238.44
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	2120.48
2/8/2024	Invoiced	5610000985	-2581.54		45656.90
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	2581.54
2/8/2024	Invoiced	5610000986	-216.54		45440.36
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	216.54
2/8/2024	Invoiced	90001195	-1409.64		44030.72
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	1409.64
2/8/2024	Invoiced	90001327	-1409.64		42621.08
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	1409.64
5/2/2024	Invoiced	5610001355	-4363.19		38257.89
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	4363.19
5/2/2024	Invoiced	5610001356	-539.19		37718.70
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	539.19
5/2/2024	Invoiced	5610001816	-4490.07		33228.63
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	4490.07
5/2/2024	Invoiced	5610001805	-2441.00		30787.63
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	2441.00
5/2/2024	Invoiced	90001757	-1479.96		29307.67
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	1479.96
5/2/2024	Invoiced	5610001657	-928.80		28378.87
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	928.80
5/2/2024	Invoiced	90001546	-1479.96		26898.91
Item	Commodity	Department	Units	Price	Amount
M.O.#1-ANNUAL TRAFFIC SIGNAL MAIN	SERVICE	*.50*	0.00	0.00	1479.96

ATTACHMENT A
RESOLUTION NO. 7518

RESOLUTION NO. 7518

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA
ADOPTING A BALANCED BUDGET POLICY**

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

SECTION 1: The City Council adopted the FY 2023-2025 Two Year Operating Budget and Capital Improvement Program Budget on June 21, 2023.

SECTION 2: The City Manager has provided a report to Council dated May 15, 2024 for Fiscal Year 2023/24 discussing the current status of the projected revenues and expenditures of the adopted budget.

SECTION 3: The City Council has reviewed the staff report and does hereby find the recommendation to adopt a Balanced Budget Policy to be necessary and in the City's best interest.

SECTION 2: The City Council hereby adopts the amended Policy attached as Exhibit A to this Resolution.

SECTION 3: This Resolution becomes effective immediately upon adoption and will remain effective until superseded by a subsequent resolution.

PASSED AND ADOPTED this 15th day of May 2024

Leslie Cornejo, Mayor

ATTEST

Julie Latshaw, City Clerk

APPROVED AS TO FORM

Seth Merewitz, Interim City Attorney

APPROVED AS TO CONTENT

Dan Singer, City Manager

**EXHIBIT A
TO RESOLUTION NO. 7518**

CITY OF SANTA PAULA
BALANCED BUDGET POLICY



CITY OF SANTA PAULA BALANCED BUDGET POLICY 2023-2025

PURPOSE

This policy establishes the definition of a balanced budget for the City.

POLICY

The City will maintain a balanced budget. This means that:

- The City's operating budget is the General Fund budget.
- Operating revenues must fully cover operating expenditures, including debt service over the two-year period.
- Under this policy, it is allowable for total expenditures to exceed revenues in a given year.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: ANALYSIS OF SANTA PAULA MUNICIPAL CODE RELATED TO
VEHICLE CRUISING

Date: May 15, 2024

Agenda Item: 11.D

RECOMMENDATION:

It is recommended that the City Council:

Provide direction to staff as needed, regarding what changes to make to the City's Municipal Code, if any.

Presented By: Seth Merewitz, Interim City Attorney

BACKGROUND:

In October 2023, Governor Gavin Newsom signed Assembly Bill 436, which brought a number of changes to the California Vehicle Code. This staff report outlines the key legal issue from the new law, focusing specifically on the regulation of vehicle cruising by local authorities.

ANALYSIS:

Assembly Bill 436

Previously, California Vehicle Code Section 21100 allowed local authorities to address various traffic matters through local rules and regulations. Among these provisions was the ability for cities to regulate vehicle cruising, which was defined as “the repetitive driving of a motor vehicle past a traffic control point in traffic that is congested at or near the traffic control point”.

AB 436 made important amendments to the Vehicle Code. Most notably, it removed the ability of local authorities to regulate vehicle cruising.

Prior to the enactment of AB 436, local authorities had the express permission to manage vehicle cruising. With the new law in place, this permission has been withdrawn as the state has preempted local regulation of this traffic matter. The removal of the ability to regulate cruising means that without explicit state authorization, cities across California

are now prohibited from imposing their own local regulations.

Implication of AB 436 on Cruising Regulations

The enactment of AB 436, which removes the ability of local authorities to regulate vehicle cruising in public, raises potential concerns for the enforcement of Sections 122.04(D) and 122.07 of the City's Municipal Code (Attachment A). Although these sections are intended to govern behavior specifically within the confines of drive-in restaurants, the mention of "cruising" brings into question whether this section now complies with state law.

The Santa Paula Municipal Code only regulates cruising in this section, as it relates to drive-in restaurants. It is an extremely narrow regulation. In addition, any citation issues under this code section would likely be invalid and dismissed if challenged in court. It is unclear how many citations are issued under this code section or if the Santa Paula Police Department is even aware of or using this code section.

The Council, therefore, has a number of options as identified below.

STRATEGIC PLAN:

This item is not a part of the City's Strategic Plan, rather the item was brought forward by a member of the City Council.

FISCAL IMPACTS:

There is a fiscal impact involved with drafting, editing and publishing a new ordinance, based on the time expended by the City Attorney's office to bring such an ordinance about. Costs associated with a comprehensive review of the City's Municipal Code is budgeted for.

OPTIONS:

The Council has the following available options:

1. **No Change**: Leave Section 122 as is, with direction to the police department and staff not to enforce any cruising violations within the city.
2. **Immediate Broad Change**: Direct the City Attorney (CA) to fully revise section 122, including removal of any reference to cruising and any other changes deemed necessary and appropriate by the Attorney and staff.
3. **Immediate Limited Change**: Direct the CA to revise Section 122, limited to removal of any reference to cruising.
4. **Longer-term Change**: Direct the CA to revise Section 122 as part of the City's broader municipal code comprehensive updates which are currently underway.

ATTACHMENTS:

[Attachment A - 122 Section SP-c1.pdf](#)

CHAPTER 122: RESTAURANTS

Section

Drive-In Restaurants

- 122.01 Definitions
- 122.02 Purpose
- 122.03 Owner to maintain order on premises
- 122.04 Regulations for motor vehicles
- 122.05 Disposition of waste materials
- 122.06 Trash receptacles to be provided
- 122.07 Posting of restrictions on use of premises
- 122.99 Penalty

DRIVE-IN RESTAURANTS

§ 122.01 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DRIVE-IN RESTAURANT. Any restaurant or eating place where meals, sandwiches, cold drinks, beverages, ice cream or other food is served directly to or is permitted to be consumed by patrons thereof either while in their automobile, motorcycle or other vehicle parked on the premises or while within any portion of the restaurant premises.

OWNER. The legal owner of the restaurant premises of the lessee or the operator thereof.

('81 Code, § 8.16.010)

§ 122.02 PURPOSE.

The declared purpose of this subchapter is to preserve the public peace and quiet, health and safety in the use of the premises occupied by drive-in restaurants, including all driveways, parking places and access routes thereto, and to that extent the open space of each of such premises is a public place.

('81 Code, § 8.16.020)

§ 122.03 OWNER TO MAINTAIN ORDER ON PREMISES.

The owner, lessee or operator of any drive-in restaurant shall maintain peace and quiet and good order upon the premises and shall not permit noise or nuisance upon the parking area or driveways.

('81 Code, § 8.16.030) Penalty, see § 122.99

§ 122.04 REGULATIONS FOR MOTOR VEHICLES.

(A) *Stopping or standing within driveways prohibited.* No person shall stop, stand or park a vehicle within any driveway.

('81 Code, § 8.16.040)

(B) *Racing motor or creating loud noise prohibited.* No person shall race the motor of any vehicle, nor needlessly and suddenly start or stop a vehicle or sound the horn or cause any loud or needless noise to emit from any vehicle in any drive-in restaurant.

('81 Code, § 8.16.050)

(C) *Leaving vehicle on premises unattended.* No person shall park a vehicle upon the premises of a drive-in restaurant and leave the premises with such vehicle unattended without the consent of the owner or manager of such restaurant.

('81 Code, § 8.16.060)

(D) *Cruising and racing prohibited.* No person shall cruise or race any vehicle in or along any driveway or use as a shortcut to another street any driveway in any drive-in restaurant.

('81 Code, § 8.16.070) Penalty, see § 122.99

Cross-reference:

Traffic code, see Title VII

§ 122.05 DISPOSITION OF WASTE MATERIALS.

No person shall place, deposit or dispose of any food or beverage paper cup or napkin or food container of any kind or any other waste material upon any drive-in restaurant premises or any driveway, parking area or any street or sidewalk adjacent to and abutting upon any drive-in restaurant except in receptacles provided therefor.

('81 Code, § 8.16.090) Penalty, see § 122.99

§ 122.06 TRASH RECEPTACLES TO BE PROVIDED.

The owner of any drive-in restaurant shall provide not less than two receptacles sufficient for the deposit of trash, litter, papers, napkins and cups, remnants of food and food containers, each such receptacle to be located conveniently near to each exit to such drive-in restaurant and reasonably available to the patrons thereof.

('81 Code, § 8.16.120) Penalty, see § 122.99

§ 122.07 POSTING OF RESTRICTIONS ON USE OF PREMISES.

The owner shall post conspicuously on the premises two or more signs bearing the following legend:

Cruising in or congregating and loitering outside of a motor vehicle is unlawful. No unoccupied vehicle may be left on these premises without the consent of the restaurant operator.

('81 Code, § 8.16.130) Penalty, see § 122.99

§ 122.99 PENALTY.

Any violation of this chapter is an infraction and punishable according to Chapter 13 of this code.

('81 Code, § 8.16.140) (Ord. 726, passed - -79)

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPOINTMENTS TO COMMISSIONS AND COMMITTEES

Date: May 15, 2024

Agenda Item: 11.E

RECOMMENDATION:

Staff Recommends that the City Council:

1. Appoint applicants to the Affordable Housing Trust Fund Oversight Committee.

Presented by: Julie Latshaw, City Clerk

BACKGROUND:

The City Clerk's office published Vacancy Notices for all open positions on Commissions, Committees and Boards, in the Santa Paula Times, city website and social media during the months of August 2023 through April 2024.

The City Council attended a Special meeting on April 17, 2024, at 4:00 p.m., holding applicant interviews for Joseph Beerhalter and Christen Lopez.

The City Council again attended a Special meeting on May 15, 2024, at 4:30 p.m., holding applicant interviews for Gayle Washburn, Olav Hassel, and Gloria Martinez.

As stated in the qualifications of the Affordable Housing Trust Fund Oversight Committee, one member must be a resident of an affordable housing development. Therefore, determination of eligibility will need to be made prior to appointment. If none of the applicants are a resident of an affordable housing development, Council will only have the option of appointing four of the interviewed applicants.

- **Affordable Housing Trust Fund Oversight Committee** This is a new Committee, where members serve a two-year term. In the first year of appointment the term of the members will be staggered so that the terms of three members end in even-numbered years while the terms of the other two members end in odd-numbered years. The Committee shall consist of five (5) members appointed by the Council who have the following qualifications: 1) One member who is a resident of an affordable housing development; 2) Three residents at-large; 3) A resident of the City, unless the appointee is the one non-resident member with qualified experience in the area of affordable housing finance

and development and whose membership is approved by a resolution of the City Council (SPMC 12.04). Council is asked to begin interviewing for five vacancies, three two-year terms (May 15, 2024-May 15, 2026), and two one-year terms (May 15, 2024 - May 15, 2025). Applicants: Joseph Beerhalter, Christen Lopez, Gayle Washburn, Olav Hassel, and Gloria Martinez. Once Council is ready to appoint three or more applicants, this Committee will have a quorum to move forward.

ANALYSIS:

None.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, appointments to the Commissions, Committees and Boards described in this report assist in the furtherance of the Mission, Vision, and overarching categories and goals found within City Council's two-year Strategic Plan.

FISCAL IMPACTS:

There are no associated fiscal impacts from this item.

OPTIONS:

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

1. Decline to appoint one or more applicants; and
2. Direct staff to continue advertising for additional applicants.

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Kristina Ochoa, Executive Assistant

Subject: FUTURE AGENDA ITEMS

Date: May 15, 2024

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council review future agenda items and give consideration to one Councilmember request for future discussion and action.

Presented by: Dan Singer, City Manager

BACKGROUND:

The attached Future Agenda Items forecast identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

In accordance with the Council's adopted Manual of Procedural Guidelines, Section 5.1, Vice Mayor Chavez has introduced a request, Attachment B, to revisit the City's Speed Hump policy and establish clearer maintenance plans. Council is provided the opportunity to review this request and discuss placing it on a future agenda or taking other appropriate action.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

None.

ATTACHMENTS:

[Attachment A 5.15.24_Future Agenda Items.docx](#)

[Attachment B - Council Agenda Request Form - Speedbumps.pdf](#)



Santa Paula City Council Tentative Agenda Schedule

	June 5, 2024	
PW	VCWPD Benefit Assessment Program for FY 24-45	
CDD	Community Development Report	
PW	Wastewater Collection System Chloride Study Update	
Admin	EA1 – Tract 5985 – Public Water/Sewer Improvement	
Admin	Sports Park Partial Acceptance	
PW	GHAD Assessment	
CDD	EsVolta Franchise Agreement	
	June 19, 2024	
Finance	Additional Revenue Options	
PD	Police Department Report	
Clerk	Consolidation with Statewide Election	
HR	Personnel Rules & Reg Policy Update	
PW	Hillsborough Maintenance Dist Eng Report & Assessment	
CDD	Commercial Building District Live Entertainment Ord	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	
Finance	Development Impact Fees (DIF)	
CDD	Cultural Arts	
	FUTURE AGENDA ITEMS	
P&R	Union Oil Building Tenant Selection	June / July
Finance	Update on Utility Bills	
PW	Plans & Specifications for 8 th Street Streetlight Repair Project	
CDD	ADU Ordinance	
Legal	Fire MOU Amendment	
Finance	2023 City Audit	

Agenda Request Form

For Council Discussion Purposes

Name: Vice Mayor Pedro A Chavez	Proposed Meeting Date: May 15, 2024	Date: January 24, 2024
Type: Recognition _____ Proclamation _____ Policy ☒ X Resolution _____ Ordinance _____ Other _____		
Title: Revisit Speed Bump/Cushion Policy		
General Description: Speed bumps promote public safety and are utilized as both a traffic calming and speed reduction measure in neighborhoods across our city. I'd like to revisit our existing Speed Hump/Cushion Policy by putting this item on the agenda for initial discussion at our regularly scheduled meeting on May 15, 2024.		
Purpose / Objective: Currently we have no inventory of speed bumps across our city, which leads me to believe that they are not adequately maintained. Many are deteriorating and are no longer visible to drivers, therefore causing damage to vehicles and hardships for working families and our retired seniors. As a matter of setting policy and clear directive to staff, I am requesting that the Council discuss establishing an inventory of speed bumps across the city. This may include staff time to devise a plan to maintain existing speed bumps and prioritize painting existing speed bumps around public schools and parks.		
Staff Use Only		
Est. Fiscal Impact: \$ <u>Unknown</u>	Budgeted: Yes ☐ No ☒	Est. Time Impact:
Anticipated Start Date: N/A - Ongoing	Anticipated Completion Date: N/A - Ongoing	
Strat Plan Consistency? Yes	Gen Plan or SPMC Consistency? Yes	
Assigned to (Department): Public Works	Assigned to (Person): Clete Saunier, Public Works Director	
Committee Assignment: N/A		